

# City of Cody City Council

**Tuesday December 20, 2022** – 7:00 p.m. (Pre-Meeting to begin at 6:53 p.m. in Council Chambers)

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 6, 2022.
- b. Approve Vouchers and payroll in the amount of \$1,469,095.32.
- c. Award Bid 2022-17 to Modern Machinery for (1) LeeBoy 3000C Force Feed Loader in the amount of \$338,000.00

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

3. Public Hearing.

4. Conduct of Business

- a. Consider awarding bid 2022-16 to the Armored Group, LLC for one (1) Ford F600 chassis with armored body in the Amended amount of \$263,000.00.

Staff Reference: Phillip Bowman, Public Works Director

- b. Consider approval of the Master Agreement for Professional Services and Task Order No. 1 with Bowen, Collins and Associates for the Storm Drainage Master Plan and Rate Setting Study, and authorize the Mayor to sign and execute all associated documents.

Staff Reference: Phillip Bowman, Public Works Director

- c. Ordinance 2022-20 – Third and Final Reading

An Ordinance Amending Title 10, Chapter 1, Section 5 “Enforcement” of the City of Cody Code

Staff Reference: Todd Stowell, City Planner

d. Ordinance 2022-21 – Third and Final Reading  
An Ordinance Amending Title 10, Chapter 2 “Definitions” of the City of Cody Code.

Staff Reference: Todd Stowell, City Planner

e. Ordinance 2022-22 – Third and Final Reading  
An Ordinance Amending Title 10, Chapter 4, Section 3 “Appeals; Powers” Subsection C6 of the City of Cody Code.

Staff Reference: Todd Stowell, City Planner

f. Ordinance 2022-23 – Third and Final Reading  
An Ordinance Amending Title 10, Chapter 5, Section 1 “City Council Authority” of the City of Cody Code

Staff Reference: Todd Stowell, City Planner

g. Ordinance 2022-24 – Third and Final Reading  
An Ordinance Amending Title 10, Chapter 6, “General Development Standards for Residential Zoning Districts” of the City of Cody Code.

Staff Reference: Todd Stowell, City Planner

h. Ordinance 2022-25 – Third and Final Reading  
An Ordinance Amending Title 10, Chapter 7 “Residential Zoning District Land Uses” of the City of Cody Code.

Staff Reference: Todd Stowell, City Planner

i. Ordinance 2022-26 – Third and Final Reading  
An Ordinance Amending Title 10, Chapter 8 “Supplemental Development Standards for Residential Zoning Districts” of the City of Cody Code.

Staff Reference: Todd Stowell, City Planner

j. Ordinance 2022-27 – Third and Final Reading  
An Ordinance Amending Title 10, Chapter 10, Article A, Section 2 “Uses Permitted”, Subsection A of the City of Cody Code.

Staff Reference: Todd Stowell, City Planner

5. Tabled Items

6. Matters from Staff Members

7. Matters from Council Members

8. Adjournment

**Upcoming Meetings:**

**January 3, 2023– Tuesday -Regular Council Meeting – 7:00 p.m.**

**January 10, 2023 – Tuesday – Work Session – 5:30 p.m.**

**January 17, 2023 – Tuesday – Regular Council Meeting – 7:00 p.m.**

**January 31, 2023 – Tuesday – Work Session – 5:30 p.m. (tentative)**

**February 2, 2023 – Leadership Summit – 8:30 a.m**

**City of Cody  
Council Proceedings  
Tuesday, December 6, 2022**

A premeeting started at 5:30 p.m. to interview three (3) applicants for the P&Z meeting and five (5) YRA Board members. No action was taken.

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, December 6, 2022 at 7:00 p.m.

Present: Mayor Hall, Council Members, Heidi Rasmussen, Diane Ballard, Justin Baily, Emily Swett and Andy Quick and City Attorney Scott Kolpitzke, City Administrator Barry Cook, and City Administrative Officer Cindy Baker.

Absent: Council Member Jerry Fritz

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

Council Member Ballard made a motion seconded by Council Member Rasmussen to approve the Consent Calendar as amended including Regular Minutes from November 15, 2022, approve vouchers and payroll in the amount of \$571,979.10, designate various City equipment as surplus and available for sale in an online auction, award Bid 2022-14 to Ken Gaff Cheyenne for (1) 2024 Ford F750 with Duraclass dump body in the amount of \$101,969.00 and approve a temporary extension of a franchise agreement with Spectrum, subject to and contingent upon final review/approval by legal counsel. Vote was unanimous.

At 7:05 p.m. Mayor Hall entered into a Public Hearing to consider if it is in the public's interest to issue a restaurant liquor license for The Meatery LLC located at 101 Sheridan Ave. for the period through July 31, 2023. Cindy Baker, Administrative Services Officer provided background information relating to the application. After asking for comment three times and being none, Mayor Hall closed the public hearing at 7:07 p.m.

Council Member Ballard made a motion seconded by Council Member Quick to approve the revised City of Cody Personnel Policy Manual to be effective January 1, 2023. Vote was unanimous.

Council Member Quick made a motion seconded by Council Member Swett to issue a restaurant liquor license for The Meatery LLC located at 101 Sheridan Ave. for the period through July 31, 2023. Vote was unanimous.

Council Member Rasmussen made a motion seconded by Council Member Swett accept the auditor's report and related financial statements for the fiscal year ending June 30, 2022. Vote was unanimous.

**Resolution 2022-26**

A Resolution Amending the City of Cody Final Budget for Fiscal Year 2022-2023. Council Member Rasmussen made a motion seconded by Council Member Baily to approve Resolution 2022-26. Vote was unanimous.

**Resolution 2022-27**

A Resolution authorizing the submission of an Application to the Wyoming Business Council under the Business Ready Community Grant and Loan Program on Behalf of the Governing Body of the City of Cody for the Purpose of the Construction of a Processing Facility for Use by Wyoming Legacy Meats. Council Member Ballard made a motion seconded by Council Member Rasmussen to approve Resolution 2022-27. Vote was unanimous.

Council Member Rasmussen made a motion seconded by Council Member Quick to award Bid 2022-13 to Ken Garff Cheyenne for (1) 2023 Ford F250 with Hillsboro flatbed and Meyer snowplow in the amended amount of \$65,481.00. Vote was unanimous.

Council Member Ballard made a motion seconded by Council Member Baily to award Bid 2022-15 to Ken Garff Cheyenne for (1) 2023 Ford F550 with Terex body in the amended amount of \$220,108.00, contingent upon review and approval by City Attorney. Vote was unanimous.

Council Member Swett made a motion seconded by Council Member Rasmussen to declare Lot 103 of Benny's Place Minor #2 subdivision as surplus Property and authorize the lot to be advertised for sale by bid. Vote was unanimous.

Ordinance 2022-17– Third and Final Reading

An Ordinance to amend Title 9, Chapter 1, Section 2 of the Cody City Code” Contractor Licensing Board Established”. Council Member Rasmussen made a motion seconded by Council Member Swett to approve Ordinance 2022-17 on third and final reading. Vote in favor were Council Members Sweet, Quick, Ballard, Baily and Rasmussen. Opposed was Mayor Hall.

Council Member Quick made a motion seconded by Council Member Ballard to approve Change Order No 2 (Final Reconciliation) The Certificate of Substantial Completion and the Certificate of Final Completion for the 2022 Cody Sidewalk and Pedestrian Ramp Improvement Project.

Council Member Quick made a motion seconded by Council Member Swett to remove Ordinance 2022-20 through 2022-27 from the table. Vote was unanimous.

Ordinance 2022-20 – Second Reading

An Ordinance Amending Title 10, Chapter 1, Section 5 “Enforcement” of the City of Cody Code. Council Member Rasmussen made a motion seconded by Council Member Swett to approve Ordinance 2022-20 on second reading. Vote was unanimous.

Ordinance 2022-21 – Second Reading

An Ordinance Amending Title 10, Chapter 2 “Definitions” of the City of Cody Code. Council Member Swett made a motion seconded by Council Member Quick to approve Ordinance 2022-21 on second reading. Vote was unanimous.

Ordinance 2022-22 – Second Reading

An Ordinance Amending Title 10, Chapter 4, Section 3 “Appeals; Powers” Subsection C6 of the City of Cody Code. Council Member Rasmussen made a motion seconded by Council Member Swett to approve Ordinance 2022-22 on second reading. Vote was unanimous.

Ordinance 2022-23 – Second Reading

An Ordinance Amending Title 10, Chapter 5, Section 1 ”City Council Authority” of the City of Cody Code. Council Member Quick made a motion seconded by Council Member Swett to approve Ordinance 2022-23 on second reading. Voting in Favor were Council Members Swett, Quick, Ballard, Baily and Mayor Hall. Opposed was Council Member Rasmussen.

Ordinance 2022-24 – Second Reading

An Ordinance Amending Title 10, Chapter 6, “General Development Standards for Residential Zoning Districts” of the City of Cody Code. Council Member Swett made a motion seconded by Council Member Rasmussen to approve Ordinance 2022-24 on second reading. Vote was unanimous.

Ordinance 2022-25 – Second Reading

An Ordinance Amending Title 10, Chapter 7 “Residential Zoning District Land Uses” of the City of Cody Code. Council Member Quick made a motion seconded by Council Member Ballard to approve Ordinance 2022-25 on second reading. Vote was unanimous.

Ordinance 2022-26 – Second Reading

An Ordinance Amending Title 10, Chapter 8 “Supplemental Development Standards for Residential Zoning Districts” of the City of Cody Code. Council Member Quick made a motion seconded by Council Member Ballard to approve Ordinance 2022-26 on second reading. Vote was unanimous.

Ordinance 2022-27 – Second Reading

An Ordinance Amending Title 10, Chapter 10, Article A, Section 2 “Uses Permitted”, Subsection A of the City of Cody Code. Council Member Ballard made a motion seconded by Council Member Swett to approve Ordinance 2022-27 on second reading. Vote was unanimous.

Mayor Hall adjourned the meeting at 8:43 p.m.

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Matt Hall, Mayor

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Cindy Baker, City Clerk

## Report Criteria:

Invoice Detail.Input date = 12/13/2022

Invoice.Batch = {NOT LIKE} "1"

Secondary Name	Invoice	Description	Invoice Date	Total Cost
<b>360 OFFICE SOLUTIONS INC (133133)</b>				
	1218712-0	OFFICE CHAIR	11/08/2022	476.20
	1218712-0	OFFICE CHAIR	11/08/2022	476.20
	1218712-0	OFFICE CHAIRS	11/08/2022	1,428.60
Total :				2,381.00
Total 360 OFFICE SOLUTIONS INC (133133):				2,381.00
<b>AMERICAN FAMILY LIFE ASSUR (550)</b>				
	12122	AFLAC PREMIUM	12/01/2022	2,315.47
Total :				2,315.47
Total AMERICAN FAMILY LIFE ASSUR (550):				2,315.47
<b>AMERICAN LEGAL (132624)</b>				
STERLING CODIFIERS LLC	21430	ANNUAL HOSTING FEE	11/30/2022	500.00
Total :				500.00
Total AMERICAN LEGAL (132624):				500.00
<b>AMERICAN WELDING &amp; GAS, INC. (128592)</b>				
	8956284	CARBON DIOXIDE/CYLINDER RENTAL	11/30/2022	37.14
Total :				37.14
Total AMERICAN WELDING & GAS, INC. (128592):				37.14
<b>ANIXTER INC (130622)</b>				
	5446854-01	4/0 LUGS, GUY ATTACHMENT, #2 CRIMPS	10/19/2022	706.60
	5517140-00	3/4" WASHERS	12/02/2022	251.20
Total :				957.80
Total ANIXTER INC (130622):				957.80
<b>BAILEY ENTERPRISES INCORPORATED (130546)</b>				
	6813988	Fuel	12/01/2022	124.65
	6813988	Fuel	12/01/2022	1,009.43
	6813988	Fuel	12/01/2022	186.00
	6813988	Fuel	12/01/2022	62.00
	6813988	Fuel	12/01/2022	2,572.97
	6813988	Fuel	12/01/2022	186.00
	6813988	Fuel	12/01/2022	93.00
	6813988	Fuel	12/01/2022	62.02
	6813988	Fuel	12/01/2022	279.59
	6813988	Fuel	12/01/2022	141.64
	6813988	Fuel	12/01/2022	127.90
	6813988	Fuel	12/01/2022	35.14
	6813988	Fuel	12/01/2022	167.39
	6813988	Fuel	12/01/2022	44.51
	6813988	Fuel	12/01/2022	249.45

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	6813988	Fuel	12/01/2022	18.71
	6813988	Fuel	12/01/2022	359.72
	6813988	Fuel	12/01/2022	37.42
	6813988	Fuel	12/01/2022	2,557.94
	6813988	Fuel	12/01/2022	180.73
	6813988	Fuel	12/01/2022	680.99
	6813988	Fuel	12/01/2022	1,218.73
	6813988	Fuel	12/01/2022	11.16
	6813988	Fuel	12/01/2022	2.79
	6813988	Fuel	12/01/2022	5.58
	6813988	Fuel	12/01/2022	8.37
	6813988	Fuel	12/01/2022	6,109.11
	6813988	Fuel	12/01/2022	1,985.24
	6813988	Fuel	12/01/2022	196.44
	6813988	Fuel	12/01/2022	218.45
	6813988	Fuel	12/01/2022	52.67
	6813988	Fuel	12/01/2022	311.60
	6813988	Fuel	12/01/2022	261.24
	6813988	Fuel	12/01/2022	484.55
	6813988	Fuel	12/01/2022	127.11
	6813988	Fuel	12/01/2022	422.41
	6813988	Fuel	12/01/2022	21.23
	6813988	Fuel	12/01/2022	680.09
Total :				21,293.97
Total BAILEY ENTERPRISES INCORPORATED (130546):				21,293.97
<b>BLACK HILLS GAS HOLDINGS, LLC (132866)</b>				
BLACK HILLS ENERGY	12062022	UTILITIES - BLACK HILLS ENERGY	12/06/2022	687.90
BLACK HILLS ENERGY	12062022	UTILITIES - BLACK HILLS ENERGY	12/06/2022	2,744.33
BLACK HILLS ENERGY	12062022	UTILITIES - BLACK HILLS ENERGY	12/06/2022	2,316.15
BLACK HILLS ENERGY	12062022	UTILITIES - BLACK HILLS ENERGY	12/06/2022	2,582.94
BLACK HILLS ENERGY	12062022	UTILITIES - BLACK HILLS ENERGY	12/06/2022	7,478.89
BLACK HILLS ENERGY	12062022	UTILITIES - BLACK HILLS ENERGY	12/06/2022	7,478.89
BLACK HILLS ENERGY	12062022	UTILITIES - BLACK HILLS ENERGY	12/06/2022	1,293.77
BLACK HILLS ENERGY	12062022	UTILITIES - BLACK HILLS ENERGY	12/06/2022	311.20
BLACK HILLS ENERGY	12062022	UTILITIES - BLACK HILLS ENERGY	12/06/2022	837.47
BLACK HILLS ENERGY	12062022	UTILITIES - BLACK HILLS ENERGY	12/06/2022	1,213.90
Total :				26,945.44
Total BLACK HILLS GAS HOLDINGS, LLC (132866):				26,945.44
<b>BLUE CROSS BLUE SHIELD OF WYOMING (1360)</b>				
	221108308255	INSURANCE DEC 2022	11/08/2022	170,743.74
Total :				170,743.74
Total BLUE CROSS BLUE SHIELD OF WYOMING (1360):				170,743.74
<b>BORDER STATES INDUSTRIES, INC (1420)</b>				
	925403699	TIES AND FUSES	12/01/2022	487.00
	925403702	HARDWARE	12/01/2022	504.00
Total :				991.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total BORDER STATES INDUSTRIES, INC (1420):				991.00
<b>BRADY, JIM (133112)</b>				
	12012022	RESTITUTION MC-2207-020	12/01/2022	1,256.67
Total :				1,256.67
Total BRADY, JIM (133112):				1,256.67
<b>CANAPP, RICHARD D (132573)</b>				
DBA: DICK'S DIRT	99.522114	ENCROACHMENT PERMIT DEPOSIT REFUND 919 SHERIDAN AVE	12/07/2022	150.00
Total :				150.00
Total CANAPP, RICHARD D (132573):				150.00
<b>CARQUEST AUTO PARTS (10200)</b>				
	2874-IC-462999	credit - brake shoes C07	11/02/2022	99.24-
	2874-IC-463000	credit - brake shoes C07	11/02/2022	84.38-
	2874-IC-463004	credit - brake shoes C07	11/02/2022	191.16-
	2874-IC-463015	credit - brake drum C07	11/02/2022	459.18-
	2874-IC-463775	credit core C07	11/16/2022	50.00-
	2874-ID-462972	brake drum and shoes C07	11/02/2022	543.56
	2874-ID-462986	brake shoes C07	11/02/2022	99.24
	2874-ID-463002	brake shoes C07	11/02/2022	191.16
	2874-ID-463005	brake kit C07	11/02/2022	165.18
	2874-ID-463076	brake drum C07	11/03/2022	474.18
	2874-ID-463123	absorbal	11/04/2022	434.34
	2874-ID-463247	filter C06	11/07/2022	30.80
	2874-ID-463701	belt D07	11/15/2022	29.36
	2874-ID-464311	fitting C06	11/28/2022	2.84
Total :				1,086.70
Total CARQUEST AUTO PARTS (10200):				1,086.70
<b>COPENHAVER KITCHEN KOLPITCKE LLC (3140)</b>				
	46041	Legal Services	12/01/2022	3,108.56
	46041	Legal Services	12/01/2022	345.40
	46041	Legal Services	12/01/2022	690.79
	46041	Legal Services	12/01/2022	690.79
	46041	Legal Services	12/01/2022	690.79
	46041	Legal Services	12/01/2022	690.79
	46041	Legal Services	12/01/2022	690.79
Total :				6,907.92
Total COPENHAVER KITCHEN KOLPITCKE LLC (3140):				6,907.92
<b>CREED, DUSTIN (130627)</b>				
BROKEN D CONSTRUCTION	128606629	ENCROACHMENT PERMIT DEPOSIT REFUND 1192 SHERIDAN AVE	12/07/2022	150.00
Total :				150.00
Total CREED, DUSTIN (130627):				150.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
<b>CROELL INC (133102)</b>				
	699163	SLURRY FOR CURB STOP	11/28/2022	775.00
Total :				775.00
Total CROELL INC (133102):				775.00
<b>CUSTOM DELIVERY SERVICE INC (3343)</b>				
	320006	SAMPLE SHIPPING	11/21/2022	39.96
Total :				39.96
Total CUSTOM DELIVERY SERVICE INC (3343):				39.96
<b>DEARBORN LIFE INSURANCE COMPANY (131563)</b>				
	12012022	INSURANCE DEC 2022	11/11/2022	347.50
Total :				347.50
Total DEARBORN LIFE INSURANCE COMPANY (131563):				347.50
<b>DELL MARKETING (3520)</b>				
	10599955057	COMPUTERS FOR POLICE DEPARTMENT	07/17/2022	12,438.00
Total :				12,438.00
Total DELL MARKETING (3520):				12,438.00
<b>ELEVATE WYOMING LEADERSHIP GROUP (133097)</b>				
	12022022	INTERNAL TEAM BUILDING DEVELOPMENT PROGRAM	12/02/2022	4,500.00
Total :				4,500.00
Total ELEVATE WYOMING LEADERSHIP GROUP (133097):				4,500.00
<b>ENNIST III, ROBERT F (131798)</b>				
BIG HORN FOOD SERVICES	51487	OFFICE SUPPLIES - PAPER	11/29/2022	260.00
BIG HORN FOOD SERVICES	51538	JANITORIAL SUPPLIES	12/05/2022	330.20
Total :				590.20
Total ENNIST III, ROBERT F (131798):				590.20
<b>FERGUSON WATERWORKS (127653)</b>				
	1388228	1.5" FLANGES, GASKETS, NUTS AND BOLTS	11/23/2022	286.35
Total :				286.35
Total FERGUSON WATERWORKS (127653):				286.35
<b>FIRE DISTRICT #2 (131409)</b>				
	BLD-1122-0002	1455 SHERIDAN AVE	11/07/2022	225.00
Total :				225.00
Total FIRE DISTRICT #2 (131409):				225.00



Secondary Name	Invoice	Description	Invoice Date	Total Cost
<b>FOLKER, RANDY (131245)</b>				
	8.003961	ENCROACHMENT PERMIT DEPOSIT REFUND 202 LICHEN DR	12/07/2022	150.00
Total :				150.00
Total FOLKER, RANDY (131245):				150.00
<b>FRANCK, STEVEN (133111)</b>				
OFF GRID INSPECTIONS	002	CONTRACTED ELECTRICAL REVIEW AND INSPECTION SERVICES NOV 2022	12/01/2022	1,410.00
Total :				1,410.00
Total FRANCK, STEVEN (133111):				1,410.00
<b>FREMONT MOTOR CODY INC (4370)</b>				
	2022-13	BID BOND RETURN 2022-13	12/20/2022	3,703.99
Total :				3,703.99
Total FREMONT MOTOR CODY INC (4370):				3,703.99
<b>HALL, THOMAS M BUCKY (132632)</b>				
BUCKYS SPORTS	11212022	PICKLEBALLS	11/21/2022	210.00
Total :				210.00
Total HALL, THOMAS M BUCKY (132632):				210.00
<b>HANSEN, JOEL (132900)</b>				
	9.1520.19	REFUND CREDIT BALANCE	12/01/2022	96.66
Total :				96.66
Total HANSEN, JOEL (132900):				96.66
<b>HARRIS TRUCKING AND CONSTRUCTION CO. (4780)</b>				
	11302022	WWTF PHASE 2 PAY APP 27	11/29/2022	2,688.95
	11302022	WWTF PHASE 2 PAY APP 27	11/29/2022	4,780.35
	11302022	OVERPAYMENT ON WWTF PHASE 2 RET 26	11/29/2022	1,196.65-
	11302022	OVERAYMENT ON WWTF PHASE 2 RET 26	11/29/2022	2,127.39-
	11302022	WWTF PHASE 2 RET 27	11/29/2022	141.52
	11302022	WWTF PHASE 2 RET 27	11/29/2022	251.60
Total :				4,538.38
Total HARRIS TRUCKING AND CONSTRUCTION CO. (4780):				4,538.38
<b>HDR ENGINEERING INC (133080)</b>				
	1200480511	ELECTRIC SHOP AND FACILITIES MASTER PLAN	12/01/2022	1,266.98
Total :				1,266.98
Total HDR ENGINEERING INC (133080):				1,266.98
<b>HUBER, WESLEY L (123442)</b>				
EAGLE OF CODY PRINTING	120522	REC CENTER MEMBERSHIP RENEWAL CARDS	12/05/2022	86.00
EAGLE OF CODY PRINTING	120522	REC CENTER MEMBERSHIP RENEWAL CARDS	12/05/2022	86.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				172.00
Total HUBER, WESLEY L (123442):				172.00
<b>LEROUX, INC (1400)</b>				
BOONES MACHINE SHOP/YANKEE CA	40216	LIFT RENTAL FOR CHRISTMAS DECORATIONS	11/23/2022	486.00
Total :				486.00
Total LEROUX, INC (1400):				486.00
<b>LOCAL GOVERNMENT LIABILITY POOL (6176)</b>				
	14219	CLAIM AGAINST THE CITY	12/04/2022	102.82
Total :				102.82
Total LOCAL GOVERNMENT LIABILITY POOL (6176):				102.82
<b>LUDTKE, KENDRA (133134)</b>				
	17.3691.16	UTILITY DEPOSIT REFUND	12/06/2022	28.49
Total :				28.49
Total LUDTKE, KENDRA (133134):				28.49
<b>MILLER, CHARLES &amp; CATHLEEN (2050)</b>				
CAT'S WEST UPHOLSTERY	1310	UPHOLSTER PAD	11/23/2022	40.00
Total :				40.00
Total MILLER, CHARLES & CATHLEEN (2050):				40.00
<b>NCPERS GROUP LIFE INS (125412)</b>				
C/O MEMBER BENEFITS	12122	PREMIUM	12/01/2022	432.00
Total :				432.00
Total NCPERS GROUP LIFE INS (125412):				432.00
<b>NORCO, INC. (128948)</b>				
	36455479	BOTTLE RENTAL	11/30/2022	39.60
Total :				39.60
Total NORCO, INC. (128948):				39.60
<b>O'BRIEN, CAYDE (133128)</b>				
	47489616	REC CENTER REFUND	11/29/2022	100.00
Total :				100.00
Total O'BRIEN, CAYDE (133128):				100.00
<b>OLLA WORLDWIDE LLC (132971)</b>				
THE MAID UP	1308	CLEANING SERVICES AT CITY HALL	12/01/2022	1,898.00
THE MAID UP	1308	CLEANING SERVICES AT REC CENTER	12/01/2022	1,898.00
THE MAID UP	1308	CLEANING SERVICES AT AQUATICS	12/01/2022	1,898.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				5,694.00
Total OLLA WORLDWIDE LLC (132971):				5,694.00
<b>ONE-CALL OF WYOMING (127665)</b>				
	65415	ONE - CALL FEES	12/05/2022	30.38
	65415	ONE - CALL FEES	12/05/2022	30.38
	65415	ONE - CALL FEES	12/05/2022	30.38
	65415	ONE - CALL FEES	12/05/2022	30.36
Total :				121.50
Total ONE-CALL OF WYOMING (127665):				121.50
<b>ONIX NETWORKING CORPORATION (132516)</b>				
	BD035120	GOOGLE WORKSPACE	12/02/2022	100.80
Total :				100.80
Total ONIX NETWORKING CORPORATION (132516):				100.80
<b>PARK COUNTY (7670)</b>				
	8148	LEC CONTRACT - DISPATCH SERVICES	12/01/2022	223.56
	8148	LEC CONTRACT - DISPATCH SERVICES	12/01/2022	3,800.53
	8148	LEC CONTRACT - DISPATCH SERVICES	12/01/2022	670.68
	8148	LEC CONTRACT - DISPATCH SERVICES	12/01/2022	17,661.27
	8148	LEC CONTRACT - CAPITOL EQUIPMENT	12/01/2022	4,520.00
	8148	LEC CONTRACT - MAINTENANCE	12/01/2022	1,807.46
	8148	LEC CONTRACT - CONSOLE	12/01/2022	7.30
	8148	LEC CONTRACT - CONSOLE	12/01/2022	124.17
	8148	LEC CONTRACT - CONSOLE	12/01/2022	21.91
	8148	LEC CONTRACT - CONSOLE	12/01/2022	577.02
	8148	LEC CONTRACT - CONSOLE CREDIT	12/01/2022	127.40-
	8148	LEC CONTRACT - CONSOLE CREDIT	12/01/2022	2,165.77-
	8148	LEC CONTRACT - CONSOLE CREDIT	12/01/2022	382.20-
	8148	LEC CONTRACT - CONSOLE CREDIT	12/01/2022	10,064.47-
	8148	LEC CONTRACT - UTILITIES	12/01/2022	1,496.55
	8148	ADJ FOR INITIAL NETWORK SEGRAGATION CHANGES	12/01/2022	204.52-
	8148	ANTI VIRUS CLIENT CREDIT	12/01/2022	34.79-
Total :				17,931.30
Total PARK COUNTY (7670):				17,931.30
<b>PARK COUNTY LANDFILL (129053)</b>				
	11302022	BULK ITEM DISPOSAL FEES - NOV 2022	11/30/2022	111.80
	11302022	LANDFILL CHARGES - NOV 2022	11/30/2022	48,231.30
Total :				48,343.10
Total PARK COUNTY LANDFILL (129053):				48,343.10
<b>PARK COUNTY PUBLIC HEALTH (7720)</b>				
	12012022	FLU SHOTS	12/01/2022	194.00
	12012022	FLU SHOTS	12/01/2022	255.00
	12012022	FLU SHOTS	12/01/2022	25.00
	12012022	FLU SHOTS	12/01/2022	125.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	12012022	FLU SHOTS	12/01/2022	25.00
	12012022	FLU SHOTS	12/01/2022	125.00
	12012022	FLU SHOTS	12/01/2022	25.00
	12012022	FLU SHOTS	12/01/2022	175.00
	12012022	FLU SHOTS	12/01/2022	215.00
	12012022	FLU SHOTS	12/01/2022	110.00
	12012022	FLU SHOTS	12/01/2022	25.00
	3822	FLU SHOTS	12/08/2022	50.00
Total :				1,349.00
Total PARK COUNTY PUBLIC HEALTH (7720):				1,349.00
<b>PARK COUNTY SHERIFF (7740)</b>				
	11302022	INARCERATION - NOV 2022	11/30/2022	60.00
Total :				60.00
Total PARK COUNTY SHERIFF (7740):				60.00
<b>PARK DISTRICT COURT (132610)</b>				
	12922	GARNISHMENT Civil #29877	12/09/2022	196.97
Total :				196.97
Total PARK DISTRICT COURT (132610):				196.97
<b>PERROTTI, PATRICK (133132)</b>				
	5057	REFUND OF WATER CRANE BALANCE	12/04/2022	57.59
Total :				57.59
Total PERROTTI, PATRICK (133132):				57.59
<b>PROVIDENT LIFE &amp; ACCIDENT INS (128033)</b>				
	12122	PREMIUMS	12/01/2022	23.40
Total :				23.40
Total PROVIDENT LIFE & ACCIDENT INS (128033):				23.40
<b>PURCELL TIRE AND RUBBER COMPANY (132837)</b>				
DBA: PURCELL TIRE AND SERVICE C	31211176	TIRES C05	12/09/2022	1,977.24
DBA: PURCELL TIRE AND SERVICE C	31211176	TIRES B40	12/09/2022	705.68
DBA: PURCELL TIRE AND SERVICE C	31211176	TIRES B36	12/09/2022	1,051.20
DBA: PURCELL TIRE AND SERVICE C	31211176	TIRES E01	12/09/2022	987.66
Total :				4,721.78
Total PURCELL TIRE AND RUBBER COMPANY (132837):				4,721.78
<b>RAMEY, AMBER (133055)</b>				
	11302022	MILEAGE REIMBURSEMENT - NOVEMBER	12/05/2022	8.63
Total :				8.63
Total RAMEY, AMBER (133055):				8.63

Secondary Name	Invoice	Description	Invoice Date	Total Cost
<b>RIVER OAKS COMMUNICATIONS CORP (131184)</b>				
	12012022	CHARTER FRANCHISE AGREEMENT REVIEW	12/01/2022	1,032.50
Total :				1,032.50
Total RIVER OAKS COMMUNICATIONS CORP (131184):				1,032.50
<b>ROBERTS, MICHAEL (133130)</b>				
	09212022	CLASS A COMMERCIAL LEARNERS PERMIT REIMBURSEMENT	09/21/2022	45.00
	11222022	CLASS A COMMERCIAL SKILLS TEST REIMBURSEMENT	11/22/2022	85.00
	11232022	CLASS A COMMERCIAL DRIVERS LICENSE REIMBURSEMENT	11/23/2022	45.00
Total :				175.00
Total ROBERTS, MICHAEL (133130):				175.00
<b>ROBERTSON, LESLIE (130816)</b>				
	12022022	RESTITUTION FROM MC-2208-10	12/02/2022	50.00
Total :				50.00
Total ROBERTSON, LESLIE (130816):				50.00
<b>SABER PEST CONTROLL LLC (131183)</b>				
	AUD170	PEST CONTROL - AUDITORIUM	12/05/2022	100.00
	CH170	PEST CONTROL - CITY HALL	12/05/2022	70.00
	E157	PEST CONTROL - ELECTRIC	12/02/2022	100.00
	P169	PEST CONTROL - PUBLIC WORKS SH	12/02/2022	60.00
	P169	PEST CONTROL - PUBLIC WORKS SH	12/02/2022	30.00
	P169	PEST CONTROL - PUBLIC WORKS SH	12/02/2022	30.00
	R168	PEST CONTROL - RECYCLING/SANITATION	12/07/2022	70.00
	REC170	PEST CONTROL - REC CENTER	12/05/2022	105.00
	REC170	PEST CONTROL - REC CENTER	12/05/2022	105.00
	W168	PEST CONTROL - WASTEWATER DEPT	12/07/2022	100.00
Total :				770.00
Total SABER PEST CONTROLL LLC (131183):				770.00
<b>SCHNEIDER, JEFFREY (123948)</b>				
TJ ELECTRIC	2434	ELECTRIC REPAIRS - SHOP	11/27/2022	258.50
TJ ELECTRIC	2435	ELECTRIC REPAIRS - TIRE ROOM	11/27/2022	606.00
Total :				864.50
Total SCHNEIDER, JEFFREY (123948):				864.50
<b>SHOSHONE MUNICIPAL PIPELINE (9130)</b>				
	12012022	SMP WATER PURCHASE - NOV 2022	12/01/2022	109,608.72
Total :				109,608.72
Total SHOSHONE MUNICIPAL PIPELINE (9130):				109,608.72
<b>SKARSHAUG TESTING LAB (9320)</b>				
	264710	RUBBER GOOD TESTING	12/08/2022	170.13
	264711	RUBBER GOOD TESTING	12/08/2022	288.86

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				458.99
Total SKARSHAUG TESTING LAB (9320):				458.99
<b>SPAULDING, CARLYE (133131)</b>				
	9.0740.22	REFUND CREDIT BALANCE	12/01/2022	168.66
Total :				168.66
Total SPAULDING, CARLYE (133131):				168.66
<b>STANTEC CONSULTING SERVICES INC (132890)</b>				
	2010969	Big Horn Ave Study	12/01/2022	12,701.02
Total :				12,701.02
Total STANTEC CONSULTING SERVICES INC (132890):				12,701.02
<b>SYSTEMS GRAPHICS INC (129162)</b>				
ADVANCED INFO SYSTEMS	15989	OUTSOURCE BILLS	12/01/2022	16.24
ADVANCED INFO SYSTEMS	15989	OUTSOURCE BILLS	12/01/2022	100.39
ADVANCED INFO SYSTEMS	15989	OUTSOURCE BILLS	12/01/2022	91.92
ADVANCED INFO SYSTEMS	15989	OUTSOURCE BILLS	12/01/2022	91.30
ADVANCED INFO SYSTEMS	15989	OUTSOURCE BILLS	12/01/2022	113.46
ADVANCED INFO SYSTEMS	15998	OUTSOURCE BILLS	12/07/2022	8.57
ADVANCED INFO SYSTEMS	15998	OUTSOURCE BILLS	12/07/2022	52.97
ADVANCED INFO SYSTEMS	15998	OUTSOURCE BILLS	12/07/2022	48.50
ADVANCED INFO SYSTEMS	15998	OUTSOURCE BILLS	12/07/2022	48.17
ADVANCED INFO SYSTEMS	15998	OUTSOURCE BILLS	12/07/2022	59.86
Total :				631.38
Total SYSTEMS GRAPHICS INC (129162):				631.38
<b>TEREX USA LLC (129570)</b>				
	7219530	TRUCK REPAIRS	05/10/2022	1,534.15
Total :				1,534.15
Total TEREX USA LLC (129570):				1,534.15
<b>T-O ENGINEERS INC (131708)</b>				
	220331-1	ENGINEERING AND OPERATIONAL SUPPORT BEACON HILL WATER TANK PROJECT	07/07/2022	7,994.20
Total :				7,994.20
Total T-O ENGINEERS INC (131708):				7,994.20
<b>TUNDRA GENERAL CONTRACTORS, LLC (130416)</b>				
	BLD-0622-0038	REFUND OVERPAYMENT ON BLD-0622-0038	12/06/2022	15.00
Total :				15.00
Total TUNDRA GENERAL CONTRACTORS, LLC (130416):				15.00
<b>UNUM LIFE INSURANCE - LIFE (127935)</b>				
	12122	PREMIUM	12/01/2022	940.56

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				940.56
Total UNUM LIFE INSURANCE - LIFE (127935):				940.56
<b>WESCO DISTRIBUTION CORP (131137)</b>				
WESCO/KVA/MODERN WHOLESALE	902810	TOOL POUCH	11/21/2022	180.00
WESCO/KVA/MODERN WHOLESALE	902810	FALL DEVISE	11/21/2022	770.00
WESCO/KVA/MODERN WHOLESALE	905141	GUY INSULATORS	11/29/2022	2,512.50
Total :				3,462.50
Total WESCO DISTRIBUTION CORP (131137):				3,462.50
<b>WESTERN UNITED ELECTRIC SUPPLY (10605)</b>				
	6074856	TRANSFORMER	11/23/2022	8,536.95
Total :				8,536.95
Total WESTERN UNITED ELECTRIC SUPPLY (10605):				8,536.95
<b>WYOMING CHILD SUPPORT (132047)</b>				
	12922	Garnishment Remittance # 227551	12/09/2022	430.15
Total :				430.15
Total WYOMING CHILD SUPPORT (132047):				430.15
<b>WYOMING DEPARTMENT OF WORKFORCE SERVICES (10670)</b>				
WORKERS COMPENSATION DIV	12222	CONTRIBUTIONS	12/02/2022	7,615.49
WORKERS COMPENSATION DIV	12222	PD VOLUNTEERS	12/02/2022	9.02
WORKERS COMPENSATION DIV	12222	REC VOLUNTEERS	12/02/2022	94.69
Total :				7,719.20
Total WYOMING DEPARTMENT OF WORKFORCE SERVICES (10670):				7,719.20
<b>WYOMING MUNICIPAL POWER AGENCY (10920)</b>				
	202211-1	POWER PURCHASE - NOV 2022	12/10/2022	338,784.12
	202211-1	DEMAND PURCHASE - NOV 2022	12/10/2022	353,693.20
Total :				692,477.32
Total WYOMING MUNICIPAL POWER AGENCY (10920):				692,477.32
<b>YELLOWSTONE ELECTRIC INC (133040)</b>				
	36939	TROUBLESHOOT EXHAUST FAN	11/01/2022	57.50
Total :				57.50
Total YELLOWSTONE ELECTRIC INC (133040):				57.50
Grand Totals:				1,195,932.15
PAYROLL			12/04/2022	273,163.17
TOTAL				1,469,095.32

MEETING DATE: 12/20/2022

DEPARTMENT: PUBLIC WORKS

PREPARED BY: ROB KRAMER

PRESENTED BY: PHILLIP BOWMAN

## **AGENDA ITEM SUMMARY REPORT**

### **Bid 2022-17 (1) New 2023 or Newer Force Feed Loader**

#### **ACTION TO BE TAKEN:**

Consider approval of the award of Bid 2022-17 to Modern Machinery for (1) LeeBoy 3000C Forcefeed Loader in the amount of \$338,000.00.

#### **SUMMARY OF INFORMATION:**

A request was made in FY 2022/2023 for the purchase of a replacement motorgrader within the Streets Division. Upon further discussion it was decided that the motorgrader was mechanically sound and could remain in service. A request was then made to allow these funds to be utilized to purchase a new force feed loader.

Bid packets were sent to LeeBoy, Modern Machinery and Tractor and Equipment Company.

Two bidders submitted two bids. These bids were opened at City Hall on 12/6/2022.

Modern Machinery submitted one bid for (1) LeeBoy 3000C Force Feed Loader, in the amount of \$338,000.00.

Tractor and Equipment Company submitted one bid for (1) Weiler E1050 Force Feed Loader, in the amount of \$363,258.00.

#### **FISCAL IMPACT**

Funding, in the amount of \$320,000.00 was budgeted for and approved in the Fiscal Year 2022/2023 budget. The difference of \$18,000.00 will be provided from the Vehicle Replacement fund in a future budget amendment.

#### **ATTACHMENTS**

1. Modern Machinery's submitted bid.

#### **AGENDA & SUMMARY REPORT TO:**

1. Dan Mollett, Tractor & Equipment Company, [dmollett@tractorandequipment.com](mailto:dmollett@tractorandequipment.com)

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



2. Chuck Gams, Modern Machinery, [cgams@modernmachinery.com](mailto:cgams@modernmachinery.com)

Bid Proposal Form  
City of Cody, Wyoming  
**Bid # 2022-17 (1) New 2023 or Newer Force Feed Loader**

Governing Body  
City of Cody  
PO Box 2200  
1338 Rumsey Avenue  
Cody, WY 82414

The undersigned Bidder agrees to provide (1) New 2023 or Newer Force Feed Loader, free and clear of all liens of any kind, pursuant to the specifications and invitation to bid.  
The bid price shall be F.O.B. City of Cody Vehicle Maintenance Shop located at 119 19<sup>th</sup> St. Cody, WY 82414.

Bid Schedule	Quantity	Unit	Total Price
Bid for:	1 (One)	LeeBoy 3000C FFL	\$ <u>338,000.00</u>
Less trade if any:			\$ ( <u>N/A</u> )
Net Total Bid:			\$ <u>338,000.00</u>

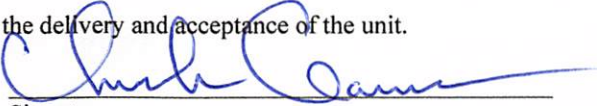
The undersigned warrants that he has read and understands the requirements of the City of Cody, that he encloses a bid bond in the amount of not less than five percent (5%) of the "TOTAL BID" amount, and that the bid price represents all costs to the City of Cody including delivery, setup, dealer preparation, and all other costs of providing the unit in accordance with the specifications therefore. The undersigned further understands that the Governing Body of the City of Cody shall determine in its sole discretion the most responsible bidder, and the Governing Body may reject any and all bids or make substitutions, waive defects deemed unsubstantial in any bid, and that if an award is made, the Governing Body will award the bid in the best interest of the City. Award of bid is subject to the budget appropriation for this purchase.

The offer made herein shall be binding for 60 days after the date of bid opening.

Award of bid shall be made by Notice of Award, which shall be accompanied by a binding agreement to supply the unit pursuant to the bid documents. Bidder warrants that Bidder has read the proposed agreement and agrees to the terms and conditions contained therein. The unit shall be delivered and tested within the time frame specified by the Bidder upon receipt of order.

Payment shall be made within 30 days after the delivery and acceptance of the unit.

Date 12-6-2022

  
Signature

Chuck Gams

Typed or Printed Name

Modern Machinery

Company

7850 South Frontage Road, Billings, MT. 59101

Mailing Address

cgams@modernmachinery.com

E-mail address

**City of Cody**  
**Specifications Bid # 2022-17**

**(1) New 2023 or Newer Force Feed Loader**

THE BIDDER SHALL COMPLETE EVERY SPACE BY PLACING A CHECK MARK UNDER THE YES OR NO COLUMN TO INDICATE THAT THE ITEM BEING BID IS EXACTLY AS SPECIFIED. ALL NO RESPONSES SHALL BE EXPLAINED IN DETAIL ON AN ATTACHED SHEET.

**A. GENERAL**

- |   | YES                                 | NO                       |
|---|-------------------------------------|--------------------------|
| 1. 2023 or Newer Force Feed Loader      | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. OPERATING WEIGHT: 20,000 lbs Minimum | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

**B. ENGINE**

- |   |                                     |                          |
|---|-------------------------------------|--------------------------|
| 1. ENGINE: Diesel Powered   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. HORSE POWER: 130 Net HP at Factory Setting, Minimum  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. ENGINE HEATER: Block Heater w/Glow Plugs.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. EMISSIONS: Certified Tier 4 Emissions Compliant  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. AIR CLEANER: Heavy-duty dual element air filter with precleaner and restriction indicator. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. ANTI-FREEZE: -34° antifreeze with extended life protection.                                | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. FUEL TANK: 52-Gallon Minimum   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8. Fuel/water Separator   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9. Large engine access doors.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

**C. POWER TRAIN**

- |  |                                     |                          |
|--|-------------------------------------|--------------------------|
| 1. Variable speed hydrostatic motor.                                     | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Dana heavy-duty off-road, two-speed gearbox and no spin differential. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. TIRES FRONT: 225/70R22.5, 12 ply                                      | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. TIRES REAR: 14x24, 16 ply   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

**D. ELECTRICAL SYSTEM**

- |  |                                     |                          |
|--|-------------------------------------|--------------------------|
| 1. BATTERY: 12-Volt  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. ALTERNATOR: 130 amp, minimum  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. LIGHTS: LED, Headlights, turn lights, beacon light, back-up lights and work lights. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Electric horn and automatic reverse warning alarm.                                  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

**ELECTRICAL SYSTEM continued**

	YES	NO
5. Master battery disconnect switch.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. "Radio ready" * 12 Volt system with two connections in Fuse Panel.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. AM/FM Radio	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**E. OPERATOR'S STATION**

1. Full cab, A/C, heater, defroster, front and rear windshield wipers/washers and safety glass.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Convex Mirrors	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Seat to have safety belt and armrests.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Tilt console.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**F. INSTRUMENTATION**

1. Full color screen.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Low engine oil pressure, high engine temp alarm/shut down.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Fuel gauge, voltmeter, oil pressure gauge, water temperature gauge, air filter restriction indicator and DEF gauge, temperature gauge.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Tachometer and hour meter.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Hydraulic sight level.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**G. MATERIAL DELIVERY**

1. 180° Swivel Conveyor	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Stand for Swivel Conveyor	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Multi-purpose auger moldboard w/float.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. 28' Conveyor Length	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Swivel conveyor to clear 10' height, minimum.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. High Speed Conveyor System, 800fpm * Standard Equipment	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Carbide Coated Cutting Edge * Not available with multi-purpose auger	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Shoulder Scraper Blade Attachment * Not available with multi-purpose auger.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## H. MISCELANEOUS

	YES	NO
1. Central Lubrication System	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Complete set of operators and parts manuals.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Dealer order form showing all equipment being bid.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. The successful bidder shall also agree to provide all transportation and travel expenses from the City of Cody to the bidder's place of business for all warranty work that the City may require on the vehicle.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Dealer within 150 miles of Cody for warranty and service work.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Wyoming Residency Certificate * Komatsu and Dynapac dealer for the Big Horn Basin, based in Billings, MT.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### ADDITIONAL OPTIONS:

* Truck Signal Light .....	\$ 2,200.00
* Back-Up Camera with In-Cab Color Display .....	\$ 2,300.00
* Dual Camera System with In-Cab Color Display (Back-Up and Discharge) .....	\$ 2,900.00

Availability: June 2023

# Memo



**TO:** Vendors for Bid 2022-17

**FROM:** Kylie Hanson, Public Works Administrative Coordinator

**DATE:** November 28, 2022

**RE:** Addendum to Bid 2022-17

Due to recent events the date of the opening for Bid 2022-17 (1) New 2023 or Newer Force Feed Loader has been extended. Please find below, Addendum #1. If you have any questions or concerns, please feel free to call 587-2958, option 2.

## **Bid 2022-17 (1) New 2023 or Newer Force Feed Loader**

### **ADDENDUM #1**

The City of Cody will receive sealed bids until 2:00 p.m., 12/6/2022 at Cody City Hall, 1338 Rumsey Ave, P.O. Box 2200, Cody, Wyoming 82414.

The sealed bids must be returned to the City of Cody no later than 2:00 p.m. 12/6/2022. The bid opening will be held at that time at City Hall.

*Cheryl Coan*

*12-6-2022*



# 3000C Force Feed Loader

**LeeBoy**



## Performance Features:

The only available machine of its kind, the versatile 3000C Force Feed Loader is a year-round workhorse, picking up soil, snow, millings or other windrowed material for fast, low cost material loading. The climate-controlled operator's platform and cab enhance safety and comfort while providing superior visibility to the front pickup feeder and rear discharge conveyor. The loader excels at continuous high capacity material loading and offers safe, single or double lane operation in roadway applications.

- 130 hp (97 kw) Cummins Tier 4 Final Diesel Engine
- Choice of Tapered or Multipurpose Moldboard
- 30" Wide Variable Speed, Reversible, Cleated Conveyor Belt
- Fully Enclosed, Lockable Cab
- Two-Speed Hydrostatic Transmission
- Fail-Safe Braking System
- Year-Round Windrowed Material Loading
- Clear Visibility to the Front Feeder and Rear Conveyor
- Discharge Material to Either Side of the Machine





# 3000C Force Feed Loader Specifications



Dimensions	<ul style="list-style-type: none"> <li>- Length: 34' with 28' conveyor 40' with swivel attached</li> <li>- Width: 8' 6" transport</li> <li>- Height: 11' 7.5" minimum 12' 11" maximum</li> <li>- Total Weight: 20,140 lbs.</li> </ul>	Brakes	<ul style="list-style-type: none"> <li>- Hydrostatic dynamic service brakes</li> <li>- Foot operated, power assisted wet disc secondary brakes</li> <li>- Parking brakes are spring-applied hydraulically released wet disc</li> </ul>
Engine	Cummins diesel, Tier 4 Final – 130 hp (97 kw)	Operator's Area	<ul style="list-style-type: none"> <li>- Fully enclosed cab including safety glass</li> <li>- Front and rear wiper and washer</li> <li>- Deluxe seat with safety belt and armrest</li> <li>- Sound suppression</li> <li>- Tilt console</li> </ul>
Capacities	<ul style="list-style-type: none"> <li>- Fuel: 52 gallons</li> <li>- Hydraulic reservoir: 52 gallons</li> <li>- Diesel exhaust fluid: 5 gallons</li> </ul>	Instrumentation	<ul style="list-style-type: none"> <li>- Low engine oil pressure, high engine temperature alarm/shut down</li> <li>- Color graphic control screen with digital readout. Review and monitor system vitals including voltmeter, fuel gauge, oil pressure gauge, tachometer gauge, water temperature gauge, hour meter, def fluid level</li> <li>- Air filter restriction indicator</li> </ul>
Moldboard	<ul style="list-style-type: none"> <li>- Tapered moldboard with replaceable cutting edges, factory set 7' operating system</li> <li>- Float position provided and hydraulically raised, lowered and tilted</li> <li>- Multi- purpose auger moldboard, optional</li> </ul>	Additional Standard Equipment	<ul style="list-style-type: none"> <li>- Lockable cab</li> <li>- Convex and west coast style mirrors</li> <li>- Cold weather engine package</li> <li>- Front fenders</li> <li>- Head lights and turn lights</li> <li>- LED beacon light</li> <li>- Back up alarm</li> <li>- Back-up lights</li> <li>- 12V DC power outlet</li> <li>- Vandalism protection package</li> <li>- Horn</li> </ul>
Feeder Assembly	<ul style="list-style-type: none"> <li>- Replaceable paddles attached to a chain assembly driven by a hydrostatically operated gear reduction and drive shaft/sprocket assembly</li> <li>- Paddle size: 3' wide x 6" high</li> </ul>	Optional Equipment	<ul style="list-style-type: none"> <li>- 180 degree swivel conveyor</li> <li>- Stand for swivel conveyor</li> <li>- Heating/air conditioner</li> <li>- LED work light package</li> <li>- Truck signal light</li> <li>- Radio/CD/Bluetooth w/ dual speakers &amp; remote</li> <li>- Central lubrication system</li> <li>- Shoulder scraper blade attachment</li> </ul>
Conveyor	<ul style="list-style-type: none"> <li>- Hydraulically raised and lowered</li> <li>- Heavy-duty, reversible, 2-ply polyester cord carcass with rubber covers</li> <li>- Includes 1" rubber cleats</li> <li>- Independently controlled for variable speed</li> <li>- Conveyor length: 28' standard</li> <li>- Belt width: 30"</li> <li>- Belt speed: 0 to 600' per minute</li> </ul>		
Drive	<ul style="list-style-type: none"> <li>- Hand operated servo-controlled, variable speed hydrostatic pump with internal pressure override</li> <li>- Variable speed hydrostatic motor</li> <li>- Heavy-duty off road, two speed gear box, no slip differential</li> </ul>		
Steering	<ul style="list-style-type: none"> <li>- Hydraulic power steering</li> </ul>		



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# Product Specifications

## LeeBoy 3000C Force Feed Loader

The following specifications are based on the 3000C Force Feed Loader manufactured by LeeBoy. Because of continuous equipment research and development, we reserve the right to change these specifications. For more information, questions or assistance preparing specifications, please contact your local LeeBoy Dealer.

### 1. Dimensions

- a. Length: 34' with 28' straight conveyor  
40' with swivel attached
- b. Width: 8' 6" transport
- c. Height: 11' 7.5" minimum  
12' 11" maximum

### 2. Weight:

- a. Total: 20,140 lbs
- b. Front: 10,020 lbs
- c. Rear: 10,120 lbs
- d. Total: 23,500 lbs with swivel
- e. Front: 7,300 lbs with swivel
- f. Rear: 16,200 lbs with swivel

### 3. Engine:

- a. 130 hp (97kw) Cummins diesel
- b. Type: Four-stroke turbo charged, in-line, 4-cylinder, Tier 4 Final diesel engine
- c. Air cleaner: Heavy-duty dual element air filter with precleaner and a restriction indicator
- d. Electrical system: 12 volt with 130 amp alternator
- e. Batteries: Two 12 volt, 835 CCA (each)

### 4. Drive:

- a. Hand operated servo-controlled, variable speed hydrostatic pump with internal pressure override
- b. Variable speed hydrostatic motor
- c. Dana heavy-duty off-road, two-speed gearbox and no spin differential

### 5. Brakes:

- a. Service brakes are hydrostatic dynamic braking
- b. Secondary brakes are foot-operated, power-assisted wet disc
- c. Parking brakes are spring-applied hydraulically released wet disc

### 6. Steering:

- a. Hydraulic power steering

### 7. Tires:

- a. Front tires: 9R x 22.5, 12 ply
- b. Rear tires: 14 x 24, 16 ply

**8. Moldboard:**

- a. Tapered moldboard with replaceable cutting edges and factory set 7' operating system
- b. Float position provided and hydraulically raised, lowered and tilted
- c. Multi-purpose auger moldboard - OPTIONAL

**9. Feeder Assembly:**

- a. Replaceable paddles attached to a chain assembly driven by a hydrostatically operated gear reduction and drive shaft/sprocket assembly
- b. Feeder chain assembly has float capability
- c. Paddle size: 3' wide x 6" high

**10. Conveyor:**

- a. Hydraulically raised and lowered
- b. Belt is a heavy-duty, reversible, 2-ply polyester cord carcass with rubber covers
- c. Includes 1" rubber cleats
- d. Independently controlled for variable speed
- e. Conveyor length: 28' standard
- f. Belt width: 30"
- g. Belt speed: 0 to 600' per minute

**11. Capacities:**

- a. Fuel tank: 52 gallons
- b. Cooling system: 5.5 gallons
- c. Hydraulic reservoir: 52 gallons
- d. Diesel exhaust fluid: 5 gallons

**12. Instrumentation:**

- a. Low engine oil pressure, high engine temperature alarm/shut down
- b. Color graphic control screen with digital readout. Review and monitor system vitals including voltmeter, fuel gauge, oil pressure gauge, tachometer gauge, water temperature gauge, hour meter, air filter restriction indicator, hydraulic sight level and temperature gauge, diesel exhaust fluid gauge

**13. Operator Area:**

- a. Fully-enclosed cab included safety glass
- b. Front and rear wiper and washer
- c. Deluxe seat with safety belt and armrest
- d. Instrument Panel
- e. Sound suppression
- f. Tilt console

**14. Additional Standard Equipment:**

- a. Lockable cab
- b. Convex and west coast style mirrors
- c. Fail-safe brakes system
- d. Cold weather engine package (block heater and glow plugs)
- e. Fuel/water separator

- f. Front fenders
- g. LED Headlights and turn lights
- h. LED beacon light
- i. Back-up alarm
- j. LED Back-up lights
- k. 12V DC power outlet
- l. Vandalism protection
- m. Rear window guard
- n. Horn

**15. Optional Equipment:**

- a. Heating/air conditioner
- b. LED work lighting package
- c. LED Truck signal light
- d. Radio/Bluetooth w/ dual speakers and remote
- e. Central lubrication system
- f. Shoulder scraper blade attachment
- g. 180 degree swivel conveyor
  - i. 180 degree rotation
  - ii. Hydraulically raised and lowered
  - iii. Belt is a heavy-duty, 2ply polyester cord carcass with rubber covers
  - iv. Includes 1" rubber cleats
  - v. Conveyor length: 8'
  - vi. Belt width: 30"
  - vii. Belt speed: 539' per minute
  - viii. Swivel conveyor stands optional
- h. Back-Up/Reverse/Discharge Camera w/ in cab color display
- i. High Speed Conveyor System, 800 fpm
- j. Carbide Coated Cutting Edge (3000FFLT)
- k. Kennametal Carbide Cutting Edge (3000FFLT)

**16. Training, Support and Company**

- a. Training and support manuals
- b. Optional on-site operator training by Dealer
- c. Two-year, unlimited hours warranty against any manufacturer defects
- d. Extended warranty available
- e. 55+ years manufacturing experience
- f. ISO 9001 Certified
- g. Sourcewell Contract #052417-VTL
- h. Manufactured in the USA

## GENERAL INFORMATION AND SPECIFICATIONS

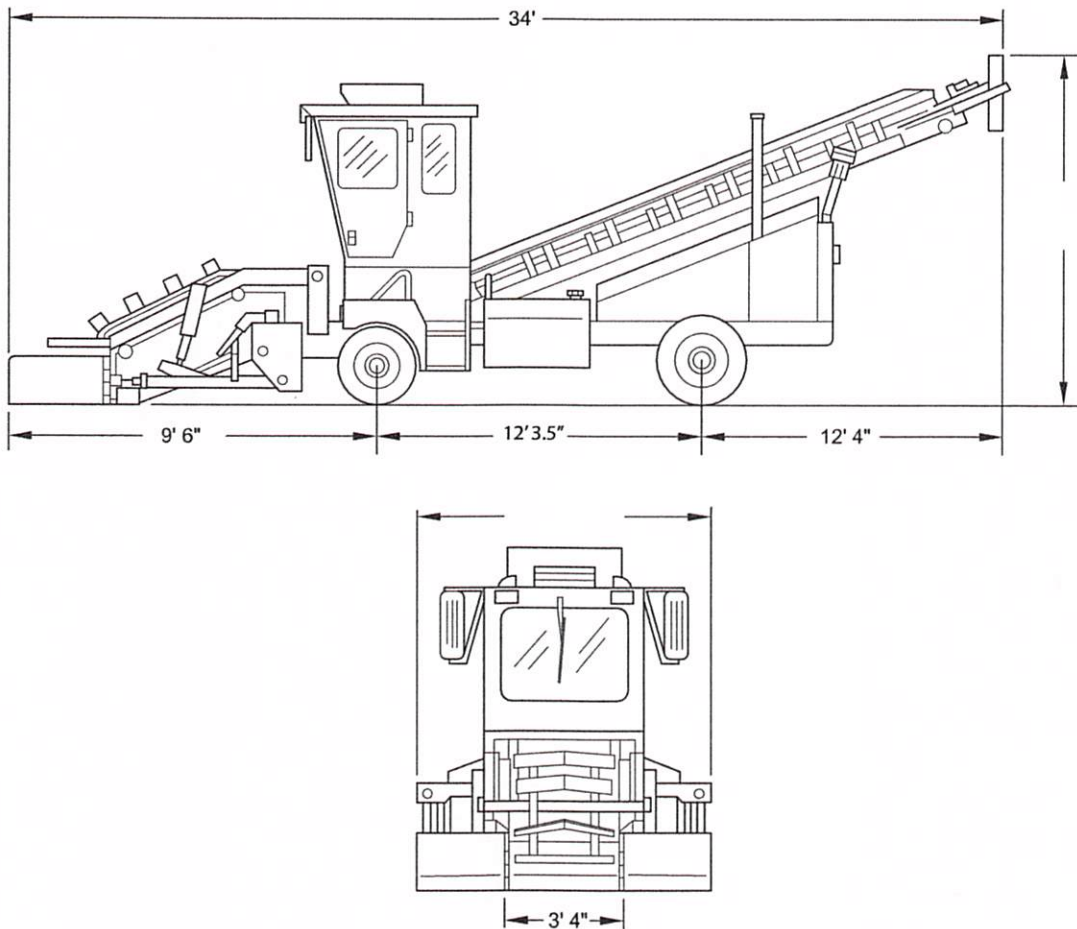
The descriptions and specifications provided in this section are applicable to the LeeBoy 3000C Force Feed Loader. Included in this section are machine weights, dimensions, torque values and fastener specifications.

**Table 2-1. Engine Specifications**

ITEM	CHARACTERISTIC
<b>ENGINE</b>	
Model and Manufacturer	Cummins QSB 4.5 Tier 4F
Type	4-Cycle Diesel
Number of Cylinders	Four
Bore & Stroke	4.02 in x 4.72 in (102mm x 120mm)
Displacement	275 cu in (4506 cu. cm.)
Engine Oil Type	15W-40
Firing Order	1, 3, 4, 2
Oil Capacity	11.6 qt (10.98 L)
<b>ENGINE COOLING SYSTEM</b>	
Type	Radiator
Capacity	5.5 gal (20.8 L)
<b>ENGINE FUEL</b>	
Type Used	Diesel Fuel
Fuel Capacity	52 gal (197 L)

**Table 2-2. Electrical Specifications**

ITEM	CHARACTERISTIC
<b>BATTERY</b>	
Number Per Machine	Two (2) Maintenance-Free
Cold Cranking Amps	835 CCA each
Voltage	12 Volts
<b>ALTERNATOR</b>	
Type and Voltage	12 Volt, Negative Ground
Output Amperage	95 Amps
Fan Belt Tension	Automatic Belt Tension Mechanism
<b>STARTER</b>	
Voltage and Type	12 Volt, Negative Ground



**Table 2-3. Dimension Specifications**

ITEM	SPECIFICATIONS
Length	34' (10.36 cm)
Overall Height	10' 5.5" (320 cm) [Minimum] 12' 11" (393 cm) [Maximum]
Width (Machine)	6' 11" (212 cm)
Width (Cab)	4' 4.5" (130 cm)
Weight	19,750 lbs (8,958 kg)



**Table 2-4. Performance Specifications**

ITEM	SPECIFICATIONS
Travel (Highway)	0 - 24 mph (0 - 38.6.73 kph)
Working	0 - 8 mph (0 - 12.9 kph)

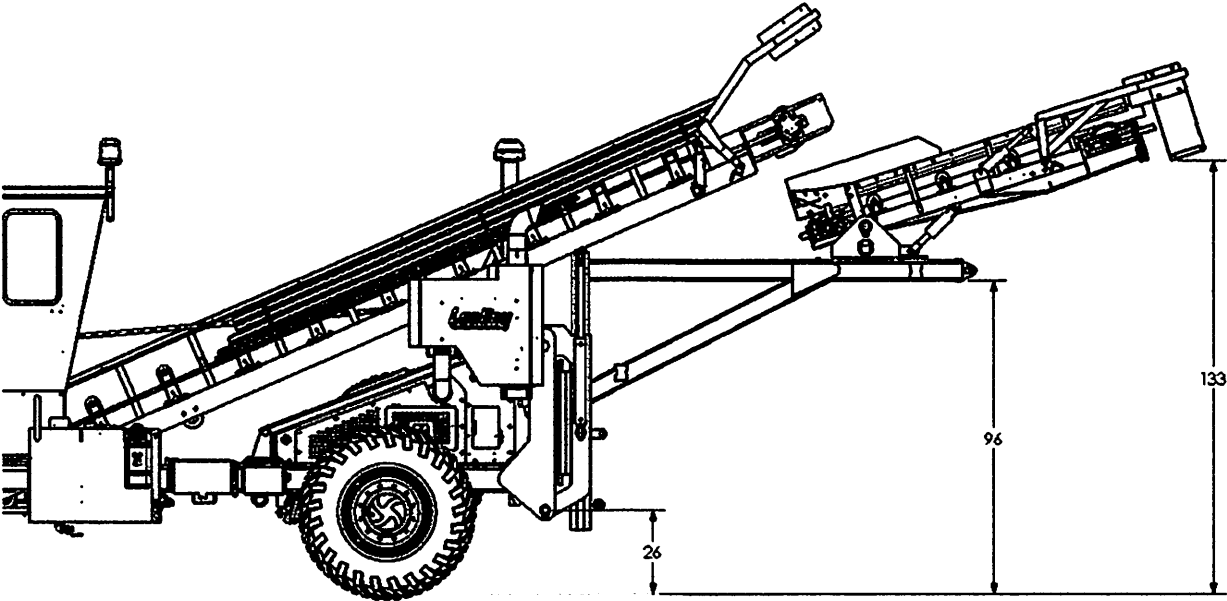
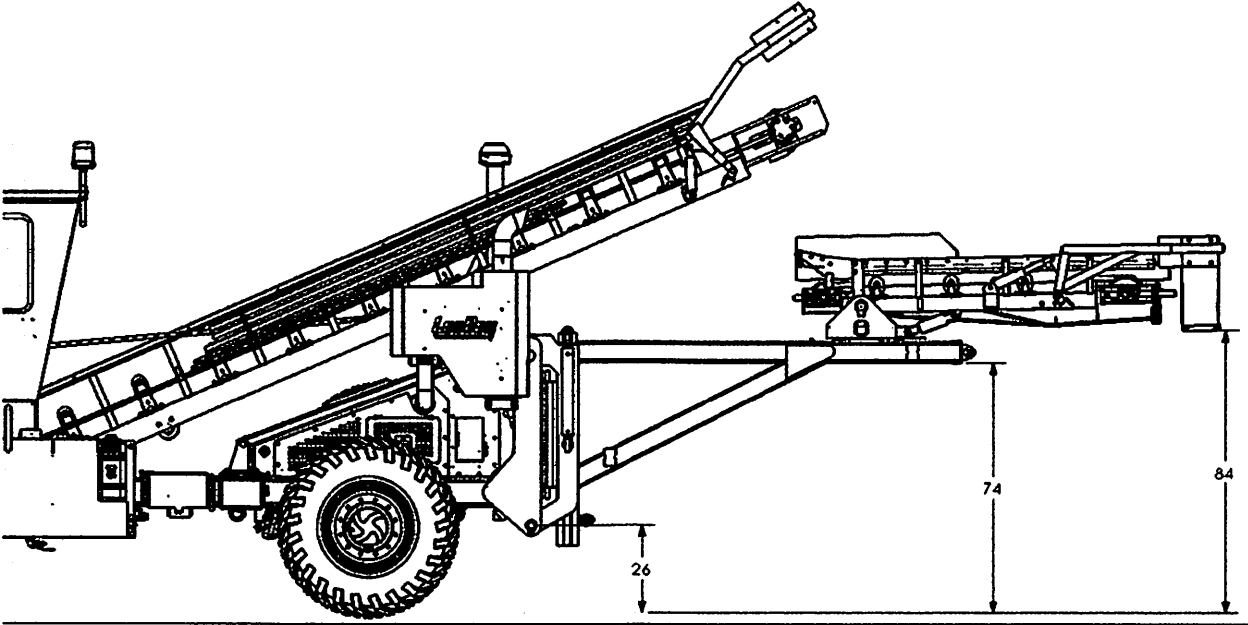
**Table 2-5. Misc. Specifications**

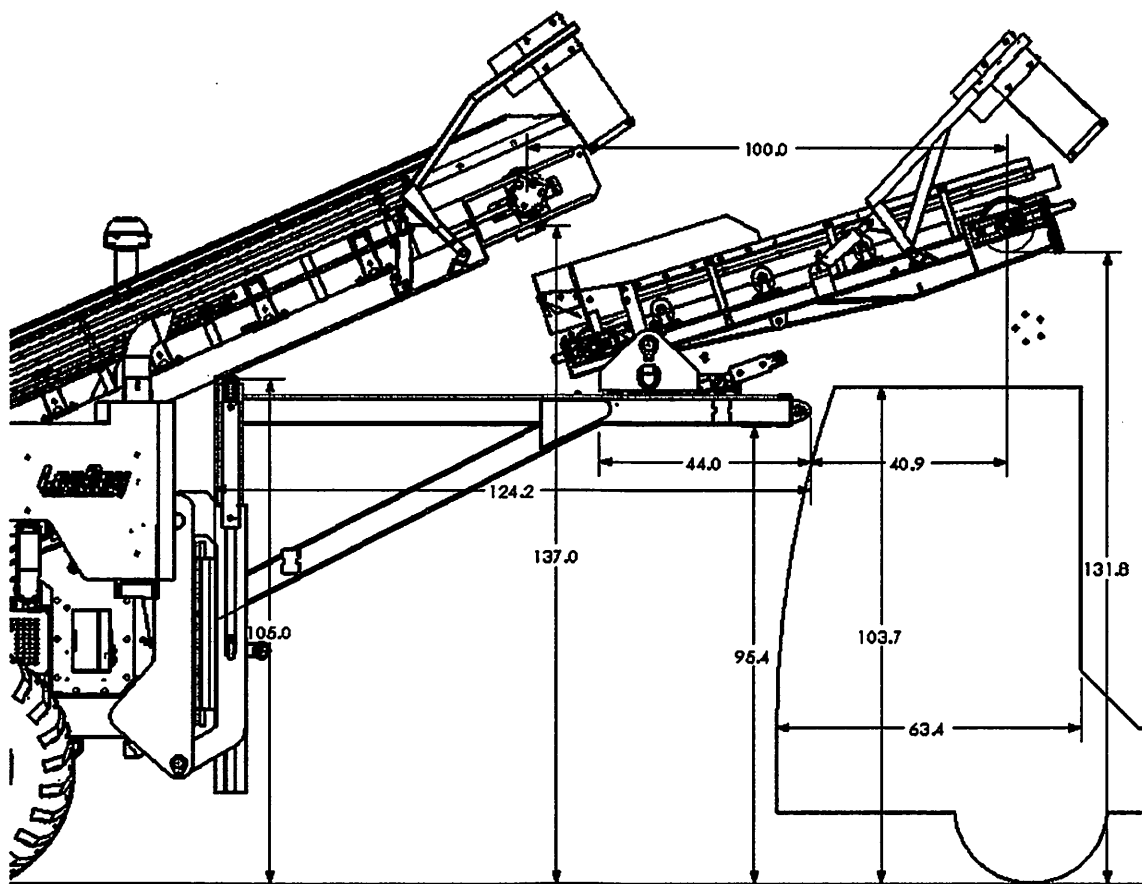
ITEM	SPECIFICATIONS
Transmission	Hydrostatic
Brakes Parking Brake	Utilizes hydrostatic transmission (with 2-speed gear box) Multiple disc on rear-end
Steering	Hydraulic Power Assisted
Tires	FRONT: 9 x 22.5 12 Ply. 100 PSI REAR: 14 x 24. 16 Ply. 51 PSI
<b>Feeder:</b> Raise and Lower Tapered Moldboards Gathering Width	Hydraulic with Variable Speed Control Toe and Heel Adjustable 7' (213 cm)
<b>Conveyor:</b> Control Belt Width Belt Length Discharge	Variable Speed 30" (76.2 cm) 58' 5" (17.8 m) Hydraulically Raised 10' - 11' (3 - 3.4 m)
<b>Cab:</b> Enclosure Seat Windshield wipers Lights	Fully enclosed with safety glass Padded with seat belt Front and rear Headlights, tail lights, turn indicators, work lights and instrument lights

**Table 2-6. Machine System Capacity Specifications**

ITEM	SPECIFICATIONS
Fuel	52 gal. (75.7 L)
Engine Lubrication Oil	11.6 qt. (10.98 L) (with lubrication oil filter)
Cooling System	5.5 gal. (20.8 L)
Hydraulic Oil Reservoir	52 gal. (75.7 L)
Double Pump Drive	4 qt. (3.8 L)
2-Speed Box	3.7 qt. (3.5 L)
Rear Axle	12 qt. (11.4 L) each side
Rear Axle Planet Gear Carrier	5 qt. (4.8 L) each side
Torque Hub Feeder Drive	1 qt. (.9 L)
Torque Hub Conveyor Drive	1 qt. (.9 L)
Diesel Exhaust Fluid (DEF)	5 gal

**LeeBoy 3000C Force Feed Loader Swing Conveyor Specifications**









## EQUIPMENT PRICING & ORDER FORM

Phone: 704.966.3300

[Sales@LeeBoy.com](mailto:Sales@LeeBoy.com)

FOB Lincolnton, NC

### 3000C Force Feed Loader

DEALER: Modern Machinery

DATE: 11/28/2022

P. O. NO: \_\_\_\_\_

FLOOR PLAN: YES / NO

WITH: \_\_\_\_\_

NEED BY DATE: \_\_\_\_\_

STOCK ORDER: YES / NO

CUSTOMER: \_\_\_\_\_

SHIP VIA: \_\_\_\_\_

\*\*\*Specifications are required with orders linked to bids\*\*\*

CONTACT EMAIL: \_\_\_\_\_

#### SOLD ORDER - CUSTOMER CLASS:

SHIP TO ADDRESS: \_\_\_\_\_

CONTRACTOR GOV / MUNI NATIONAL ACCOUNT SOURCEWELL

MODEL	MOLDBOARD STYLE	ENGINE	CONVEYOR	LIST PRICE	ORDER NUMBER	CK
3000C	Tapered	130 HP Cummins	28' Straight	\$	3000FFLT	
3000C	8' Multi-purpose (Auger)	130 HP Cummins	28' Straight	\$	3000FFLA	x

#### STANDARD FEATURES

See LeeBoy 3000C Specifications at: [LeeBoy.com - 3000C Force Feed Loader](http://LeeBoy.com - 3000C Force Feed Loader)

#### OPTIONS

DESCRIPTION	LIST PRICE	ORDER NUMBER	CK
180 Degree Swivel Conveyor	\$	1020979	x
Stand for Swivel Conveyor	\$	988165	x
Heating and Air Conditioning	\$	1014501	x
LED Light Package	\$	982012	x
Truck Signal Light	\$	1021073	
Radio/Bluetooth w/Dual Speakers and Remote	\$	1000705	x
Central Lubrication System	\$	1021856	x
Back-Up Camera w/in cab color display	\$	1026181	
Dual Camera System w/in-Cab Color Display ** Back-up and Discharge	\$	1026477	
Carbide Coated Cutting Edge ** only available on the 3000FFLT	\$	1025954	
Kennametal Carbide Cutting Edge ** only available on the 3000FFLT	\$	1001091	
Shoulder Scraper Blade Attachment ** only available on the 3000FFLT	\$	1021818	
<a href="#">Extended Warranty Program (Contact factory for specifics or go to www.leeboy.com and view extended program under the warranty tab of the dealer login home page.)</a>			

Pricing is subject to change 90 days prior to delivery.



COMMENTS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PHONE: \_\_\_\_\_

# Information and Specifications



## TWO YEAR LIMITED WARRANTY

### Limited Warranty

If a manufacturing defect in factory supplied materials or factory workmanship is found and the authorized LeeBoy dealer ("Dealer") is notified during the warranty period, LeeBoy will be responsible for repairing or replacing any part or component of the unit or part that fails to conform to the warranty during the warranty period.

### Terms and Conditions

The warranty applies for a period of two years (for unlimited hours of usage on the unit during the two years), beginning on the date that the Dealer from which the unit is purchased submits the warranty registration form to LeeBoy (typically on the date of purchase).

- The warranty is not transferable and applies only to the original purchaser of a new unit from a Dealer.
- Warranty work must be performed at an authorized Dealer location.
- LeeBoy has the right to repair any component or part before replacing it with a new one.
- Replacement parts furnished by LeeBoy are covered for the remainder of the warranty period applicable to the unit or component in which such parts are installed.
- All new replacement parts purchased from a Dealer will carry a six (6) month warranty.

### Exclusions and Limitations

LeeBoy has no obligation under this warranty for any defects or failures caused by:

- Misuse, misapplication, negligence, accident or failure to maintain or use in accordance with the most current operating instructions;
- Unauthorized alterations or modifications;
- Any replacement parts or attachments not manufactured by or expressly approved by LeeBoy;
- Failure to conduct normal maintenance and operating service, including without limitation, providing lubricants, coolant, fuel, tune-ups, inspections or adjustments; or
- Unreasonable delay, as determined by LeeBoy, in making the applicable units or parts available upon notification of a service notice ordered by LeeBoy.

LeeBoy is not responsible for any of the following:

- Defects or failures with respect to any engine or truck chassis;
- Defects or failures covered by a warranty provided by a third-party, including without limitation warranties with respect to engines or truck chassis;
- Costs related to travel time, mileage or overtime;
- Costs related to transporting the unit to and from the place at which warranty work is performed;
- Airfreight charges related to transporting repair parts to the place at which warranty work is performed;
- Used units or used parts of any kind;
- Repairs due to normal wear and tear, or brought about by abuse or lack of maintenance of the equipment, except for premature failures;
- Attachments not manufactured or installed by LeeBoy; or
- Miscellaneous charges.

### Exclusion of Other Warranties/Limitation of Liability

OTHER THAN THE EXPRESS WARRANTY PROVIDED IN SECTION A. ABOVE, LEEBOY GIVES NO EXPRESS, STATUTORY, OR IMPLIED WARRANTY OR GUARANTEE AND HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DURABILITY, CONDITION, QUALITY, OR FREEDOM FROM CLAIMS OF ANY PERSON BY WAY OF INTERFERENCE, INFRINGEMENT, OR THE LIKE.

IN NO EVENT OR UNDER ANY THEORY OF RECOVERY, WHETHER AS A RESULT OF BREACH OF CONTRACT OR WARRANTY, ALLEGED NEGLIGENCE, OR LIABILITY WITHOUT FAULT, SHALL LEEBOY BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE SALE, USE, OR LOSS OF USE OF ANY PRODUCT, INCLUDING WITHOUT LIMITATION LOST PROFITS OR REVENUES, COST OF CAPITAL, COST OF SUBSTITUTED EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, LABOR COSTS, OR DIMINUTION OF VALUE.





**TRUST LEEBOY.**  
AS DEPENDABLE AS YOUR DAY IS LONG.

#### ASPHALT PAVERS

**1000**



49hp / 11,000 lbs.  
Width Up To 13'

**5300**



64hp / 12,700 lbs.  
Width Up To 7'

**6150**



74hp / 17,550 lbs.  
Width Up To 15'

\*LBP 150D

**7000**



64hp / 13,000 lbs.  
Width Up To 13'

**8500**



71hp / 18,100 lbs.  
Width Up To 15'

**8510**



74hp / 17,720 lbs.  
Width Up To 15'

**8515**



74hp / 17,600 lbs.  
Width Up To 15'

**8520**



106hp / 19,760 lbs.  
Width Up To 15'

**8530**



125hp / 22,520 lbs.  
Width Up To 15' 6"

**8616**



127hp / 23,450 lbs.  
Width Up To 15' 6"

**685**



LeeBoy Controls  
L: 22'3", W: 7'8", H: 10'2"  
130hp / 16,000 lbs.

**695**



Standard Controls  
L: 22'3", W: 7'8", H: 10'2"  
130hp / 16,000 lbs.

\*LBP G700B

#### ASPHALT DISTRIBUTORS

**Max 2**

**Rosco**



12' Full Circulating Folding Spraybar  
1,050 to 5,270 Gallons  
Plus+1 CAN Bus

**Max 3**

**Rosco**



16' Full Circulating, Extendible Spraybar  
1,050 to 5,270 Gallons  
Plus+1 CAN Bus, Hot Oil Heat Option

**Max 4**

**Rosco**



24' Full Circulating, Extendible Spraybar  
2,050 to 5,270 Gallons  
Plus+1 CAN Bus, Hot Oil Heat Option

#### BROOMS

**NV55**

**Rosco**



Front-Mount Brush  
74hp / 6,900 lbs

\*LBP FB55

**RB50**

**Rosco**



Center-Mount Brush  
74hp / 5,510 lbs

\*LBP CB55

**NB25**

**Rosco**



Center-Mount Brush  
25hp / 3,050 lbs

#### ROAD WIDENER

**4130**



74hp or 130hp / 27,280 lbs  
Wheelbase: 9' 9"

\*LBP RW55

#### FORCE FEED LOADER

**3000**



L: 34'; W: 8'6"  
130hp / 20,140 lbs

#### PATCHER

**RA-400**

**Rosco**



1 Person Operation  
VORTEC System • Plus+1 Controls

#### TACK TANKS

**L150**



150 Gallons / 1,725 lbs  
Engine: Gas or Diesel Available

**L300**



300 Gallons / 1,950 lbs  
Engine: Gas or Diesel Available

**L600**



600 Gallons / 3,380 lbs  
Engine: Gas or Diesel Available

#### CHIP SPREADER

**CSV**



275hp / 23,720 lbs  
Spread Width: 8' to 16'



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For additional products or information, visit our website: [www.LeeBoy.com](http://www.LeeBoy.com) LC-2022.10-EN







# ASPHALT PAVER COMPARISON

TRACK

LEGEND SCREEDS

OPTIONAL EQUIPMENT

	1000G	7000C	8500E	8510E	8515E	8520B	8530	8616D	6150	5300
<b>Length</b>	9' 6"	11'	12' 8"	13' 5"	13' 5"	14' 5"	15'	16' 4"	16' 6"	15' 5"
<b>Height</b>	7' 0"	7'	6' 4"	8'	8' 0"	8' 2"	Low: 6' 8"   High: 7' 9"	Low: 6' 8"   High: 7' 10"	7' 8"	7' 8"
<b>Weight</b>	11,000 lbs	13,000 lbs	18,100 lbs	17,720 lbs	17,600 lbs	19,760 lbs	22,520 lbs	23,450 lbs	17,550 lbs	12,700 lbs
<b>High/Low Deck</b>	Low Deck	Low Deck	Low Deck	Specify With Order	Operator Choice	Operator Choice	Operator Choice	Operator Choice	Operator Choice	Low Deck
<b>Steel Track</b>	Steel Standard	Steel Standard	Steel Standard	Optional	Optional	Not Available	Not Available	Not Available	Not Available	Not Available
<b>Poly Pad Track</b>	Not Available	Not Available	Optional	Poly Pad Standard	Poly Pad Standard	Poly Pad Standard	Poly Pad Standard	Poly Pad Standard	Rubber Tire	Poly Pad Standard
<b>Rubber Track</b>	Not Available	Not Available	Optional	Optional	Optional	Optional	Optional	Not Available	Not Available	Not Available
<b>Undercarriage</b>	Friction Drive	Friction Drive	Crawler Sprocket	Crawler Sprocket	Crawler Sprocket	Crawler Sprocket	Crawler Sprocket	Crawler Sprocket	Rubber Tire	Crawler Sprocket
<b>Steering</b>	Cable	Cable	Cable	Electronic Plus+1	Electronic Plus+1	Electronic Plus+1	Electronic Plus+1	Electronic Plus+1	Electronic Plus+1	Electronic Plus+1
<b>Controls</b>	Cable	Cable	Cable	Cable	Electric/Hydraulic	Electric/Hydraulic	Electric/Hydraulic	Electric/Hydraulic	Electric/Hydraulic	Electric/Hydraulic
<b>Propane Screed</b>	Standard Variable up to 13' 1,750 lbs	Standard Variable up to 13' 1,775 lbs	Standard Variable up to 15' 2,510 lbs	Not Available	Not Available	Not Available	Not Available	Not Available	Standard Variable up to 15' 2,510 lbs	Standard Variable up to 7' 1,460 lbs
<b>Electric Screed</b>	Not Available	Not Available	Optional 2,600 lbs	Standard Variable up to 15' 2,600 lbs	Standard Variable up to 15' 2,810 lbs	Not Available	Not Available	Not Available	Optional 2,600 lbs	Not Available
<b>HD Screed</b>	Not Available	Not Available	Not Available	Optional 3,075 lbs	Optional 3,230 lbs	Standard Variable up to 15' 3,260 lbs	Not Available	Not Available	Optional 3,010 lbs	Optional 1,425 lbs
<b>HD PRO Screed</b>	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available	Standard, Variable up to 15' 6" 4,150 lbs	Standard, Variable up to 15' 6" 4,150 lbs	Not Available	Not Available
<b>Hopper Size</b>	5.5 Ton	6 Ton	7.5 Ton	7.5 Ton	7.5 Ton	9 Ton	9 Ton	9 Ton	7 Ton	7 Ton
<b>Asphalt Delivery</b>	Tilt Hopper	Two 36" Conveyors	Two 36" Conveyors	Two 36" Conveyors	Two 36" Conveyors	Two 36" Conveyors	Two 36" Conveyors	Two 20.5" Conveyors	Two 20.5" Conveyors	One 13" Conveyor
<b>Augers</b>	9"	9"	12"	12"	12"	12"	12"	12"	12"	12"
<b>Engine Size</b>	49 HP	64 HP	71 HP	74 HP	74 HP	106 HP	125 HP	127 HP	74 HP	64 HP
<b>Seats</b>	1	1	1 (2nd optional)	2	2	2	2	2	2	N/A
<b>Sloping Extensions</b>	Not Available	Not Available	Not Available	Not Available	Optional	Optional	Standard	Standard	Optional	Not Available
<b>Truck Hitch</b>	Not Available	Optional	Optional	Optional	Optional	Optional	Optional	Optional	Optional	Not Available
<b>Sonic Augers</b>	Optional	Optional	Optional	Standard	Standard	Standard	Standard	Standard	Standard	Standard
<b>Grade Control</b>	Optional	Optional	Optional	Optional	Optional	Optional	Optional	Optional	Optional	Optional
<b>Heated End Gates</b>	Not Available	Not Available	Optional	Optional	Optional	Optional	Optional	Optional	Optional	Not Available
<b>Automatic Temp Control (ATC)</b>	Not Available	Not Available	Not Available	Optional	Optional	Optional	Standard	Standard	Optional	Not Available
<b>Berm Attachment</b>	Not Available	Not Available	Not Available	Optional	Optional	Optional	Optional	Optional	Optional	Not Available

Please visit [LeeBoy.com](http://LeeBoy.com) or visit your local LeeBoy Dealer for more information. LC-2022 10-EN

MEETING DATE: DECEMBER 20, 2022

DEPARTMENT: PUBLIC WORKS / POLICE

PREPARED BY: ROB KRAMER

PRESENTED BY: PHILLIP BOWMAN

**AGENDA ITEM SUMMARY REPORT**  
**Bid 2022-16 (1) New Ford F600 4-Wheel Drive Chassis**  
**with Armored Body**

**ACTION TO BE TAKEN:**

Consider approving the award of Bid 2022-16 to The Armored Group, LLC for one Ford F600 chassis with armored body in the AMENDED amount of \$263,000.00.

**SUMMARY OF INFORMATION:**

A request was made in the FY 2023 Budget for the purchase of a new armored vehicle for the Police Department with funding from the Vehicle Replacement Fund. The bid was publicly advertised in the Cody Enterprise and bid packets were sent to The Armored Group, LLC.

One bidder submitted one bid. This bid was opened at City Hall on 11/29/2022.

The Armored Group, LLC submitted one bid for a Ford F600 chassis with armored body in the original amount of \$269,800.00.

The Armored Group, LLC later submitted an AMENDED bid amount of \$263,000.00 dated 12/4/2022 as explained below.

The Armored Group, LLC original bid (\$269,800) was based on the bidder's belief that a performance bond was required with the bid instead of a bid bond. This was clarified with the bidder after the bids were opened, and the bidder stated that it would be less expensive for them to acquire the bid bond required in the City's bid documents. Jeremy Johnson, Fleet Manager with The Armored Group, LLC provided an AMENDED bid to City Staff on December 4, 2022, in the amount of \$263,000 that removed the additional cost of a performance bond while meeting all vehicle specifications and bid requirements (bid bond only).

**FISCAL IMPACT:**

Funding in the amount of \$250,000.00 was approved by City Council with Budget Amendment No. 1 on August 16, 2022, and the purchase will be funded from the Vehicle Replacement Fund as part of the amended FY 2023 Budget. Funding for the additional amount of \$13,000.00 will be provided from the Vehicle Replacement Fund in a future budget amendment.

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

**ATTACHMENTS:**

1. The Armored Group, LLC AMENDED bid dated 12/4/2022
2. The Armored Group, LLC original bid dated 11/28/2022 with vehicle specifications

**AGENDA & SUMMARY REPORT TO:**

1. Jeremy Johnson, The Armored Group, LLC, [jeremy@armoredcars.com](mailto:jeremy@armoredcars.com)



Bid Proposal Form  
**Bid 2022-16 (1) New 2023 or Newer 600 4-Wheel Drive Chassis w/Armored Body**  
City of Cody, Wyoming

Mayor and City Council  
City of Cody  
PO Box 2200  
1338 Rumsey Avenue  
Cody, WY 82414



The undersigned Bidder agrees to provide **(1) New 2023 or Newer 600 4-Wheel Drive Chassis w/Armored Body**, free and clear of all liens of any kind, pursuant to the specifications and invitation to bid. The bid price shall be F.O.B. City of Cody Vehicle Maintenance Shop 119 19<sup>th</sup> St. Cody, WY 82414.

Bid Schedule	Quantity	Unit	Total Price
Bid for:	1	BATT X2	\$ <u>263,000.00</u>
Less trade if any:			\$ ( <u>N/A</u> )
Net Total Bid	<b>Ammended</b>		\$ <u>263,000.00</u>

The undersigned warrants that he/she has read and understands the requirements of the City of Cody, that he/she encloses a bid bond in the amount of not less than five percent (5%) of the "TOTAL BID" amount, and that the bid price represents all costs to the City of Cody including delivery, setup, installation and testing of providing the unit in accordance with the specifications therefore. All bid guarantees must be received in the form of a bid bond, cashier's check or money order. No personal or business checks will be accepted as a bid guarantee. If a bid is received without the necessary 5% bid guarantee it will be rejected. The undersigned further understands that the Governing Body of the City of Cody shall determine in its sole discretion the most responsible bidder, and the Governing Body may reject any and all bids or make substitutions, waive defects deemed unsubstantial in any bid, and that if an award is made, the Governing Body will award the bid in the best interest of the City. Award of bid is subject to budget appropriation for this purchase.

The offer made herein shall be binding for 60 days after the date of bid opening.

Award of bid shall be made by Notice of Award, which shall be accompanied by a binding agreement to supply the unit pursuant to the bid documents. Bidder warrants that Bidder has read the proposed agreement and agrees to the terms and conditions contained therein. The unit shall be delivered and tested within the time frame specified by the Bidder upon award of bid.

Payment shall be made within 30 days after the delivery and acceptance of the unit.

Date Dec 4, 2022

Jeremy Johnson

Signature

**Jeremy Johnson**

**The Armored Group, LLC**

Company

5221 N. Saddle Rock Dr, Phoenix, AZ 85018

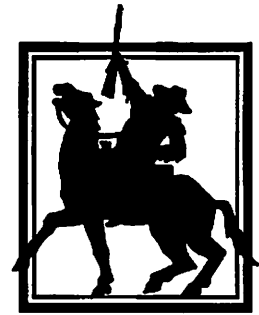
Mailing Address

**Jeremy@armoredcars.com**

Email Address

Bid Proposal Form  
**Bid 2022-16 (1) New 2023 or Newer 600 4-Wheel Drive Chassis w/Armored Body**  
City of Cody, Wyoming

Mayor and City Council  
City of Cody  
PO Box 2200  
1338 Rumsey Avenue  
Cody, WY 82414



**CITY OF CODY**  
**WYOMING**

The undersigned Bidder agrees to provide **(1) New 2023 or Newer 600 4-Wheel Drive Chassis w/Armored Body**, free and clear of all liens of any kind, pursuant to the specifications and invitation to bid. The bid price shall be F.O.B. City of Cody Vehicle Maintenance Shop 119 19<sup>th</sup> St. Cody, WY 82414.

Bid Schedule	Quantity	Unit	Total Price
Bid for:	1.	BATT X2	\$ <u>269,800.00</u>
Less trade if any:			\$ ( <u>N/A</u> )
Net Total Bid			\$ <u>269,800.00</u>

The undersigned warrants that he/she has read and understands the requirements of the City of Cody, that he/she encloses a bid bond in the amount of not less than five percent (5%) of the "TOTAL BID" amount, and that the bid price represents all costs to the City of Cody including delivery, setup, installation and testing of providing the unit in accordance with the specifications therefore. All bid guarantees must be received in the form of a bid bond, cashier's check or money order. No personal or business checks will be accepted as a bid guarantee. If a bid is received without the necessary 5% bid guarantee it will be rejected. The undersigned further understands that the Governing Body of the City of Cody shall determine in its sole discretion the most responsible bidder, and the Governing Body may reject any and all bids or make substitutions, waive defects deemed unsubstantial in any bid, and that if an award is made, the Governing Body will award the bid in the best interest of the City. Award of bid is subject to budget appropriation for this purchase.

The offer made herein shall be binding for 60 days after the date of bid opening.

Award of bid shall be made by Notice of Award, which shall be accompanied by a binding agreement to supply the unit pursuant to the bid documents. Bidder warrants that Bidder has read the proposed agreement and agrees to the terms and conditions contained therein. The unit shall be delivered and tested within the time frame specified by the Bidder upon award of bid.

Payment shall be made within 30 days after the delivery and acceptance of the unit.

Date 11-28-2022

Jeremy Johnson

Signature

Jeremy Johnson

Typed or Printed Name

The Armored Group, LLC

Company

5221 N. Saddle Rock Drive, Phoenix, AZ 85018

Mailing Address

jeremy@armoredcars.com

Email Address





November 28, 2022

City of Cody  
P.O. Box 2200  
1338 Rumsey Ave  
Cody, WY 82414

Dear Mr. Kramer:

This letter is to inform you of our explanations to the "NO" Responses in Bid # 2022-16 and any deviations called out in the bid documents.

- 1) (F) Miscellaneous, #4 (Upon Delivery to the City, the vehicle will be fully equipped as specified, serviced, cleaned and ready to enter into service for the City of Cody.
  - a. I answered "No" to this as it will be delivered by a third-party transportation company and thus will be dirty from the drive from our plant to yours. It will be fully equipped and ready for service.
- 2) (I) Miscellaneous, #4 (Upon Delivery to the City, the vehicle will be fully equipped as specified, serviced, cleaned and ready to enter into service for the City of Cody.
  - a. I answered "No" to this as it will be delivered by a third-party transportation company and thus will be dirty from the drive from our plant to yours. It will be fully equipped and ready for service.
- 3) (I) Miscellaneous, #5 (Current Wyoming Residency Certificate)
  - a. TAG is not a Wyoming Resident.
- 4) 2023 Ford F600
  - a. The chassis we have are technically 2022 models. These are new and unused chassis. The Chassis specifications are attached in our bid response.

Sincerely,

Jeremy Johnson  
Director, Law Enforcement Division  
The Armored Group, LLC

## City of Cody

### Specifications for (1) New 2023 Chassis

THE BIDDER SHALL COMPLETE EVERY SPACE BY PLACING A CHECK MARK UNDER THE YES OR NO COLUMN TO INDICATE THAT THE ITEM BEING BID IS EXACTLY AS SPECIFIED. ALL NO RESPONSES SHALL BE EXPLAINED IN DETAIL ON AN ATTACHED SHEET.

#### A. GENERAL

- |   | YES                                 | NO                       |
|---|-------------------------------------|--------------------------|
| 1. SIZE: F600 Super Duty DRW Commercial Chassis | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. 4-Wheel Drive                                | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

#### B. ENGINE AND POWER TRAIN

- |  |                                     |                          |
|--|-------------------------------------|--------------------------|
| 1. ENGINE SIZE: 6.7-liter Turbo Diesel   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. ENGINE BLOCK HEATER: Factory installed.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. TRANSMISSION: Heavy duty 10-speed automatic with auxiliary external oil cooler. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. DIFFERENTIAL: Limited Slip  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. DIFFERENTIAL RATIO: Approximately 4.88  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. ENGINE OIL COOLER: Heavy duty air to oil.                                       | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

#### C. SUSPENSION & RUNNING GEAR

- |   |                                     |                          |
|---|-------------------------------------|--------------------------|
| 1. SUSPENSION: Mono-beam leaf spring with rear stabilizer.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. BRAKES: Heavy duty four-way Anti-Lock Brakes.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. WHEELS & TIRES: (5) full size wheels & All-Season radial tires to meet the maximum G.V.W. rating of the vehicle being bid. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. WHEEL BASE: Minimum of 131 inches.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. STEERING: Factory installed power steering.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. FRONT TOW HOOKS: Factory installed.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. GROSS VEHICLE WEIGHT: Minimum G.V.W. of 22,000lbs.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

#### D. ELECTRICAL SYSTEM

- |   |                                     |                          |
|---|-------------------------------------|--------------------------|
| 1. BATTERY: Maintenance free heavy-duty with a min. of 600 CCA. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. ALTERNATOR: (12) volts, 240 amp minimum.                     | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

**ELECTRICAL SYSTEM continued****YES NO**

- |   |                                     |                          |
|---|-------------------------------------|--------------------------|
| 3. GAUGES or INDICATORS: Factory installed to monitor alternator function, engine oil pressure and engine temp. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. TRAILER BRAKE CONTROLLER: Integrated w/Wiring harness to the end of frame.                                   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. ELECTRIC HARNESS: 7- wire harness w/ sealed connector.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

**E. BODY & INTERIOR**

- |  |                                     |                          |
|--|-------------------------------------|--------------------------|
| 1. WINDSHIELD WIPERS: Multi-speed w/intermittent system.                         | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. RADIO: AM/FM, w/clock.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. WINDOWS: Power Windows.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. LOCKS: Dealer to supply (3) sets of keys.                                     | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. STEERING WHEEL: Comfort tilt.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. MIRRORS: Dual outside trailer tow rear view mirrors, mounted below eye level. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. HEATER AND AIR CONDITIONER: Factory installed manual control.                 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8. SEATS: Heavy duty cloth 40/20/40 bench type seat.                             | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9. FLOOR MATS: Heavy duty rubber, factory supplied.                              | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 10. GLASS: Solar Ray Tinted Windows.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

**F. MISCELLANEOUS**

- |   |                                     |                                     |
|---|-------------------------------------|-------------------------------------|
| 1. Full manufacturer's standard warranty.   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 2. Dealer order form showing all equipment being bid.   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 3. The successful bidder shall also agree to provide all transportation and travel expenses from the City of Cody to the bidder's place of business for all warranty work that the City may require on the vehicle. | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 4. Upon delivery to the City, the vehicle will be fully equipped as specified, serviced, cleaned and ready to enter into service for the City of Cody.  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

## City of Cody

### Specifications for Armored Body

THE BIDDER SHALL COMPLETE EVERY SPACE BY PLACING A CHECK MARK UNDER THE YES OR NO COLUMN TO INDICATE THAT THE ITEM BEING BID IS EXACTLY AS SPECIFIED. ALL NO RESPONSES SHALL BE EXPLAINED IN DETAIL ON AN ATTACHED SHEET.

#### A. ARMOR LEVEL

- |  | YES                                 | NO                       |
|--|-------------------------------------|--------------------------|
| 1. NIJ IV +.50 Cal Ball Ammo                                 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. 46100 Mil Spec Steel; Cabin, Rear Officer vertical panels | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

#### B. CABIN DOOR DESIGN

- |  |                                     |                          |
|--|-------------------------------------|--------------------------|
| 1. Two-Door Design for Cabin Entry             | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. (2) Additional Side Officer Entry Doors     | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Double Rear Doors                           | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Front Cabin Doors offer 90° & 45° Lock Outs | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Rear Doors Lock Out at 90°                  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Exterior Door Gap Protection on All Doors   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

#### C. WINDOWS

- |  |                                     |                          |
|--|-------------------------------------|--------------------------|
| 1. Bullet Resistant Glass-clad Polycarbonate w/Low Spall Liner | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. 66mm Maximum Thickness                                      | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. 2-Piece Windshield  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Heated Front Windshield                                     | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. (2) Front Door Windows                                      | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. (4) Horizontal Windows in Side Walls                        | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. (2) Rear Door Windows                                       | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8. (1) Turret Lid View Window Above Gun Port                   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9. Windows Mounted Externally for Ease of Replacement          | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

#### D. PROTECTION

- |   |                                     |                          |
|---|-------------------------------------|--------------------------|
| 1. Armored Firewall Protection Against Shots or Blast Fragments | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Full Hood Armor Protection Package                           | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

**PROTECTION continued****YES NO**

- |  |                                     |                          |
|--|-------------------------------------|--------------------------|
| 3. Traditional Opening Hood.                                     | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Fuel Tanks to Include Locking Armored Door                    | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Fuel Tanks to Have Armored Vertical Protection and Skid Plate | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

**E. EXTERIOR**

- |   |                                     |                          |
|---|-------------------------------------|--------------------------|
| 1. (2) Tow Hooks on Front of BATT and (2) on Rear of BATT   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Tow Hooks on Roof  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Heavy Duty Running Boards  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Heavy Duty Rear Platform   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Additional Rear Bumper Light for Bumper Illumination   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Steel Grab Handles for Riding on Running Boards; Around Roof, on A Pillar & All Doors  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. Rear Mounted Roof Access Steps   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8. Rotating Roof Hatch; 360° Rotation w/Multiple Locking Positions, Counterbalanced Roof Hatch Lid, Heavy Duty Lid Locking System, View Window  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9. Optic-Ready Gun Ports Rated for NIJ IV +.50 Cal Ball Ammo (11 Total); Each Cabin Door, Additional Passenger Side Door, Each Rear Door, Turret Lid, Driver's Side Wall, Passenger's Side Wall | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 10. Pre-Cut to Fit a 16,500lb Electric Winch System w/Wire Remote   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 11. Pre-Cut for (2) Remote Control LED Spotlights on Rear Corners   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 12. Manual Battering Ram; Adjustable Height, Stores on Side   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 13. Painted Gray  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

**F. INTERIOR**

- |  |                                     |                          |
|--|-------------------------------------|--------------------------|
| 1. Interior Grab Handles for Stabilization In Cabin & Rear Officer's Area  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. (2) Front Seats; High Back Adjustable, Heavy-Duty Nylon Covering  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Rear Bench Seat; Enclosed Under Seat Storage, Padded w/Padded Back Rests, Heavy-Duty Nylon Covering, Cut-Outs for Backboard Slats | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. (2) Rearward Facing Jump Seats; Heavy-Duty Nylon Covering   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Seat Belts at All Seating Locations   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

**INTERIOR continued**

	YES	NO
6. Roof Hatch Step Stored Flat in Floor	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Large Additional Rear HVAC Unit Mounted in Rear Officer's Area	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Dual Layer Ceramic-Based Thermal and Noise Cancelling Insulation on Side-walls and Ceiling.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. (2) Exhaust Fans in Rear Compartment	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Armored with Blast Mitigating Floor	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Painted Gray	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**G. ELECTRICAL/LIGHTING/CONTROLS**

1. Switches to Have Backlit Control Panel, Usable by Both Driver and Passenger	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Interior Ceiling Mounted Lighting; Allows for White/Red/Both, Master Switch in Cabin	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Red/Blue LED Strobe Lights; Front and Rear	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Red/Blue LED Intersection Lights; Front Fenders	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. LED Police Light Bar	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. (6) Flood Lights Around Roof Line	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. (2) Remote Control LED Spotlights; Front Driver's & Passenger's Side Roof Corners	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. 100-Watt Siren/PA System	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. 2000-Watt DC/AC Power Inverter w/Battery Charging Feature	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Kussmaul Auto Eject Plug	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Install Customer Supplied Radio & Antenna	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. Garmin GPS System	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13. Inside/Outside Intercom; External Speaker by Driver's Door, Internal Speaker in Cabin	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. (6) USB Outlets; Rear of Vehicle	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15. Color Backup Camera w/Color Monitor	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**H. SUSPENSION/WHEELS/TIRES**

	YES	NO
1. Single Rear Wheel 20" Rim and Tires; 385/80R20 Off Road Tires	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Heavy-Duty Off-Road Shocks Designed for Armored Vehicle; Front and Rear of BATT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Upgraded Front Coils	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Additional Leafs in Rear Suspension	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Upgraded Bump Stops at All Wheel Positions	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Heavy-Duty Sway Bars	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Upgraded Outback Armor Suspension	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. (4) Hutchinson Static Mounted Run Flats	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**I. MISCELLANEOUS**

1. Full manufacturer's standard warranty.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Dealer order form showing all equipment being bid.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. The successful bidder shall also agree to provide all transportation and travel expenses from the City of Cody to the bidder's place of business for all warranty work that the City may require on the vehicle.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Upon delivery to the City, the vehicle will be fully equipped as specified, serviced, cleaned and ready to enter into service for the City of Cody.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Current Wyoming Residency Certificate.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

# BATT - X2



2727 S. Beech Daly  
Dearborn Heights, MI 48125  
Contact: Jeremy Johnson  
Office: 602-840-2271 Cell: 817-291-4956  
Email: jeremy@armoredcars.com



## Issued To:

City of Cody  
Cody City Hall  
1338 Rumsey Ave  
Cody, WY 82414  
Phone: 307-587-2958  
Email: rkramer@codywy.gov

## Issued By:

Jeremy Johnson  
Director, Law Enforcement Division  
Phone: 817-291-4956  
Email: jeremy@armoredcars.com



# BATT - X2

## **CHASSIS & MAINTENANCE SPECIFICATIONS**

- Ford F-600 Super Duty Commercial Chassis
- 6.7L Turbo Diesel
- Wheelbase: 131"
- Heavy Duty Steel Rims
- 4-wheel drive (4X4)
- Automatic transmission with overdrive
- OEM in dash air conditioning, heating and defrost
- Mono-beam leaf spring suspension with rear stabilizer bar
- Am-Fm Stereo Radio with clock
- Sealed halogen headlamps
- Tilt wheel
- 4.88 LTD Slip Rears
- Heated and Power Mirrors
- Drains, Filler Plugs, Grease Fittings, hydraulic lines, bleeders and check points for all components located so are readily accessible; Do not require special tools for servicing.

## **ARMOR LEVEL**

- NIJ IV +.50 Cal Ball Ammo
- 46100 Mil Spec Steel
  - Cabin, Rear Officer vertical panels

## **(4) CABIN DOOR DESIGN**

- 2 Door Design for Cabin Entry
- 2 Additional Side Officer Entry Doors
- Double Rear Doors
- Front Cabin Doors offer 90° & 45° Lock Outs
- Rear Doors Lock out at 90°
- TAG Exclusive exterior Door Gap Protection at all doors

## **FLOOR**

- Floor is armored with a blast mitigating floor

## **WINDOWS**

- Bullet resistant glass-clad polycarbonate with-Low Spall Liner
  - 66mm Maximum Thickness
- 2 Piece windshield
- Heated Front Windshields
- Two (2) Front door windows
- (4) Horizontal windows in BATT side walls
  - (2) Driver's Side
  - (2) Passenger Side
- Two (2) Rear Door Windows
- (1) Turret Lid View Window Above Gun Port
- Windows mounted externally for ease of replacement if damaged

## **FIREWALL PROTECTION PACKAGE**

- Armored firewall protection against shots or blast fragmentation

# BATT - X2

## **ENGINE BAY ARMOR PROTECTION PACKAGE**

- Full Hood Armor Protection Package
- Traditional Opening Hood



## **FUEL TANK ARMOR**

- Fuel tanks include locking armored door
- Armored vertical protection and skid plate on both tanks

## **TOW HOOKS**

- (2) on front of BATT; (2) on rear of BATT
- Hooks installed on Roof

## **CUSTOM RUNNING BOARDS**

- Heavy Duty Running Boards

## **REAR PLATFORM/STEP/BUMPER**

- Heavy Duty Rear Platform
- Includes additional rear bumper light; Allows for bumper illumination

## **GRAB HANDLES & REAR ROOF ACCESS**

- Interior grab handles for stabilization inside cabin and rear officer's area
- Exterior steel grab handles for riding on running boards
  - Grab handles all around roof, on A Pillar, Located at all doors
- Rear mounted roof access steps

## **FRONT SEATS**

- (2) Front seats
- Driver's seat is high back adjustable
- Passenger's seat is high back adjustable
- Covered with Heavy Duty Nylon

## **REAR SEATING**

- Bench seating with enclosed under seat storage
  - Seats are padded and have padded back rests
  - Covered in Heavy Duty Nylon
  - Cut Outs for back board slats
- (2) Rearward Facing Jump seats
  - Covered in Heavy Duty Nylon



# BATT - X2

## SEAT BELTS

- Seat Belts at all seating locations

## GUN PORT PACKAGE

- Optic Ready Gun Ports Each Cabin Door (2)
- Optic Ready Gun Port in Additional Passenger Side Door (2)
- Optic Ready Gun Port in each Rear Door (2)
- Optic Ready Gun Port Turret Lid (1)
- Optic Ready Gun Ports in Driver's Side Wall (2)
- Optic Ready Gun Ports in Passenger's Side Wall (2)
- (11) Total Gun Ports – All Optic Ready
- Gunports Rated for NIJ IV +.50 Cal Ball Ammo

## ROTATING ROOF HATCH

- 360 Degree Rotation with multiple locking positions
- Counterbalanced Roof Hatch Lid
- Heavy Duty Lid Locking System
- Includes view window as standard option



## ROOF HATCH STEP

- Stored Flat in Floor when not in use to allow for easy entry and exit from rear and passenger side door



## REAR HVAC SYSTEM

- Large Additional rear Air Conditioning and Heating unit mounted in rear officer's area for additional cooling and heating

## INSULATION PACKAGE

- Dual Layer Ceramic-Based Thermal and Noise Cancelling Insulation on side walls and ceiling

## BATT V OFF ROAD UPGRADE PACKAGE & 335/80R20 QUAD TIRE/RIM PACKAGE UPGRADE

- Includes Conversion to Single Rear Wheel 20" Rim and Tires (385/80R20 Off Road Tires)  
**Suspension System**
  - Heavy-Duty Off-Road Shocks Designed for Armored Vehicles
    - Installed on Front and Rear of BATT; Increases stability and ruggedness
  - Front Coils Upgraded
  - Rear Suspension has Additional Leafs Installed for support
  - Upgraded Bump Stops at all Wheel Positions (Front & Rear)
  - Heavy Duty Sway Bars Added
- Upgraded Outback Armour Suspension Package to improve handling and maneuverability

# BATT - X2

## **RUN FLAT TIRE PACKAGE**

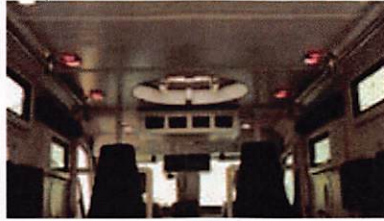
- Includes addition of 4 Hutchinson static mounted run flats

## **CONTROL SYSTEM**

- All Switches have Backlit Control Panel for ease of reading at night
  - Easy to read and use by both driver and passenger

## **INTERNAL LIGHTING**

- Red/White Internal ceiling mounted lights
  - Allows for either White or Red or Both; Master switch in cabin



## **EMERGENCY LIGHTS/PACKAGE**

- Red/Blue LED Strobe Lights Front and Rear
- Red/Blue LED Intersection Lights on Front Fenders
- LED Police Emergency Light Bar
- (6) Flood Lights Around Roof Line of BATT
  - (2) Driver's Side, (2) Passenger's Side (2) Rear
- (2) Remote Control LED Spotlights Mounted Front Driver's & Passenger's Side Roof Corners
- 100 W Siren/PA System

## **POWER INVERTER/BATTERY CHARGING**

- 2000W DC/AC Power Inverter with Battery charger feature
  - Includes service battery bank
- Kussmaul Auto Eject Plug

## **RADIO PREP PACKAGE & NAVIGATION**

- PreWire for Customer Supplied radio and antenna or install customer supplied radio and antenna
- Garmin GPS System

## **INTERCOM SYSTEM**

- Inside/Outside Intercom System
  - External Speaker by Driver's Door
  - Internal Speaker in Cabin

## **USB PORTS**

- (6) USB Outlets installed in rear of vehicle

## **BACK-UP CAMERA**

- Color Back Up Camera with Color Monitor

## **EXHAUST FANS**

- 2 Exhaust fans installed in rear compartment as standard option



# BATT - X2

## **BATTERING RAM**

- TAG Manual Battering Ram
- Height able to be set in multiple positions
- Stores on Side of BATT



## **PRE-CUT FOR WINCH**

- Pre-Cut to fit a 16,500lbs Electric Winch System with Wired Remote

## **PRE-CUT FOR SPOTLIGHTS**

- Pre-Cut for (2) Remote Control LED Spotlights on Rear Corners

## **PAINT**

- Exterior
  - Gray (Exact Color TBD)
  - Paint Code to be Provided by End User
- Interior
  - Gray Paint

## **ARMOR WARRANTY**

Armor Basic ..... 24 Months/Unlimited Miles

## **CHASSIS WARRANTY**

Basic ..... 36 Months/36,000 miles  
Powertrain ..... 60 Months/60,000 miles  
Corrosion Perforation ..... 60 Months/unlimited mileage  
Roadside Assistance ..... 60 Months/60,000 miles  
Diesel Engine ..... 60 Months/100,000 miles



Preview Order Q321 - F6L 4x4 Reg Chas Cab DRW: Order Summary Time of Preview: 09/01/2022 13:39:37

Dealership Name:

Sales Code: F24900

Dealer Rep.	Karen Yochelson	Type	Fleet	Vehicle Line	Superduty	Order Code	Q321
Customer Name	MIDDLESEX	Priority Code	J1	Model Year	2022	Price Level	275

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F600 4X4 CHASSIS CAB DRW/169	\$52850	4G LTE WI-FI HOTSPOT REMOVAL	\$-20
169 INCH WHEELBASE	\$0	22000LB GVWR PACKAGE	\$0
OXFORD WHITE	\$0	ENGINE BLOCK HEATER	\$100
VINYL 40/20/40 SEATS	\$0	50 STATE EMISSIONS	\$0
MEDIUM EARTH GRAY	\$0	110V/400W OUTLET	\$175
PREFERRED EQUIPMENT PKG.680A	\$0	TRAILER BRAKE CONTROLLER	\$300
.XL TRIM	\$0	CENTER HIGH MOUNT STOP LAMP	\$0
.AIR CONDITIONING - CFC FREE	\$0	JACK	\$55
.AM/FM STEREO MP3/CLK	\$0	UTILITY LIGHTING SYSTEM	\$160
6.7L POWER STROKE V8 DIESEL	\$9325	40 GAL AFT OF AXLE FUEL TANK	\$0
10-SPEED AUTOMATIC	\$0	932 AMP ALTERNATOR	\$0
245/70R19.5G TRACTION 6 TIRES	\$215	COMPETITIVE PRICE ALLOWANCE	\$0
4.88 RATIO LIMITED SLIP AXLE	\$0	REMARKS TRAILER	\$0
POWER EQUIPMENT GROUP	\$1100	REAR VIEW CAMERA & PREP KIT	\$415
TELESCOPING TT MIRR-PWR/HYD SIG	\$0	PRE COLLISION ASSIST W/AEB	\$115
W-HOLD OVERRIDE	\$0	XL VALUE PACKAGE	\$395
FLEET ADVERTISING CREDIT	\$0	CRUISE CONTROL	\$0
FRONT LICENSE PLATE BRACKET	\$0	FUEL CHARGE	\$0
XL DECOR PACKAGE	\$0	CPA FLEET INCENTIVE (56A)	\$0
PLATFORM RUNNING BOARDS	\$320	ADVERTISING ASSESSMENT	\$0
TIRE INFLATION MONITOR DELETE	\$0	DESTINATION & DELIVERY	\$1795

TOTAL BASE AND OPTIONS

DISCOUNTS

TOTAL

ORDERING FIN:

8A020

## Relevant Experience

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TAG has manufactured many BATT units for use by law enforcement agencies all over the world. Below are just three of those departments.

## References

- 1) Lufkin Police Department
- 2) Chief David Thomas (dthomas@lufkinpolice.com)
- 3) \$234,750.00
- 4) BATT X
  - a. .50 Cal Ball Ammo Protection Level (1/2" Mil Spec)
  - b. 6 Door Design
  - c. Counterbalanced Rotating Roof Hatch
  - d. Off Road Package with High Performance Suspension
  - e. Accommodates 2 personnel up front and 8-10 in rear





- 1) Reeves County Sheriff's Office
- 2) Captain Kevin Roberts ([narco4c77@yahoo.com](mailto:narco4c77@yahoo.com))
- 3) \$249,100.00
- 4) BATT X
  - a. .50 Cal Ball Ammo Protection Level (1/2" Mil Spec)
  - b. 6 Door Design
  - c. Counterbalanced Rotating Roof Hatch
  - d. Off Road Package with High Performance Suspension
  - e. Accommodates 2 personnel up front and 8-10 in rear
- 5) Purchased through GSA Contract #: GS-07F-93755



- 1) Westminster Police Department
- 2) Deputy Chief Todd Reeves (treeves@cityofwestminster.us)
- 3) BATT X
  - a. .50 Cal Ball Ammo Protection Level (1/2" Mil Spec)
  - b. 6 Door Design
  - c. Counterbalanced Rotating Roof Hatch
  - d. Off Road Package with High Performance Suspension
  - e. Accommodates 2 personnel up front and 8-10 in rear



- 1) US Customs & Border Patrol
- 2) Bryon Hobson SOG BORTAC (bryon.r.hobson@cbp.dhs.gov)
- 3) \$248,975.00
- 4) BATT X2
  - a. .50 Cal Ball Ammo Protection Level (1/2" Mil Spec)
  - b. 6 Door Design
  - c. Counterbalanced Rotating Roof Hatch
  - d. Off Road Package with High Performance Suspension
  - e. Accommodates 2 personnel up front and 8-10 in rear
  - f. 131" Wheelbase





MEETING DATE: DECEMBER 20, 2022

DEPARTMENT: PUBLIC WORKS – STORM DRAINAGE

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

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

*P. Bowman*

## AGENDA ITEM SUMMARY REPORT

### **Consider approval of the Master Agreement for Professional Services and Task Order No. 1 with Bowen, Collins and Associates for the Storm Drainage Master Plan and Rate Setting Study**

#### **ACTION TO BE TAKEN**

Consider approval of the Master Agreement for Professional Services and Task Order No. 1 with Bowen, Collins and Associates for the Storm Drainage Master Plan and Rate Setting Study, and authorize the Mayor to sign and execute all associated documents.

#### **SUMMARY OF INFORMATION**

The City Council approved the formation of the Storm Drainage Utility with Ordinances 2022-07, 2022-08, and 2022-09 on Third and Final Reading on August 16, 2022. With the formation of the associated utility enterprise fund, storm drainage user charges began to appear on residential and commercial utility accounts starting September 1, 2022. With the collection of these user charges in the Storm Drainage Enterprise Fund, the City now has a dedicated funding source for the long-term planning, maintenance, repair, and upgrade of the City's storm drainage infrastructure.

One of the first tasks identified for long-term planning of this utility is the completion of a Storm Drainage Master Plan and Rate Setting Study. The City last completed this type of planning document for storm drainage infrastructure with the *Master Storm Drainage Plan* in February 2001. This project will complete a new Storm Drainage Master Plan, and will also complete a Rate Setting Study to identify funding needs and strategies for the Storm Drainage Utility.

City Staff publicly advertised a Request for Qualifications (RFQ) seeking firms to consider for the completion of this project. The City received four (4) Statement of Qualifications (SOQs) from local engineering firms individually or as members of teams. A selection committee comprised of Phillip Bowman, Public Works Director, Todd Stowell, Community Development Director, Rob Kramer, Streets and Vehicle Maintenance Superintendent, and Heidi Rasmussen, City Council Member, was convened to evaluate and rank the SOQs received. The selection committee completed a "qualifications-based selection" (QBS) process to rank the firms on criteria defined in the RFQ, and the #1 ranked SOQ was submitted by the team of Bowen Collins and Associates / Engineering Associates. This team was invited to enter negotiations to define the Scope of Work and Fee Proposal for the project, and City Staff is recommending approval of the General Service Agreement and Task Order No. 1 with this team.

The project will be undertaken in phases, with Phase 1 including the gathering of information (aerial imagery, ground surface topography, and field survey), review of problem flooding areas, and public outreach. The detailed Scope of Work and Proposed Fee for Phase 1 are presented in Task Order No. 1 for the project. It is planned that additional Task Orders will be presented for future phases of the project to complete the hydrologic and hydraulic modeling (Phase 2), rate setting analysis (Phase 3), and on-call drainage engineering services (Phase 4). Task Order No. 1 defines the Scope of Work and tasks to complete Phase 1, with a not-to-exceed fee amount of \$148,600.00.

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

City Council approval of the Master Service Agreement and Task Order No. 1 will be subject to final review and approval of all contract documents by the City Attorney prior to execution by the Mayor.

**FISCAL IMPACT**

Task Order No. 1 to complete Phase 1 of the project has a not-to-exceed fee amount of \$148,600.00. Future Task Orders for Phases 2 through 4 will be brought forward for consideration and approval in calendar year 2023. Phase 1 of the project is funded in the approved FY 2023 Budget within the Storm Drainage Fund (Engineering, Design, Locates line item) for \$225,000, and additional funding will be requested to complete future phases and the overall project in the proposed FY 2024 Budget.

**ATTACHMENTS**

1. Master Agreement for Professional Services
2. Task Order No. 1 for Phase 1, with Scope of Work and Proposed Fee

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

**MASTER AGREEMENT FOR PROFESSIONAL SERVICES  
BOWEN, COLLINS & ASSOCIATES, INC.**

This AGREEMENT, dated December 15, 2022, is made and entered into between City of Cody (herein called OWNER) and Bowen, Collins & Associates, Inc., a Utah Corporation (herein called ENGINEER). From time to time OWNER may request that ENGINEER provide professional services for Specific Projects. Each work engagement will be documented by an individual Task Order. This AGREEMENT sets forth the general terms and conditions that will apply to all Task Orders duly executed under this AGREEMENT.

In consideration of the mutual promises herein contained, ENGINEER and OWNER agree as follows:

**1. TERM AND AUTHORIZATION TO PROCEED**

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder for three (3) years from the Effective Date of the Agreement and, thereafter, shall automatically be renewed, at the end of this term and each renewal term, for an additional one year term until either party terminates the Agreement as set forth in paragraph 7(C).
- B. Execution of individual Task Orders by OWNER will be authorization for the ENGINEER to proceed with the authorized work associated with the Specific Projects (PROJECT), pursuant to the terms and conditions of this AGREEMENT.

**2. ENGINEER'S SERVICES**

- A. The ENGINEER agrees to provide professional services to the OWNER on an as needed basis. The scope of services, period of performance, and basis of ENGINEER's compensation are to be defined in individual Task Orders. Each duly executed Task Order shall be subject to the terms and conditions of this AGREEMENT. A standard task order form is included as Attachment A. The ENGINEER will perform the defined services in a professional manner using the degree of care and skill that is normally employed by professional engineers or consultants on similar projects of equal complexity.
- B. The relationship of the ENGINEER to the OWNER is that of an independent contractor and nothing in this AGREEMENT or the attachments hereto, creates any other relationship. As an independent contractor, the ENGINEER shall have the sole responsibility for paying taxes, workers compensation, employee benefits (if any), and all similar obligations.
- C. This AGREEMENT is not a commitment by Owner to Engineer to issue any Task Orders.

### 3. COMPENSATION AND PAYMENT

- A. OWNER and ENGINEER shall agree on the basis of compensation for each Task Order. If hourly rates are to be used as the basis of compensation, those rates will be defined in each Task Order. Hourly rates are updated on January 1 of each calendar year by the ENGINEER. Updated hourly rates will be used for all task orders. Additionally, ENGINEER will be reimbursed for actual costs and expenses incurred in performance of the PROJECT subject to the conditions defined in each Task Order.
- B. A service charge of 10 percent will be applied to direct expenses incurred in performance of the PROJECT that include, but may not be limited to meals, lodging, and subcontractor services and outside services. All sales, use, value added, business transfer, gross receipts, or other similar taxes will be reimbursed to ENGINEER.
- C. Invoicing will occur following the last Friday of each month. Payments shall be due within 30 days of receipt of the invoice. An interest rate of 1.5% per month will be applied to all invoices that are not paid in full after 30 days following the invoice date. Payments will be applied to the outstanding interest first and then to the principal.
- D. The ENGINEER may discontinue work on the PROJECT by issuing the OWNER a written seven-day notice if full payment for an invoice is not received within 60 days of the date of the invoice. Suspension of work will continue until full payment is made for all outstanding invoices including interest. The ENGINEER accepts no liability for damages or delays that result from its suspension of work. The OWNER may not use information or work product provided by the ENGINEER until full payment is made including applicable interest.

### 4. INSURANCE

- A. The ENGINEER will maintain insurance coverage throughout the term of the AGREEMENT. Insurance coverage will include:

1) Worker's Compensation	
State	Statutory
Employer's Liability	\$100,000
2) Comprehensive General Liability	
Bodily Injury and Property Damage	\$1,000,000
Combined Single Limit	\$1,000,000
3) Automobile Liability	
Combined Single Limit	\$1,000,000
4) Professional Liability	\$1,000,000



## **5. INDEMNIFICATION AND LIABILITY**

- A. The ENGINEER shall indemnify and hold harmless the OWNER, its officers, agents and employees for losses and claims arising out of the negligent acts, errors, or omissions of the ENGINEER. The OWNER shall indemnify and hold harmless the ENGINEER, its subcontractors, agents and employees for all liability, other than that caused by the negligent acts, errors, or omissions of the ENGINEER.
- B. The ENGINEER's maximum extent of liability, for any cause or combination of causes, shall be limited to direct damages and shall not exceed the amount of the ENGINEER's insurance coverage as noted above.
- C. The ENGINEER is not responsible for delays or damages caused by acts of God such as floods or earthquakes, or other circumstances beyond control of ENGINEER.
- D. The ENGINEER shall not be liable for damages or delays resulting from actions or inaction of a third party that is not under the direct control of the ENGINEER, such as government agencies that have review and permit authority.
- E. The ENGINEER, its subcontractors, agents and employees shall not be liable for consequential damages or indirect liability from a third party. The OWNER will defend, indemnify and hold harmless the ENGINEER, its subcontractors and agents from such an occurrence.

## **6. DEFECTS IN SERVICE**

- A. The OWNER shall promptly report to the ENGINEER any defects or suspected defects in the ENGINEER's services of which the OWNER becomes aware, so that the ENGINEER may take measures to minimize the consequences of such a defect. The OWNER further agrees to impose a similar notification requirement on all contractors in its OWNER/CONTRACTOR contract and shall require all subcontracts at any level to contain a like requirement. Failure by the OWNER and the OWNER's contractors or subcontractors to notify the ENGINEER shall relieve the ENGINEER of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

## **7. TERMINATION**

- A. This AGREEMENT may be terminated by either party in the event that the other party has not performed any material covenant or has otherwise breached any material term of this AGREEMENT (i) upon receipt of written notice thereof if the nonperformance or breach is incapable of cure, or (ii) upon the expiration of ten (10) calendar days (or such additional cure period as the non-defaulting party may authorize) after receipt of written notice thereof if the nonperformance or breach is capable of cure and has not been cured.

- B. Upon termination, ENGINEER is entitled to full compensation as computed under this AGREEMENT for the work completed
- C. Either party may terminate this AGREEMENT without cause at any time upon thirty (30) days prior written notice to the other party.

## **8. ASSIGNMENT**

This AGREEMENT shall be binding on the heirs, successors and assignees of the parties. This AGREEMENT may not be assigned, transferred, conveyed, or encumbered, whether voluntarily or by operation of law, by either party without the prior written consent of the other party. Unauthorized assignment is void and nonbinding.

## **9. OPINION OF PROBABLE CONSTRUCTION COST**

Opinions of probable construction cost prepared by the ENGINEER are based on its experience with past projects of similar construction. It is understood that the ENGINEER has no control over economical factors or unknown conditions that may have a significant impact on actual PROJECT cost. The ENGINEER does not guarantee its cost estimates and accepts no liability for problems created by the difference in actual costs and opinions of probable construction cost.

## **10. DOCUMENTS**

Contract documents, calculations, electronic information and survey information created by the ENGINEER as “instruments of service” are the property of the ENGINEER. OWNER’s use of the documents and other “instruments of service” on any other project is prohibited and the ENGINEER accepts no liability for such action.

## **11. CONSTRUCTION PHASE SERVICES**

- A. The ENGINEER has based its cost to provide construction phase services, on the ENGINEER, its employees, subcontractors and agents being named as additional insured under any construction contractor(s) (herein CONTRACTOR) General Liability and Builder’s All Risk Insurance.
- B. The OWNER shall include in any contract with the CONTRACTOR a statement to defend, indemnify and hold harmless the ENGINEER; its employees, subcontractors and agents for any and all action resulting from construction activity.
- C. Observations performed by the ENGINEER or its agents are intended to assist the OWNER to obtain the best project possible and not to assume the CONTRACTOR’s responsibility to comply with the requirements of any contract documents. The parties to this AGREEMENT recognize that the CONTRACTOR has sole responsibility to ensure that any contract requirements are met. The CONTRACTOR is responsible for all methods used to complete the PROJECT and is responsible to follow all applicable safety procedures.

- D. “Record” documents prepared by the ENGINEER are based on information supplied by the CONTRACTOR and its agents and are only as accurate as the information provided by the CONTRACTOR. The ENGINEER does not assume responsibility for the accuracy of the “record” documents.

## **12. ADHERENCE TO APPLICABLE LAWS**

- A. The laws of the State of Wyoming shall govern all aspects of this AGREEMENT.
- B. The ENGINEER shall comply with the applicable requirements of the Equal Employment Opportunity Laws and the Fair Labor Standards Act.

## **13. HAZARDOUS WASTE**

OWNER will indemnify ENGINEER from all claims, damages, losses, and costs, including attorney's fees, arising out of or relating to the presence, discharge, release, or escape of hazardous substances or contaminants from the PROJECT. OWNER recognizes that ENGINEER assumes no risk and/or liability for waste or the waste site.

## **14. SEVERABILITY**

The provisions of this AGREEMENT are severable, and should any provision hereof be void, overly broad or unenforceable, such void, overly broad or unenforceable provision shall not affect any other portion or provision of this AGREEMENT.

## **15. WAIVER**

Any waiver by any party hereto of any breach of any kind or character whatsoever by any other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this AGREEMENT on the part of the other party.

## 16. NOTICES

All notices, demands, and requests required or permitted to be given hereunder shall be in writing and shall be deemed duly given if delivered or if mailed by registered or certified mail, postage prepaid, addressed to the following:

ENGINEER: Keith Larson  
Bowen, Collins & Associates  
154 East 14075 South  
Draper, Utah 84020

OWNER: Phillip Bowman  
City of Cody  
1338 Rumsey Ave.  
Cody, WY 82414

Either party shall have the right to specify in writing another name or address to which subsequent notices to such party shall be given. Any notice given hereunder shall be deemed to have been given as of the date delivered or mailed to the other party.

## 17. ATTACHMENTS

The following attachments are included as part of the AGREEMENT:

Attachment A – Standard Task Order Form  
Task Orders, as awarded.

This AGREEMENT constitutes the entire understanding and AGREEMENT between the parties and supersedes all prior AGREEMENTS and understandings, whether written or oral, and may only be changed by written amendment executed by both parties.

Approved for OWNER

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

Accepted for ENGINEER

By  \_\_\_\_\_  
Title VICE PRESIDENT  
Date 15 DEC. 2022

**Attachment A – Standard Task Order Form**

**TASK ORDER NO. 1  
TO  
MASTER AGREEMENT FOR PROFESSIONAL SERVICES**

**OWNER: City of Cody**

Effective Date of Master Agreement: December 15, 2022

THIS TASK ORDER NO. 1 TO THE MASTER AGREEMENT FOR PROFESSIONAL SERVICES (this "TASK ORDER") is made and entered into as of the 15 day of December, 2022, by and between OWNER and Bowen, Collins and Associates, Inc., a Utah Corporation (herein called ENGINEER) who agree as follows:

1. **PROJECT.** The PROJECT associated with this TASK ORDER is described as follows: Phase 1 of the Storm Drain Master Plan. See the attached scope for phase 1 of the storm drain master plan.
2. **SCOPE OF SERVICES.** The SCOPE OF SERVICES and deliverables associated with this TASK ORDER is attached hereto as Exhibit A.
3. **FEES.** OWNER shall reimburse for services provided under this TASK ORDER on a time and expense basis not to exceed \$148,600. Payment shall be in accordance with the FEE SCHEDULE attached hereto as Exhibit B and in accordance with the MASTER AGREEMENT FOR PROFESSIONAL SERVICES.
4. **SCHEDULE.** The SERVICES associated with this TASK ORDER are anticipated to be completed within 6 months following written authorization from the OWNER to proceed.
5. **ATTACHMENTS AND EXHIBITS.** Both parties have read and understood all attachments and exhibits referenced in or attached to this TASK ORDER and agree that such items are hereby incorporated into and made a part of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES.

IN WITNESS WHEREOF, OWNER and ENGINEER have executed this TASK ORDER as of the date first above written.

**OWNER:**

**ENGINEER:**

By: \_\_\_\_\_

By:  \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: Keith Larson

Its: \_\_\_\_\_

Its: Vice President

## **Exhibit A**

### **Scope of Work Storm Drain Master Plan for the City of Cody**

#### **Phase 1 – Aerial Imagery & Topography and Review of Available Information**

##### ***Task 1-1: Aerial imagery and Aerial Topography***

Gather aerial imagery and generate aerial topography for the work associated with the project, with estimated aerial topography accuracy developed at a one-foot contour basis (anticipated horizontal accuracy of 0.5 feet and vertical accuracy to 0.2 feet) for use in surface flow 2-D hydraulic modeling. We believe that utilizing existing data and supplementing it with new localized survey/drone data in critical areas (downtown, golf course area, south of Stampede Avenue, Albertsons, Glenn Livingston Elementary School, River View Drive, etc.) will be the best approach. We will review the approach with the City prior to collecting the imagery and topography.

##### ***Task 1-2: Review Existing storm drainage system***

Review the existing storm drainage system through the City's current GIS mapping, existing detention and/or infiltration pond sizes, functionality, and record information. Then determine if additional detailed survey information is needed on all or some of the parts of the storm drainage system prior to future phases; all project work completed or additional information gathered will be done utilizing the City's survey control basis and will be incorporated to the City's current GIS mapping system. Data collected in Task 1-1 and existing storm drain system data will be combined into a base map suitable for use in storm drain modeling.

##### ***Task 1-3: Review 2001 Master Plan***

We will review the 2001 Master Storm Drainage Plan to understand deficiencies identified at the time, design storm frequencies, magnitudes and duration for modeling (anticipating storm event modeling minimum of 10-year, 50-year, and 100-year events), and formulate strategies for the new hydrologic and hydraulic modeling efforts.

##### ***Task 1-4: Local Hydrologic and Soil conditions***

Review of local hydrologic and soil conditions in the Cody area that will affect the storm drainage modeling, including the "Cody cobble" formations that promote stormwater infiltration. Local soils will be evaluated at various locations around the City to assess conformity with soils mapping. Supplemental data will be added from local observations of excavations and archived geotechnical reports.

##### ***Task 1-5: Compile historic rainfall events***

There are 116 years of rainfall data available for the City of Cody. That information will be compiled, tabulated, and correlated with actual flood events to assess the overall level of localized flooding risk within the City. This information will be combined with the newest NOAA data and equations to develop a realistic design storm for various duration and frequencies of storm events to facilitate staging based on drainage basin sizes and geometry.

##### ***Task 1-6: Public Outreach***

Perform public outreach and/or public survey to identify areas of localized storm event flooding. It is anticipated that three to five work sessions will be held with decision-makers, and potentially, two public meetings will be held. One to solicit input from the public on flooding, etc., and one to inform the public of initial findings. As part of this process, we will develop an online GIS map that can be used by the public to identify areas that have flooded in the past.



## **Fee**

Phase 1 of this project will be completed on a time and materials basis, with a limit not to exceed \$148,600 without prior written approval.

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Cody Storm Drain Master Plan  
Engineering Man-Hour and Fee Proposal

Client: Cody  
Date: Dec 9, 2022

		Office/Support		Bowen Collins			EA											Subtotal Hours	Subtotal Labor	Subtotal Expenses	Total Cost
	Labor Category	Office	Editor	Eng. 2	Eng. 5	Eng 10	EIT 1	EIT 2	Eng 2	Eng 3	Eng 4	Eng 5	PM	Sur 3	ST	Tech	GPS				
	Staff	GJ	MH	TJ	KB	KL	Zane	LJM	Jed	EWD	CK	TLC	IKSM	Cody	Lyle	5	Tech				
	2023 Labor Rate	\$78	\$106	\$136	\$162	\$218	\$125	\$130	\$160	\$165	\$175	\$185	\$175	\$165	\$120	\$120	\$70				
Task No.	Task Description																				
I	Aerial Imagery & Topography and Review of Available Information																				
1-1	Aerial imagery and Aerial Topography			20	8	1	80	80		40	80	16		20	40		30	415	\$ 58,394.00	\$8,540	\$ 66,933.60
1-2	Review Existing storm drainage system						40	60			80		20		20			220	\$ 32,700.00	\$4,882	\$ 37,582.00
1-3	Review 2001 Master Plan						16	10				10	8					44	\$ 6,550.00	\$908	\$ 7,458.00
1-4	Local Hydrologic and Soil conditions			10	2	1	4	4	2		2	2	4			8		39	\$ 5,622.00	\$397	\$ 6,019.20
1-5	Compile historic rainfall events						12	12		10		8	2					44	\$ 6,540.00	\$1,011	\$ 7,551.40
1-6	Public Outreach			25	15	4	24	40		24			12					144	\$ 20,962.00	\$2,094	\$ 23,055.80
	Phase 1 Totals	0	0	55	25	6	176	206	2	74	162	36	46	20	60	8	30	906	\$ 130,768.00	\$17,832	\$ 148,600.00

Expenses include:  
Mileage reimbursement at \$0.75/mile

## ORDINANCE 2022-20

### AN ORDINANCE AMENDING TITLE 10, CHAPTER 1, SECTION 5 “ENFORCEMENT” OF THE CITY OF CODY CODE

**WHEREAS**, notice of the public hearing to consider the proposed ordinance was published in the Cody Enterprise on October 6, 2022;

**WHEREAS**, a public hearing was held on October 25, 2022 before the City Planning and Zoning Board, as advertised, at which meeting the Planning and Zoning Board heard comments from all persons wishing to speak for or against the proposed ordinance;

**WHEREAS**, the Planning and Zoning Board recommends approval of the amendment to the zoning ordinance as specified herein;

**WHEREAS**, the governing body of the City of Cody has reviewed the proposed ordinance and public comments and finds that it is in the best interest of the public to adopt the proposed ordinance.

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

Title 10, Chapter 1, Section 5 of the City of Cody Code is hereby amended to read as follows:

#### 10-1-5: ENFORCEMENT:

##### A. General:

1. Purpose: Enforcement of the provisions of this title shall be pursued in order to provide for its effective administration, to ensure compliance with any condition of development approval, to promote the City's planning efforts, and to protect the public health, safety and general welfare.

2. Responsibility: The provisions of this title and any conditions of development approval which have been imposed thereunder may be enforced by the City Administrator, City Planner, City Building Official, City Code Enforcement Officer, City Police Department, and any other City officer or employee designated by the City Administrator to do so. Any structure or use which is established, operated, erected, moved, altered, enlarged, or maintained contrary to the provisions of this title shall be subject to the remedies and penalties set forth in this title. A building permit, certificate of occupancy, sign permit, subdivision, and other land development application may be denied for failure to comply with this title, including any condition or standard imposed on any application granted under this title.

3. Stop Work Order: A "stop work order" may be issued by any of the persons identified in subsection A2 of this section with respect to any construction, change of use, activity, advertisement, and occupancy which is in violation of this title or in violation of any condition which has been imposed on a permit or other approval under this title. The "stop work order" shall identify the property location, briefly describe the reason for the stop work order, be signed and dated by the individual issuing the order, and contain information on how to contact the Community Development Department about the apparent violation.

B. Violations: Pursuant to Wyoming Statute section 15-1-610, if any building or structure is erected, constructed, reconstructed, altered, repaired, converted or maintained, or if any building, structure or land is used in violation of this title or other regulation made under its authority, the proper authorities of the City, in addition to other remedies prescribed by ordinance, may institute any appropriate action to prevent the violation; the occupancy of the building, structure or land; or, any illegal act, conduct, business or use in or about the premises.

1. Misdemeanor: A violation of this title, or any permit issued in accordance therewith, whether such violation was caused by disobedience, omission, neglect, or refusal to comply, constitutes a misdemeanor, as follows:

a. It is unlawful for any person, whether acting as a principal, agent or employee, to violate any provision of this title, or of any condition or requirement imposed upon any permit or authorization granted hereunder, including but not limited to those specified in a conditional use permit, site development authorization (plan review), special exemption, variance, administrative deviation, home occupation permit, sign permit, or a temporary use permit.

b. It is unlawful for the owner, general agent, lessee or tenant of a building or premises or for any other person to cause, permit or assist in the occurrence or commitment of a violation of any provision of this title, or of any condition or requirement imposed upon a permit or authorization granted hereunder, including but not limited to those specified in a conditional use permit, site development authorization (plan review), special exemption, variance, administrative deviation, home occupation permit, sign permit, or a temporary use permit.

Upon conviction, said person shall be punished as provided in section [1-4-1](#) of this Code. Each day that a violation is permitted to exist after notice has been given by a City representative noted in subsection A2 of this section shall constitute a separate offence.

2. Administrative Action: For any violation of this title, or of any approval granted or condition of approval imposed hereunder, the City may pursue administrative action to:

a. Review, modify, suspend, or revoke an approval or permit issued hereunder;

b. Require the discontinuance of a use operating as an illegal use, conditional use or special use under this Code; or

c. As an alternative to requiring discontinuance under subsection B2b of this section, require that a use operating as a conditional use or special use under this Code comply with additional conditions or limitations.

3. Nuisance: Any building or structure set up, erected, built, moved, or maintained or any use of property contrary to the provisions of this title shall be, and is declared to be, unlawful and a public nuisance and the City Attorney shall, upon order of the City Administrator or City Council, immediately commence actions or proceedings for the abatement, removal and enjoinder of it in a manner provided by law and shall take such other steps and shall apply to the court as may have jurisdiction to grant relief to abate or remove the building, structure or use, and restrain and enjoin any person from setting up, erecting, building, moving, or maintaining any building or structure, or using any property contrary to the provisions of this title.

4. Remedies Cumulative: All remedies provided herein shall be cumulative and not exclusive.

5. Violations Continue: Any violation of a former version of the Zoning Code, or portion thereof, shall continue to be a violation under this title and be subject to penalties and enforcement under this section, unless the use, development, construction, or other activity complies with the current provisions of this title.

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

PASSED ON FIRST READING: 11/15/2022

PASSED ON SECOND READING: 12/6/2022

PASSED, ADOPTED AND APPROVED  
ON THIRD AND FINAL READING:

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Matt Hall, Mayor

ATTEST:

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Cynthia Baker, Administrative Services Officer

**ORDINANCE 2022-21**

**AN ORDINANCE AMENDING TITLE 10, CHAPTER 2 “DEFINITIONS” OF  
THE CITY OF CODY CODE**

**WHEREAS**, notice of the public hearing to consider the proposed ordinance was published in the Cody Enterprise on October 6, 2022;

**WHEREAS**, a public hearing was held on October 25, 2022 before the City Planning and Zoning Board, as advertised, at which meeting the Planning and Zoning Board heard comments from all persons wishing to speak for or against the proposed ordinance;

**WHEREAS**, the Planning and Zoning Board recommends approval of the amendment to the zoning ordinance as specified herein;

**WHEREAS**, the governing body of the City of Cody has reviewed the proposed ordinance and public comments and finds that it is in the best interest of the public to adopt the proposed ordinance.

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

Title 10, Chapter 2 of the City of Cody Code is hereby amended to read as attached in Exhibit A.

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

PASSED ON FIRST READING: 11/15/2022

PASSED ON SECOND READING: 12/6/2022

PASSED, ADOPTED AND APPROVED  
ON THIRD AND FINAL READING:

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Matt Hall, Mayor

ATTEST:

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Cynthia Baker, Administrative Services Officer

CHAPTER 2  
DEFINITIONS

**EXHIBIT A**

SECTION:

10-2-1: Definitions

10-2-1: DEFINITIONS:

ACCESSORY BUILDING: A building or structure subordinate to the principal building on the same lot and used for purposes customarily incidental to those of the main building. Cargo containers and similar portable structures that remain in place more than thirty (30) days shall be considered buildings (either accessory or primary, depending on situation) for purposes of this title, except while utilized in conjunction with permitted construction on the property on which it is located.

ACCESSORY DWELLING UNIT (ADU): An independent, self-contained dwelling unit within or attached to a detached single-family dwelling or building accessory thereto. An ADU that complies with this title is considered a separate land use for purposes of zoning definition and zoning classification. Accessory dwelling units are not included in density calculations for a property, such that it shall not individually constitute a single-family dwelling or cause a single-family dwelling in which it is located to be considered a two-family dwelling (duplex), as the ADU shall be clearly subordinate to the primary dwelling unit, both in use and appearance.

Mobile homes, manufactured homes, recreational vehicles and temporary structures shall not be used as accessory dwelling units.

ACCESSORY USE: A use incidental or secondary to the principal use of a lot, building or structure and located on the same lot as the principal use. The intensity and level of activity in an accessory use is less than that of the primary use.

ADJACENT: To be separated by a common property line or lot line; or, to be located directly across a street, private street or access easement, alley, or right-of-way (other than a State highway) from the subject property.

ALLEY: A private or public way that affords only a secondary means of access to abutting property and that is not intended for general travel or circulation. Alleys are not considered a type of street.

AMENITY: A natural or created feature that enhances the aesthetic quality, visual appeal or attractiveness of a particular property, place or area.

ANTENNA: Any exterior apparatus that is mounted on a structure and is used for transmitting or receiving communications, including digital signals, analog signals, radio frequencies, wireless communication signals or other communication signals.

ANTENNA TOWER: A pole or other structure, including any supporting elements, that is used to support one (1) or more wireless communication antennas. The term includes a pole or other structure that supports a wireless communication antenna, including those attached to a trailer or other portable support.

APARTMENT HOUSE: See definition of dwelling, multi-family.

ASSISTED LIVING APARTMENTS: A multi-family building in which personal care services are provided to elderly residents for daily living needs. Such services may include, but are not limited to, preparation and service of meals, housekeeping, laundry, monitoring of rooms, monitoring of medication, or assistance with bathing. The term includes commercial uses that are ancillary to an assisted living apartment complex as long as the total amount of floor space dedicated to such uses does not exceed five percent (5%) of the total gross floor area of the



complex and there is no external signage for, nor external access to, the commercial uses. The term does not include a convalescent care facility/nursing home or other medical facility that is specifically defined in this chapter.

AUXILIARY KITCHEN: A second kitchen in a single-family ~~detached~~ dwelling that is:

A. Intended solely for use by members of the household for the preparation of food either to be consumed by the household and any guests without compensation, or as part of a home occupation for off-premise sales~~private dinner parties or social gatherings~~; and

B. Not located within an accessory structure and is directly accessible from the rest of the dwelling.

BASEMENT: A story, as defined herein, which has more than one-half of its height below average finished grade~~is partly or completely below finished grade shall be counted as a story for purposes of height measurement when the basement has more than one-half ( $\frac{1}{2}$ ) of its height above finished grade.~~

BED AND BREAKFAST INN: A private single-family detached home that is used to provide temporary overnight lodging accommodations for a charge to the public with not more than four (4) lodging units or not more than a daily average of eight (8) persons per night during any thirty-day period and in which one (1) but no more than two (2) family-style meals are offered to the guests per 24-hour period. Total guest occupancy of a bed and breakfast inn shall not exceed ten (10) persons. (Facilities with a guest occupancy greater than 10 persons shall be classified as hotels under this title.) Bed and breakfast inns differ from the short-term rental land use categories in that they allow the sleeping rooms to be individually rented and a meal service to be provided.

BUFFER ZONE: A minimum fifteen foot (15') wide strip of land, to be landscaped and maintained, on a commercially zoned property to separate it from any adjacent land that is zoned residential.

BUILDABLE AREA: That portion of a building site, exclusive of the required setback areas, in which a structure or building improvements may be erected.

BUILDING: A structure having a roof supported by columns or walls, for the shelter or enclosure of persons, animals, or property. Such term shall include "structure".

BUILDING COVERAGE: The percentage of the net lot area that is covered by buildings, and measured to the exterior wall surfaces at the ground floor. Building coverage also includes uncovered horizontal structures such as decks, stairways and entry bridges that are more than six feet (6') above grade. Eaves are not included in building coverage.

BUILDING, DETACHED: One (1) building on one (1) building lot surrounded by yards or open space; or buildings in a building group that are physically detached one from the other.

BUILDING ELEVATION: The exterior face of a building, including all vertical elements of the building facing in the same general direction.

BUILDING FACADE: That portion of any exterior elevation of a building extending from grade to top of parapet, wall, or eaves, together with the entire width of the building elevation.

BUILDING HEIGHT: Building height refers to the vertical distance between the average finished grade ~~along the front of a building~~ and either: a) the highest point of the coping of a flat roof; b) the deck line of a mansard roof; or c) the height of a point midway between the eaves of the main roof and the highest ridge line of a gable, hip or gambrel style roof. For structures without a roof, building/structure height is the vertical distance from the average finished grade to the highest point of the structure, except those projections otherwise exempted or specified in this title. Note: Sign height is as measured pursuant to the Sign Code.

**BUILDING LINE:** A line running parallel to a lot line, that is the same distance from the lot line as the closest portion of a building on the site.

**BUILDING, MAIN:** A building devoted to the principal use of the lot on which it is situated. On any lot in a residential district, the term refers to the principal building, whether a single-family or multi-family building, located on that lot.

**CARPORT:** A roofed structure for vehicle parking that is open on at least two (2) sides. If less than two (2) sides are open, the structure shall be classified as a garage.

**CHILD CARE:** A business service provided by an individual, partnership, corporation or other business entity to keep or care for any minor child for a period of less than twenty four (24) hours, at the request of the parents, legal guardians or an agency which is responsible for the child; and which is required to be regulated as a child care facility by the Wyoming Department of Family Services.

**Family Child Care Center Category:** A business providing child daycare for up to fifteen (15) children at any one time in a residential or commercial type structure. If located within a residential zone, the facility must be located in the primary home of the child care provider.

**Family Child Care Home Category:** A business providing child daycare for up to ten (10) children at any one time. The facility must be located in the primary home of the child care provider.

**CHILD CARE CENTER:** A business operating in a non-residential building that provides child daycare for sixteen (16) or more children. Maximum size is fifty (50) children when located in a residential zoning district.

**CHURCH AND HOUSE OF WORSHIP:** Any building used for religious worship services, religious education, and fellowship activities and programs of a religious organization. The term does not include a for-profit daycare center, general education school, thrift shop, homeless shelter, or commercial activity - such uses are regulated independently.

**CITY:** The City of Cody, Wyoming.

**CITY COUNCIL (COUNCIL):** The Mayor and City Council of the City of Cody, Wyoming.

**CITY STANDARDS:** In their most recent editions and with the most recent amendments, any engineering, development or design standards and specifications adopted by the City Council. The term includes standards for public improvements and standards for private improvements required pursuant to this Code.

**COMMERCIAL VEHICLE:** A vehicle customarily used as part of a business for the transportation of goods or people.

**COMMUNITY CENTER, PRIVATE (ACCESSORY):** A privately owned and maintained facility associated with a planned residential development, neighborhood organization, or multi-family development which provides for community activities for residents of the development.

**COMMUNITY GARDEN:** An area of land established and used for gardening by a community-based organization or other group of people with the intent of harvesting produce for personal consumption or for sales or distribution to the community on a limited basis. The term does not include a garden that is incidental to a residential use and whose products are primarily intended for consumption or use by those residing on the property.

**COMMUNITY RESIDENCE FOR THE DISABLED:** A residential family-like living arrangement for up to ten (10) unrelated individuals with disabilities who are in need of the mutual support furnished by other residents, as well as the support services, if any, provided by the operator of the community residence. Residents may be self-governing or supervised by a sponsoring entity or its staff that furnishes habilitative or rehabilitative services related to the

needs of the residents. Interrelationships among residents are an essential component of a community residence. A community residence shall be considered a residential use of property for purposes of all zoning and building codes. However, the Fire Marshal, pursuant to and consistent with the City's Fire Code, may require enhanced fire protection, including the installation of fire sprinklers and other mitigating measures, where one (1) or more residents has a lessened ability to ambulate adequately. Prior to authorization of a community residence for more than five (5) residents, the applicant shall provide a certification from a qualified medical practitioner that the number of disabled residents proposed is necessary to provide the mutual support and interrelationships required for treatment. The use does not include any of the following:

- A. Senior citizen apartment (aka "housing for older persons" under the provisions of Federal law);
- B. Child or adult daycare;
- C. Convalescent care facility/nursing home;
- D. Facility for transitional living for released offenders;
- E. Facility to provide testing, treatment, or counseling for drug and alcohol abuse;
- F. Hospice;
- G. Sex offender counseling facility;
- H. Boarding house or rooming house;
- I. Any other group living arrangement for unrelated individuals who are not disabled; and
- J. Any of the following:
  - 1. Modified medical detoxification facilities;
  - 2. Facility for the treatment of narcotics; or
  - 3. Community triage center.

**CONDOMINIUM:** A multi-family dwelling or a commercial building within which the occupied area is owned individually and the structure, land, common open space areas and facilities are owned by all of the owners on a proportional, undivided basis. See Wyoming Statute title 34, chapter 20, Condominium Ownership Act.

**CONVALESCENT CARE FACILITY/NURSING HOME:** A building or structure designed, used, or intended to be used to house and provide care for persons who have a chronic physical or mental illness or infirmity, but who do not need medical, surgical or other specialized treatment normally provided by a hospital. The term includes a rest home and nursing home, but does not include an assisted living apartment, hospital, or other medical facility that is specifically defined in this chapter.

**CUL-DE-SAC:** A local street with only one (1) connection to other streets (dead end) and with an approved method of termination at the closed end.

**CURB:** A stone, concrete or other improved border that is typically used to mark the edge of a roadway or paved surface.

**CURB CUT:** The opening constructed in the curb line of a street at which point vehicles may enter or leave the roadway to access adjacent property.

**DEVELOPABLE ACREAGE (DEVELOPABLE ACRES):** The total area within the lot lines of a property of a lot or parcel of land before public streets or other areas to be dedicated or reserved for a public use are deducted from such lot or parcel through the subdivision process.

The term does not include any property that:

- A. Has already been dedicated or reserved for such purposes;

B. Contains slopes in excess of thirty three percent (33%) for a horizontal distance of at least twenty feet (20'), measured up/down the slope;

C. Is below the ordinary high water mark of a waterbody; or,

D. Is within a protected wetland.

**DORMITORY:** A building other than a single-family dwelling that is used for non-transient group sleeping accommodations either in one (1) room or a series of closely associated rooms for persons not constituting a family, and which building is under single management. Dormitories may include common dining, cooking, recreation, and bathing facilities. A single-family dwelling may be converted into a dormitory pursuant to the requirements of the adopted Building Code in order to meet this definition. Sorority and fraternity houses fall within this category.

**DWELLING:** A building, structure, or portion thereof, designed or used exclusively for residential occupancy as a separate living quarter, with sleeping, cooking and sanitary facilities provided. Dwellings may be further classified by their number of dwelling units (e.g., two-family dwelling) and configuration (attached or detached).

**DWELLING, ATTACHED:** A single-family dwelling attached to one (1) or more single-family dwellings by common vertical walls, with each dwelling on a separate lot. Attached dwellings are required to share a common or abutting wall for at least twenty five percent (25%) of the length of the side of the dwelling.

**DWELLING, MULTI-FAMILY:** A building or group of buildings on a single lot that contain at least three (3) attached dwelling units, and may be configured so that the dwelling units are stacked one over another.

**DWELLING, SEMIDETACHED SINGLE-FAMILY:** A residential building containing two (2) attached single-family dwelling units totally separated from each other by an unpierced wall extending from ground to roof, with each dwelling unit on a separate lot. In other words, a single-family attached dwelling that is attached to only one (1) other single-family attached dwelling.

**DWELLING, SINGLE-FAMILY DETACHED:** A dwelling unit:

- A. That is not attached to any other dwelling by any means;
- B. That is located on a separate and individually owned lot;
- C. That is surrounded by open space or yards;
- D. That is for the exclusive use of a single family maintaining a household;
- E. That has no more than one (1) kitchen with full kitchen facilities; and
- F. In which all rooms used for human habitation have interior access to one another.

Nothing in this definition, however, prohibits the construction or use of an accessory dwelling unit in accordance with this title, or the construction or use of an auxiliary kitchen as defined in this chapter.

**DWELLING, SITE-BUILT:** A dwelling that is primarily constructed on the lot on which it is intended to be occupied, in accordance with the standards of the City's adopted building codes. The term includes modular homes as defined herein, and "stick built" homes. The term does not include mobile homes, manufactured homes, and similar factory-built structures.

**DWELLING, TOWNHOUSE:** A row or cluster of at least three (3) single family attached dwelling units in which each dwelling unit is located on a separate lot; each unit is separated by one (1) or more common vertical walls; each unit has its own front and rear yard access; and no unit is located over another unit. A townhouse complex may include common open space and recreational areas and facilities which are owned by all owners on a proportional, undivided basis.

DWELLING, TWO-FAMILY (aka DUPLEX): ~~A residential building containing two (2) dwelling units that share a common vertical fire wall, with both dwelling units located on the same lot or parcel. A detached building on a single lot that is designed for occupancy by two families living independently of each other in separate dwelling units.~~

DWELLING UNIT: A residential unit providing complete and independent living facilities for the exclusive use of a single family maintaining a household, including lawful facilities for living, cooking, eating, sleeping and sanitation. Except where authorized otherwise by the land use table and/or supplemental development standards, occupancy of a dwelling unit is limited to one (1) family.

EASEMENT: A grant of one (1) or more property rights by a property owner that allows others to use the owner's land for a specific purpose, such as for access or to locate utilities, as defined by the granting document.

EGRESS: An exit.

ENGINEER: A person currently registered as a professional engineer to practice in the State of Wyoming.

ESTABLISHMENT: A use, building, structure or premises used for business, office, or commercial purposes.

FAMILY: Any number of persons living and cooking together on the premises as a single housekeeping unit, but not including a group of more than five (5) individuals not related by blood or marriage.

FRONTAGE (Street): The portion of a property that borders a street right-of-way, measured along the property line.

FUNCTIONAL CLASSIFICATION: A classification system that defines the purposes and hierarchy of all streets and highways. Refer to the Master Street Plan.

GARAGE: A building enclosed on more than two (2) sides, or a portion of an enclosed building, which is used for the parking of vehicles.

GARAGE, REAR-LOAD: A private garage with the overhead door(s) accessed from the rear of the lot.

GARAGE, SIDE-LOAD: A private garage where the overhead door(s) are oriented perpendicular to the front lot line.

GOVERNING BODY: The City Council of the City of Cody.

GRADE, FINISHED: The average proposed level of the finished surface of the ground adjoining a building after all site development work has been completed.

GRADING: Any stripping, cutting, filling, or stockpiling of earth or land, including the land in its cut or filled condition, to create new grades.

GROSS FLOOR AREA: The sum of the gross horizontal areas of all the floors of a building or structure measured from the exterior face of exterior walls, but excluding basements with less than six feet eight inches (6'8") ceiling height and any other area where the floor-to-ceiling height is less than five feet (5').

HAZARDOUS MATERIAL: A substance or material, including a hazardous substance, which has been determined by the United States Secretary of Transportation under title 49 of the Code of Federal Regulations to be capable of posing an unreasonable risk to health, safety and property and which has been so designated; and, nuclear or radioactive materials or waste; and, chemicals listed in Title III List of Lists Chemicals Subject to Reporting Under Title III of the Superfund Amendments and Reauthorization Act (SARA) of 1986, published July, 1987, U.S. Environmental Protection Agency.



**HAZARDOUS WASTE:** Any material that is subject to the hazardous waste manifest requirements of the United States Environmental Protection Agency as specified in 40 CFR part 262; or which is regulated by the Wyoming hazardous waste rules and regulations pursuant to the Wyoming Environmental Quality Act, Wyoming Statutes 35-11.

**HOME OCCUPATION:** A business activity conducted from a residential dwelling unit, or building or land accessory thereto, pursuant to the standards of this title, with the intent of generating income. Home occupations are further classified as follows:

**Large-Scale:** A business or professional enterprise operated ~~from out of~~ a residential dwelling, or ~~accessory~~-building or land accessory thereto, by a resident of the household and potentially up to two (2) non-resident employees, which is of a scale and character that does not alter or detract from the residential character of the property or neighborhood, and is incidental and accessory to the primary use of the property for residential purposes. Large-scale home occupations shall meet the standards outlined in the supplemental development standards.

**Small-Scale:** A business or professional enterprise operated out of a residential dwelling by a resident of the household, which is of a scale and character that does not alter or detract from the residential character of the dwelling or neighborhood, and is incidental and accessory to the primary use of the dwelling for residential purposes. Small-scale home occupations shall meet the standards outlined in the supplemental development standards.

**IMPROVEMENT:** Any building, structure, utility, landscaping, or other object constituting a physical betterment of real property, or any part of such betterment.

**INDIVIDUAL CARE CENTER:** A commercial facility that provides 24-hour personal care and related services to more than ten (10) children or dependent adults in a supervised, protective, congregate setting. Such a use is subject to the care-related regulations and standards of the State of Wyoming Department of Health. Services typically offered in conjunction with dependent adult care include social and recreational activities, training, meals, and personal daily living care. See also definition of individual care - family home for a list of uses not included in this definition.

**INDIVIDUAL CARE - FAMILY HOME:** A residential dwelling used primarily as a residence where 24-hour personal care and related services is provided to a maximum of five (5) children or dependent adults living as a single household, for compensation. Such a use is subject to the care-related regulations and standards of the State of Wyoming Department of Health Aging Division, under their category of "boarding home". Services typically offered in conjunction with dependent adult care include social and recreational activities, training, meals, and personal daily living care. The following uses are not included in any of the individual care categories:

- A. Facility for transitional living for released offenders;
- B. Facility to provide testing, treatment, or counseling for drug and alcohol abuse;
- C. Hospice;
- D. Sex offender counseling facility;
- E. Any of the following:
  - 1. Modified medical detoxification facilities;
  - 2. Facility for the treatment of narcotics;
  - 3. Community triage center; or
  - 4. Habilitative or nursing care.

**INDIVIDUAL CARE - GROUP HOME:** A facility that provides 24-hour personal care and related services to a minimum of six (6) children or dependent adults and a maximum of ten (10) children or dependent adults living as a single household, for compensation. When located on a

single-family residential lot, the provision of care shall take place in a dwelling used primarily as a residence. When located on a parcel developed with multi-family housing, the provision of care shall take place within a structure not used as a residence. In any case, such a use is subject to the care-related regulations and standards of the State of Wyoming Department of Health Aging Division. Services typically offered in conjunction with dependent adult care include social and recreational activities, training, meals, and personal daily living care. See also definition of individual care - family home for a list of uses not included in this definition.

INGRESS: Access or entry.

~~INTENSITY OF USE: The number of dwelling units per acre for residential development and floor area ratio for nonresidential development.~~

KENNEL: An establishment where five (5) or more dogs, cats or other domestic household pets age six (6) months or older, are bred, raised, ~~trained~~, or boarded, for compensation.

KITCHEN: That portion of a dwelling unit devoted to the cooking or preparation of food for the purpose of consumption by residents of the dwelling unit. ~~The term includes a "kitchenette", "wet bar" or any area equipped with items such as a counter top hot plate, counter top grill, or microwave oven, together with an under counter refrigerator and sink. "Full kitchen facilities" indicates the presence of complete cooking facilities (i.e., stove, oven or microwave oven, refrigerator, and sink).~~ The presence within any food preparation area of a ventilation hood, gas stub, two hundred twenty-volt electrical outlet or wiring, or any combination thereof, shall cause the area to be considered a "full kitchen facilities".

LANDSCAPING: The combination of natural elements such as trees, shrubs, ground covers, and other organic and inorganic materials that are installed for purposes of creating an attractive and pleasing outdoor environment.

LIVING AREA: For accessory dwelling unit purposes, living area is calculated by excluding the following from the gross square footage of the building:

- A. The exterior walls;
- B. Garages;
- C. Basements with less than six feet eight inches (6'8") ceiling height; and
- D. Other areas with ceiling height less than five feet (5').

LODGING UNIT/ROOM: A lodging unit or lodging room is a room with one (1) or more beds, bunks or other facilities for sleeping purposes.

LONG-TERM RENTAL: A residential dwelling unit rented for periods of thirty (30) days or more to one (1) family.

LOT: In its strictest sense, "lot" is a plot, tract, or portion of a subdivision or addition or other parcel of land whose existence, location and dimensions have been defined either by a legally authorized and recorded subdivision map (plat); or as a government lot or tract in a United States public land survey subdivision. However, for purposes of applying zoning regulations, "lot" is typically used generically to refer to any legally created piece of divided land, whether technically a platted lot, government lot, lot of record, tract, plot, or parcel. The use of "lot" in this manner avoids needless repetition (lot area, plot area, parcel area, etc.).

When it is necessary to distinguish between types of lots, such as often occurs in the realm of surveying and subdivision regulation, the term "lot" is typically limited to the strict definition, and the terms tract, lot of record, deeded parcel, etc., carry their respective meanings. Due to the potential for misinterpretation, the reviewing official has the authority to determine the proper interpretation of "lot" consistent with the language of this title, so that its use does not inadvertently preclude applicability of any particular regulation.

LOT AREA: That area of a horizontal plane bounded by the front, side and rear property lines of a lot, including any portion of an easement which may exist within such property lines but exclusive of rights-of-way for street purposes.

LOT AREA, NET: As of the date of adoption of this chapter, "net lot area" means the area of a lot (lot area) minus any portion thereof that:

- A. Is dedicated or reserved for a public or private street;
- B. Contains slopes in excess of thirty three percent (33%) for a horizontal distance of at least twenty feet (20'), measured up/down the slope;
- C. Is below the ordinary high water mark of a waterbody;
- D. Is within a protected wetland; or,
- E. Is in the "pole" portion of a flag lot.

[Note: Historically, some plats used the term "net lot size" to differentiate between the size of a lot after right-of-way dedication through the plat process, from its size before. The terms are not interchangeable.]

LOT, CORNER: A lot situated at the intersection of two (2) or more streets, with frontage on at least two (2) streets.

LOT DEPTH: The length of a line connecting the mid-point of the front and rear property lines of a lot.

LOT, DOUBLE FRONTAGE: A lot (not a corner lot) that adjoins two (2) streets that are parallel or within forty five degrees (45°) of being parallel to each other.

LOT, FLAG: A lot with two (2) distinct parts: the "flag", which is the only building site; and is located behind another lot; and the "pole", which connects the flag to the street and provides the only street frontage for the lot. Flag lots are prohibited, except as may be authorized through the subdivision variance or PUD process. A lot that is at least as wide, at all points, as the minimum frontage required for the lot, or forty feet (40'), whichever is greater, shall not be considered a flag lot, regardless of its appearance.

LOT FRONTAGE: The portion of the lot that fronts on a street or drive.

LOT, IMPROVED: A lot provided with the infrastructure and utilities required for a building to be authorized to be constructed and occupied thereon; or, a lot with existing buildings or structures.

LOT, INTERIOR: A lot other than a corner lot.

LOT LINE: For purposes of this title, "lot line" means a line that divides one (1) lot from another lot, or from a street right-of-way or easement, or any other area reserved or dedicated for public use. In situations where underlying property ownership extends under a street or highway right-of-way or easement, the lot line shall be considered to be at the boundary of the right-of-way or easement.

LOT LINE, CORNER: The lot line abutting a street or drive, other than a front lot line. [A property line separating the side of a lot from an emergency vehicle turnaround \(e.g. "T" turnaround\) at the end of the street shall not be considered a corner lot line for purposes of this definition, but the side lot line next to the emergency vehicle turnaround shall be considered a side lot line for setback purposes.](#)

LOT LINE, FRONT: The lot line separating the lot frontage from a street right-of-way or access easement. On corner lots, the front lot line will typically be the line with the narrowest frontage. However, if the lot will contain only one (1) dwelling, or if neither street is a collector or arterial, then the property owner may choose which of the two (2) lot frontages shall be considered the front lot line for setback purposes, and all other setbacks shall be applied accordingly. In the case

of a through lot, either frontage may be considered the "front", except in cases where deed restrictions, regulations, or plat notes prohibit access from one (1) street, in which case said restricted frontage may be considered a rear property line. Notwithstanding the above, the City may specify the curb cut/driveway location to any City street.

**LOT LINE, REAR:** The property line opposite and most distant from the front property line. In the case of a triangular or otherwise irregularly shaped lot with no clear rear lot line, a line ten feet (10') in length entirely within the lot, parallel to and at a maximum distance from the front property line shall constitute the rear lot line for setback purposes.

**LOT LINE, SIDE:** Any property line which is not a front lot line, rear lot line or corner lot line. A side lot line is roughly perpendicular to a front or rear property line.

**LOT OF RECORD:** A plot, tract, or parcel of land that:

A. Was not created through an approved subdivision, or as a government lot or tract in a United States Public Land Survey; and,

B. Was created by a deed or legal instrument other than a plat, which was executed before December 4, 1989, and which has been recorded in the County Clerk's Office.

**LOT, REVERSE CORNER:** A corner lot, the rear of which abuts the side of another lot.

**LOT SIZE, MINIMUM:** The smallest area permissible for any lot that is to be created or modified in size; and, the smallest lot on which a use or structure may be located, except as may be authorized pursuant to section [10-13-3](#), "Legal Nonconforming Lots", of this Code. For any lot created after adoption of this chapter, minimum lot size shall meet the "minimum net lot area" standard. Unmanned public utility facilities are exempt from minimum lot size requirements.

**LOT, SUBSTANDARD:** A lot that has less than the minimum area or minimum dimensions required by the zoning district in which the lot is located.

**LOT, THROUGH:** A lot that fronts upon two (2) parallel streets or that fronts upon two (2) streets that do not intersect at the boundaries of the lot. Also known as "lot, double-frontage".

**LOT, TRANSITION:** A lot in one (1) zoning district which abuts another zoning district.

**LOT WIDTH:** The mean horizontal distance between the side lot lines.

**LOT, ZONING:** A property consisting of more than one (1) lot [or parcel in single ownership](#), which is developed and/or utilized in such a manner as to constitute a single development, of which no individual lot [or parcel](#) could be excluded without causing the development to violate an applicable provision of the Building Code, Fire Code, Sign Code, Parking Code, this title, or other adopted Development Code. A zoning lot shall be considered a single lot for purposes of this title. New zoning lots shall not be created except pursuant to title 11, chapter 6, article B, "Lot Consolidations", of this Code.

**MAINTENANCE (Also MAINTAINED):** The upkeep of a property, building, structure, amenity, parking facility, landscaping or lot including repair, painting, trimming, pruning, watering, weeding, and other on-going activities that are associated with property maintenance.

**MANUFACTURED HOME:** A structure built to the Federal Manufactured Home Construction and Safety Standards (HUD Code effective June 15, 1976) and that displays an official red certification label indicating such on the exterior of each transportable section. Manufactured homes are built in a plant and are transported in one (1) or more sections on a permanent chassis. Manufactured homes are further classified as follows:

A. "Multi-wide" (aka double-wide or triple-wide manufactured home) has a minimum width of more than eighteen feet (18') as measured at all points perpendicular to the length of the manufactured home;

B. "Single-wide", has a width of eighteen feet (18') or less as measured at any point perpendicular to the length of the manufactured home.

**MOBILE HOME:** A dwelling on one (1) or more chassis for towing to the point of use, which dwelling does not meet the Federal Manufactured Home Construction and Safety Standards (HUD Code effective June 15, 1976). Mobile homes are further classified as follows:

A. "Multi-wide" (aka double-wide mobile home) has a minimum width of more than eighteen feet (18') as measured at all points perpendicular to the length of the mobile home;

B. "Single-wide", has a width of eighteen feet (18') or less as measured at any point perpendicular to the length of the mobile home.

This definition does not include manufactured homes, modular homes, commercial coaches, recreational vehicles or motor homes.

**MOBILE HOME PARK:** A lot used for the placement of three (3) or more mobile and/or manufactured homes, which are used as dwellings. The term does not include unoccupied mobile or manufactured homes in a sales lot or commercial storage lot.

**MOBILE HOME SPACE:** That portion of a mobile home park designated, used, or designed for the occupancy of not more than one (1) mobile or manufactured home and includes that area set aside or used for associated automobile parking, carports, awnings, accessory buildings or other structures, and the yard area as required herein for each space.

**MODULAR HOME:** A residential dwelling constructed of pre-made parts and/or modules manufactured at a facility, which parts and modules are transported to a fixed site, placed by crane, and permanently affixed to and supported by a perimeter foundation. A modular home shall be constructed in accordance with the City's adopted Building Code, as opposed to a HUD Code. Manufactured homes, and other dwellings with a permanent chassis designed for purposes of transporting and supporting the structure, cannot qualify as modular homes, as defined herein. A modular home is considered equivalent to a site-built home for zoning purposes.

**NON-TRANSIENT:** Occupancy of a dwelling or sleeping room for thirty (30) days or more.

**OCCUPANCY OR OCCUPIED:** With respect to a structure, refers to the residing of one (1) or more individuals in a dwelling or to the storage or use of equipment, merchandise, or machinery in any public, commercial, or industrial building.

**OFF-SITE PARKING:** Parking provided for a specific use but located on a lot other than the one (1) on which the specific use is located.

**OPEN SPACE:** Any parcel or area of land or water essentially unimproved and set aside, dedicated, designated, or reserved for public use or enjoyment.

**OPEN SPACE, COMMON:** Land within or related to a development that is designed and intended for the common use or enjoyment of the residents of the development and their guests.

**OPEN SPACE, PRIVATE:** Open space which is normally owned by and limited to the use of the occupants of a building or property that abuts such open space.

**OPEN SPACE, PUBLIC:** Open space owned and maintained by a public agency for the use and enjoyment of the general public.

**OUTDOOR STORAGE:** The commercial or industrial use of an area outside of an enclosed building for the long term retention (more than 48 hours) of materials, machinery or equipment, regardless of whether the materials, machinery or equipment are to be bought, sold, repaired, stored, incinerated, or discarded. The term does not include new or used motor vehicle sales and rental display, nor does it include accessory and incidental parking of vehicles for residents, guests, customers or employees in connection with a principal use.

**OVERLAY ZONE:** A zoning district that may be imposed on one (1) or more underlying base zoning districts, which provides additional requirements and standards beyond those required by the underlying zoning district.

**OWNER:** An individual, firm, association, syndicate, partnership or corporation having sufficient proprietary interest to seek development of land.

**OWNER-OCCUPIED:** A property or building where the owner is living at the time the regulated activity takes place.

**PERMITTED USE:** Any use allowed in a zoning district as a matter of right if it is conducted in accordance with the restrictions applicable to that district. Permitted uses are designated in the Land Use Table by the letter "P".

**PERSON:** An individual, firm, partnership, corporation, company, association, joint stock association, governmental entity, trustee, receiver, assignee or similar representative of any of them.

**PLANNED UNIT DEVELOPMENT, RESIDENTIAL:** A residential subdivision authorized pursuant to title 11, chapter 7 of this Code.

**PLANNING AND ZONING BOARD:** The board appointed as such by the Mayor with the consent of the Governing Body. The Planning and Zoning Board serves as the Planning Commission as authorized by Wyoming Statutes section 15-1-502, the Zoning Commission as authorized by Wyoming Statutes section 15-1-604, and the Board of Adjustment as authorized by Wyoming Statutes section 15-1-605; and has the powers and duties as prescribed by State law and City ordinances.

**PRINCIPAL BUILDING:** The building in which the principal use of the lot is conducted. Lots with multiple uses may have multiple principal buildings. The term does not include storage buildings, garages or other buildings which normally are considered accessory buildings.

**PRINCIPAL USE:** The purpose for which land, premises or building is designed, arranged or constructed.

**PROHIBITED USE:** A use that is not permitted by any means in a particular zoning district.

**PROPERTY:** A lot, parcel, or tract of land together with the building and structures located thereon.

**PUBLIC PARK OR PLAYGROUND:** A park, playground, swimming pool, reservoir, golf course, or athletic field owned, operated and maintained by a Local or State level governmental entity.

**PUBLIC UTILITY:** A regulated enterprise with a franchise for providing to the public a utility service deemed necessary for the public health, safety and welfare.

**RECEPTION FACILITY:** A property other than a church at which formal parties, weddings, receptions, or social gatherings are held, for compensation.

**RECREATIONAL VEHICLE (RV):** A vehicle towed, or self-propelled on its own chassis, or attached to the chassis of another vehicle, which is designed or used for temporary living accommodations, typically in a recreational, camping and/or traveling situation. For zoning purposes, the term includes, but is not limited to, travel trailers, pickup/truck campers, camping trailers, motorhomes, camper vans, tiny houses on wheels, and converted trucks or buses.

**RECREATIONAL VEHICLE PARK:** Any lot or tract of land used, or intended to be used, for renting of space to accommodate one (1) or more recreational vehicles. The definition does not include vehicle storage. RV parks may also offer tent camping, cabin rental, and accessory support services such as laundry, bath houses, and an on-site store.



REVIEWING OFFICIAL: The person, board, or Governing Body responsible for issuing the permit, authorization, or approval that has been requested.

ROOMING HOUSE: An owner-occupied dwelling with no more than five (5) guest lodging rooms where, for compensation, individual furnished rooms are provided for no more than five (5) non-transient persons who are not members of the immediate family occupying such building, and no more than two (2) such persons occupy any guest lodging room. (Note: "Rooming house" falls within the definition of lodging house in the International Residential Code.)

SETBACK: The minimum required separation distance between the nearest wall or support of a structure and the lot line, measured at a right angle from the property line.

SETBACK AREA, CORNER SIDE: A yard area of which the width is measured between the side street property line and the required corner side yard setback line; and the depth is measured between the front yard setback line and the rear yard setback line. A property line separating the side of a lot from an emergency vehicle turnaround (e.g. "T" turnaround) at the end of the street shall not be considered a side street property line for purposes of this definition, but the side lot line next to the emergency vehicle turnaround shall be subject to the side setback standard.

SETBACK AREA, FRONT: A yard area of which the width is measured the entire length of the front property line between the side property lines; and the depth is measured as the distance between the street right-of-way line and the required front setback line.

SETBACK AREA, REAR: A yard area of which the width is measured the entire length of the rear property line between the side property lines; and the depth is measured as the distance between the rear property line and the required rear yard setback line.

SETBACK AREA, SIDE: A yard area of which the width is measured between the side property line and the required side yard setback line; and the depth is measured between the front yard setback line and the rear yard setback line.

SETBACK, GARAGE ENTRANCE: A setback ~~that is~~ measured from a street lot line to the entrance of a garage or carport along the route of vehicle travel, thereby resulting in -It is essentially a minimum driveway length.

SETBACK LINE: A line established by measuring from the property line, perpendicularly and into the property a distance equal to the required setback. No part of a building shall project into the area between the property line and the setback line except as otherwise provided in this title.

SHORT-TERM RENTAL: The use of a residential dwelling, or portion thereof, in which lodging, but no meal, is provided to guests in exchange for compensation and any individual guest rents or occupies the dwelling or portion thereof for a period of less than thirty (30) consecutive days. Capacity of a short-term rental is limited to five (5) or fewer lodging units and ten (10) or fewer guests.

SIDE STREET: A street running along a side property line of a corner lot.

SPOT ZONING: The rezoning of a lot or parcel of land to benefit an owner for a use incompatible with surrounding land uses and that does not further the adopted Master General Plan. The fact that an individual lot is zoned differently from adjacent properties shall not automatically mean the situation constitutes spot zoning. Additional factors such as the relationship to the adjacent zones, size of the property, and characteristics of the proposed zone must also be considered.

STORAGE: A space or place where goods, materials or personal property is placed and kept for more than forty eight (48) consecutive hours.

**STORY:** That portion of a building between the surface of any floor and the surface of the floor next above it; or if there is no floor above it, then the space between the floor and the ceiling next above. [See also "Basement".](#)

**STREET:** A thoroughfare which affords a principal means of access to abutting property. The term does not include an "alley" as that term is defined in this title.

**STRUCTURE:** Any object constructed or installed, the use of which requires location in or on the ground, or attached to something having a permanent location in or on the ground.

"Structure" includes but is not limited to buildings, decks, fences, towers, flag poles, signs, and other similar objects. "Structure" does not include paved areas, or vegetative landscaping materials.

**TRACT:** A piece of land created and designated as part of a land division that is not a lot, lot of record, or a public right-of-way. Tracts are created and designed for a specific purpose. Land uses within a tract are restricted to those uses consistent with the stated purpose as described on the plat, or in the maintenance agreements, or through Conditions, Covenants and Restrictions (CC&Rs). Examples include stormwater management tracts, private alley tracts, and open space tracts. Note: The term "tract" has not consistently been applied in this manner in the past - e.g., some plats label open space or stormwater basins as lots.

**USE:** The purpose (type and extent) for which land or a building is arranged, designed, or intended; or for which either land or a structure is occupied or maintained.

**USED FOR RESIDENTIAL PURPOSES:** A lot that is two (2) acres or less in area and contains a residential dwelling unit.

**UTILITY INFRASTRUCTURE SITE:** Electric substations, domestic water treatment and storage facilities, natural gas regulator stations, fiber optic booster stations, outdoor pumping stations, and similar large-scale utility infrastructure sites.

**VISUAL SCREEN:** A fence or evergreen hedge at least six feet (6') in height and of sufficient density or construction to prevent visual contact from opposite sides. If the option for an evergreen hedge is used, it must be of sufficient size at planting to achieve the required height within two (2) years.

**WALL HEIGHT:** For purposes of accessory building setback regulation, the vertical distance from the building floor to the top plate of the wall.

**WIND ENERGY SYSTEM, SMALL:** A wind energy conversion system consisting of a wind turbine, a tower or supporting structure, and associated control or conversion electronics, which has a rated capacity sized for on-site electric usage (typically 10 kW or less for a single-family dwelling) and which is primarily intended to reduce on-site consumption of utility power. For purposes of this title, the use shall not be deemed an accessory use.

**WIRELESS COMMUNICATION ANTENNA:** An antenna that transmits and/or receives wireless communication signals. The term does not include any device, such as a radio antenna, telephone antenna, television antenna, satellite dish antenna or amateur radio antenna, that is accessory or incidental to a residential use and is employed by an ultimate user to receive radio, television or other communication signals.

**WIRELESS COMMUNICATION DEFINITIONS:** (Applicable to the definition and regulation of wireless communication facilities only.)

**Applicant:** Any person engaged in the business of providing wireless communication services or the wireless communications infrastructure required for wireless communications services and who submits an application.

**Base Station:** A structure or equipment at a fixed location that enables commission-licensed or authorized wireless communications between user equipment and a communications network. The term does not encompass a tower as defined in this chapter or any equipment associated with a tower.

A. The term includes, but is not limited to, equipment associated with wireless communications services such as private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

B. The term includes, but is not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including distributed antenna systems and small cell networks).

C. The term includes any structure other than a tower that, at the time the relevant application is filed with the City under this title, supports or houses equipment described in this section that has been reviewed and approved under the applicable zoning or siting process, or under State or local regulatory review process, even if the structure was not built for the sole or primary purpose of providing such support.

D. The term does not include any structure that, at the time the relevant application is filed with the State or the City under this title, does not support or house equipment described in this section.

**Collocation:** The mounting or installation of transmission equipment on an eligible support structure for the purpose of transmitting or receiving radio frequency signals for communications purposes.

**Distributed Antenna System Or DAS:** A network consisting of transceiver equipment at a central hub site to support multiple antenna locations throughout the desired coverage area.

**Eligible Facilities Request:** Any request for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station, involving:

- A. Collocation of new transmission equipment;
- B. Removal of transmission equipment; or
- C. Replacement of transmission equipment.

**Eligible Support Structure:** Any tower or base station as defined in this section, provided that it is existing at the time the relevant application is filed with the City under this title.

**Existing:** A tower or base station that has been reviewed and approved under the applicable zoning or siting process, or under another State or local regulatory review process, provided that a tower that has not been reviewed and approved because it was not in a zoned area when it was built, but was lawfully constructed, is existing for purposes of this definition.

**FCC:** The Federal Communications Commission.

**Macrocell:** An antenna or antennas mounted on a tower, ground-based mast, rooftops and other towers or structures, at a height that provides a clear view over the surrounding buildings and terrain. Macrocells are typically designed to provide coverage to large areas.

**Monopole (aka Slim-Line Pole):** A wireless communication facility, consisting of a pole and one (1) or more antennas, on which the antenna panels are narrow and closely spaced with one another atop the pole and extend no more than one foot (1') beyond the circumference of the pole.

**Public Utility:** A regulated enterprise with a franchise for providing to the public a utility service deemed necessary for the public health, safety and welfare.

**Site:** In relation to a tower that is not in the public right-of-way, the current boundaries of the leased or owned property surrounding the tower and any access or utility easements currently related to the site. In relation to support structures other than towers, site means an area in proximity to the structure and to other transmission equipment already deployed on the ground.

**Small Cells:** Compact wireless communication equipment containing their own transceiver equipment and which function like cells in a mobile network but provide a smaller coverage area than traditional macrocells.

**Stealth Design:** Technology that minimizes the visual impact of wireless communication facilities by camouflaging, disguising, screening or blending into the surrounding environment such that it is not readily seen or discernable as a wireless communication facility to a casual passerby. Examples of stealth design include but are not limited to antennas integrated into architectural elements such as steeples, cornices, and bell towers; facilities disguised as trees and flagpoles; and architecturally screened roof-mounted antennas.

**Substantial Change:** A modification that substantially changes the physical dimensions of an eligible support structure if it meets any of the following criteria:

A. For towers other than towers in the public rights-of-way, it increases the height of the tower by more than ten percent (10%) or by the height of one (1) additional antenna array with separation from the nearest existing antenna not to exceed twenty feet (20'), whichever is greater; for other eligible support structures, it increases the height of the structure by more than ten percent (10%) or more than ten feet (10'), whichever is greater. Changes in height should be measured from the original support structure in cases where deployments are or will be separated horizontally, such as on buildings' rooftops; in other circumstances, changes in height should be measured from the dimensions of the tower or base station, inclusive of originally approved appurtenances and any modifications that were approved prior to the passage of the Spectrum Act (47 USC section 1455(a));

B. For towers other than towers in the public rights-of-way, it involves adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than twenty feet (20'), or more than the width of the tower structure at the level of the appurtenance, whichever is greater; for other eligible support structures, it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six feet (6');

C. For any eligible support structure, it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four (4) cabinets; or, for towers in the public rights-of-way and base stations, it involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than ten percent (10%) larger in height or overall volume than any other ground cabinets associated with the structure;

D. It entails any excavation or deployment outside the current site;

E. It would defeat the concealment elements of the eligible support structure; or

F. It does not comply with conditions associated with the siting approval of the construction or modification of the eligible support structure or base station equipment, provided however that this limitation does not apply to any modification that is non-compliant only in a manner that would not exceed the thresholds identified in subsections A through D of this subdefinition.

**Tower:** Any structure built for the sole or primary purpose of supporting any FCC-licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public

safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site.

**Transmission Equipment:** Equipment that facilitates transmission for any FCC-licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supply. The term includes equipment associated with wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

**Utility Support Structure:** Utility poles or utility towers supporting electrical, telephone, DAS, small cells, cable or other similar facilities; street light standards; or pedestrian light standards.

**Wireless Communication Antenna:** An antenna that transmits and/or receives wireless communication signals. The term does not include any device, such as a radio antenna, telephone antenna, television antenna, satellite dish antenna or amateur radio antenna, that is accessory or incidental to a residential use and is employed by an ultimate user to receive radio, television or other communication signals.

**Wireless Communication Facility Or WCF:** A staffed or unstaffed facility or location or equipment for the transmission or reception of radio frequency (RF) signals or other wireless communications or other signals for commercial communications purposes, typically consisting of one (1) or more antennas or group of antennas, a tower or attachment support structure, transmission cables and other transmission equipment, and an equipment enclosure or cabinets, and including small cell technologies.

**Wireless Communication Facility, Non-Stealth Design:** A wireless communication facility that does not qualify as a stealth design wireless communication facility.

**Wireless Communication Signals:** Communication signals, including analog signals, digital signals and other spectrum-based communication signals. The term does not include television broadcast signals; direct broadcast signals; direct broadcast satellite services; multi-channel, multi-point distribution services; or amateur radio signals.

**WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN:** A wireless communication facility that is screened or designed to blend into the surrounding environment such that it is not readily seen or discernable as a wireless communication facility to a casual passerby. Examples include roof-mounted antennas with architectural screening; panel antennas mounted against the wall of an existing building and painted or finished to match the existing structure; antennas integrated into architectural elements such as steeples or cupolas; and antennas and antenna structures designed to look like streetlight poles or flagpoles.

**YARD:** The areas on a lot that are unoccupied by structures, except for projections and the specific accessory structures allowed in those areas under the provisions of this title.

**YARD, CORNER SIDE:** The yard of a corner lot extending from the front yard to the rear yard and between the side street and the primary structure.

**YARD, FRONT:** The yard area extending along the entire length of the front property line and the depth between the street right-of-way line and the primary structure. (See also definition of lot line, front.)

**YARD, REAR:** The yard area extending along the entire length of the rear property line and the depth between the rear property line and the primary structure.

**YARD, SIDE:** The yard area extending from the front yard to the rear yard and between the side property line and the primary structure.

**ZONING DISTRICT:** An area designated on the Official Zoning Map in which certain uses are permitted and certain others are not permitted, all in accordance with this title. (Ord. 2017-02, 3-7-2017; amd. Ord. 2017-11, 6-6-2017)



**ORDINANCE 2022-22**

**AN ORDINANCE AMENDING TITLE 10, CHAPTER 4, SECTION 3  
“APPEALS; POWERS”, SUBSECTION C6 OF THE CITY OF CODY CODE**

**WHEREAS**, notice of the public hearing to consider the proposed ordinance was published in the Cody Enterprise on October 6, 2022;

**WHEREAS**, a public hearing was held on October 25, 2022 before the City Planning and Zoning Board, as advertised, at which meeting the Planning and Zoning Board heard comments from all persons wishing to speak for or against the proposed ordinance;

**WHEREAS**, the Planning and Zoning Board recommends approval of the amendment to the zoning ordinance as specified herein;

**WHEREAS**, the governing body of the City of Cody has reviewed the proposed ordinance and public comments and finds that it is in the best interest of the public to adopt the proposed ordinance.

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

Title 10, Chapter 4, Section 3, Subsection C6 of the City of Cody Code is hereby amended to read as follows.

6. Such plan shall include reasonable requirements in reference to streets, alleys and public grounds within the corporate limits ~~and in contiguous territory outside of and distant not more than one and one-half (1½) miles from such limits and not included in any municipality~~; such requirements to be effective if any such land shall be subdivided after the adoption of such plan.

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

PASSED ON FIRST READING: 11/15/2022

PASSED ON SECOND READING: 12/6/2022

PASSED, ADOPTED AND APPROVED  
ON THIRD AND FINAL READING:

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

ATTEST:

\_\_\_\_\_  
Cynthia Baker, Administrative Services Officer

**ORDINANCE 2022-23**

**AN ORDINANCE AMENDING TITLE 10, CHAPTER 5, SECTION 1  
“CITY COUNCIL AUTHORITY” OF THE CITY OF CODY CODE**

**WHEREAS**, notice of the public hearing to consider the proposed ordinance was published in the Cody Enterprise on October 6, 2022;

**WHEREAS**, a public hearing was held on October 25, 2022 before the City Planning and Zoning Board, as advertised, at which meeting the Planning and Zoning Board heard comments from all persons wishing to speak for or against the proposed ordinance;

**WHEREAS**, the Planning and Zoning Board recommends approval of the amendment to the zoning ordinance as specified herein;

**WHEREAS**, the governing body of the City of Cody has reviewed the proposed ordinance and public comments and finds that it is in the best interest of the public to adopt the proposed ordinance.

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

Title 10, Chapter 5, Section 1 of the City of Cody Code is hereby amended to read as follows.

**10-5-1: CITY COUNCIL AUTHORITY:**

The city council may by ordinance at any time, on its own motion or petition, or upon the recommendations by the planning and zoning commission, amend, supplement or change the regulations or districts herein or subsequently established; provided, however, that a public hearing shall first be held in relation thereto, after one publication of notice of the time, place and purpose of such hearing, in an official newspaper, at least fifteen (15) days prior to such hearing.

The City Planner is granted authority to perform or require applicants to perform additional notice to inform neighboring property owners, lessees, utility providers, or others that may be affected of the public hearing. This additional notice is not subject to the fifteen (15) day requirement, may take any form, and is completely discretionary. Additional notice, or lack thereof, shall not be grounds for appeal.

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

PASSED ON FIRST READING: 11/15/2022

PASSED ON SECOND READING: 12/6/2022

PASSED, ADOPTED AND APPROVED  
ON THIRD AND FINAL READING:

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

ATTEST:

\_\_\_\_\_  
Cynthia Baker, Administrative Services Officer

## **POTENTIAL AMENDMENT TO ORDINANCE 2022-23:**

The following yellow highlighted sections would be an amendment to the proposed ordinance. The language changes are proposed by staff to reflect discussion with Council member Heidi Rasmussen. Procedurally, the Council would need to amend Ordinance 2022-23 on 3<sup>rd</sup> reading to incorporate the additional changes, if they agree with them.

### **10-5-1: CITY COUNCIL AUTHORITY:**

The city council may by ordinance at any time, on its own motion or petition, or upon the recommendations by the planning and zoning commission, amend, supplement or change the regulations or districts herein or subsequently established; provided, however, that a public hearing shall first be held in relation thereto, after one publication of notice of the time, place and purpose of such hearing, in an official newspaper, at least fifteen (15) days prior to such hearing.

The City Planner is granted authority to perform or require applicants to perform additional notice to inform neighboring property owners, lessees, utility providers, or others that may be affected of the public hearing. This additional notice is not subject to the fifteen (15) day requirement, may take any form, and is completely discretionary. Additional notice, or lack thereof, shall not be grounds for appeal of the final decision by the city council.

(1960 Compilation § 26-115; amd. Ord. 86-5; Ord. 87-3)

**ORDINANCE 2022-24**

**AN ORDINANCE AMENDING TITLE 10, CHAPTER 6 “GENERAL  
DEVELOPMENT STANDARDS FOR RESIDENTIAL ZONING DISTRICTS”  
OF THE CITY OF CODY CODE**

**WHEREAS**, notice of the public hearing to consider the proposed ordinance was published in the Cody Enterprise on October 6, 2022;

**WHEREAS**, a public hearing was held on October 25, 2022 before the City Planning and Zoning Board, as advertised, at which meeting the Planning and Zoning Board heard comments from all persons wishing to speak for or against the proposed ordinance;

**WHEREAS**, the Planning and Zoning Board recommends approval of the amendment to the zoning ordinance as specified herein;

**WHEREAS**, the governing body of the City of Cody has reviewed the proposed ordinance and public comments and finds that it is in the best interest of the public to adopt the proposed ordinance.

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

Title 10, Chapter 6 of the City of Cody Code is hereby amended to read as attached in Exhibit A.

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

PASSED ON FIRST READING: 11/15/2022

PASSED ON SECOND READING: 12/6/2022

PASSED, ADOPTED AND APPROVED  
ON THIRD AND FINAL READING:

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Matt Hall, Mayor

ATTEST:

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Cynthia Baker, Administrative Services Officer

# CHAPTER 6

## GENERAL DEVELOPMENT STANDARDS FOR RESIDENTIAL ZONING DISTRICTS

### SECTION:

[10-6-1](#): Applicability

[10-6-2](#): Table

## EXHIBIT A

### 10-6-1: APPLICABILITY:

This chapter applies to each of the residential zoning districts, except as follows:

A. Properties within the Mobile Home Park Zoning District shall be subject to the development standards of title 9, chapter 6 of this Code.

B. Properties that are approved and developed as a planned unit development shall be subject to the development standards authorized and used for the planned unit development. [If a planned unit development plan or other documentation did not clearly or implicitly identify what development standards were established for the planned unit development, the following standards are to be utilized, as applicable, based on the underlying zoning district. Provided, none of the following standards shall cause a lot or legal structure in the planned unit development to be classified as non-conforming.](#) (Ord. 2017-02, 3-7-2017)

### 10-6-2:TABLE:

Standard	Zoning District					
	RR	R-1	R-2	R-2MH	R-3	R-4
Lot dimension and density requirements:						
Minimum lot area* <sup>1</sup>	0.40 acre	n/a ( <i>Use minimum net lot area or developable acreage per dwelling, as applicable.</i> )				
Minimum net lot area* <sup>1</sup>	n/a	7,000 sq. ft.	5,500 sq. ft. for single-family dwelling; 10,000 sq. ft. for duplex	5,500 sq. ft. for single-family dwelling; 10,000 sq. ft. for duplex	3,200 sq. ft. for detached*, semi-detached*, and attached* single-family dwellings only. ( <i>For multi-unit dwellings see next row.</i> )	n/a ( <i>Use developable acreage per dwelling requirement</i> )

	Developable acreage per dwelling*	n/a				4,000 sq. ft. for multi- unit dwellings, including those in condominium ownership; also, for dwellings in residential subdivisions with yards in common area	1,800 sq. ft.
	Minimum lot width*	100'	50'	50'	50'	<del>30</del> 22' for interior lot, 40' corner lot	<del>20</del> 16' for interior lot, 30' corner lot
	Maximum lot depth to width ratio	3:1	3:1	3.5:1	3.5:1	<del>5:1</del> N/A	<del>5:1</del> N/A
	Minimum frontage on street/access easement	80' <sup>2</sup>	45' <sup>2</sup>	45' <sup>2</sup>	45' <sup>2</sup>	<del>30'</del> 20' for up to 5 dwelling units; 30' for >5 dwelling units	<u>16' for single dwelling</u> , 20' for <del>up</del> 2 to 5 dwelling units; 30' for >5 dwelling units
Building height, placement, and size requirements:							
	Number of main buildings* on a lot	1	1	1	1	n/a	n/a
	Maximum building coverage*	30%	40%	50%	50%	65%	85%



Maximum <a href="#">number of stories*</a> ( <a href="#">excluding basements</a> ) and <a href="#">maximum</a> building height*	2 stories and 30' above <a href="#">finished</a> grade	2 stories and 30' above <a href="#">finished</a> grade	2 stories and 30' above <a href="#">finished</a> grade	2 stories and 30' above <a href="#">finished</a> grade	2 stories and 30' above <a href="#">finished</a> grade	3 stories and 40' above <a href="#">finished</a> grade <sup>3</sup>
Minimum size of dwelling in gross floor area, excluding garage	1,000 sq. ft.	1,000 sq. ft.	864 sq. ft.	720 sq. ft.	<del>720</del> <a href="#">600</a> sq. ft.	240 sq. ft.
Minimum garage entrance setback from front lot line*, applicable to direction of approach	35'	25' <sup>4</sup>	25' <sup>4</sup>	25' <sup>4</sup>	20'; and 25' from any arterial or major collector R/W <sup>4</sup>	20'; and 25' from any arterial or major collector R/W <sup>4</sup>
Minimum garage entrance setback from corner lot line*, applicable to direction of approach	30'	22'; and 25' from any arterial or major collector R/W <sup>4</sup>	22'; and 25' from any arterial or major collector R/W <sup>4</sup>	22'; and 25' from any arterial or major collector R/W <sup>4</sup>	<del>20</del> <a href="#">22</a> '; and 25' from any arterial or major collector R/W <sup>4</sup>	<del>20</del> <a href="#">22</a> '; and 25' from any arterial or major collector R/W <sup>4</sup>
Minimum front yard setback (see also minimum	35'	25' <sup>4</sup>	20'; and 25' from any arterial or major collector R/W <sup>4</sup>	20'; and 25' from any arterial or major collector R/W <sup>4</sup>	15'; and 25' from any arterial or major collector R/W <sup>4</sup>	10'; and 25' from any arterial or major collector R/W <sup>4</sup>

	garage entrance setback)						
	Minimum side yard setback from <u>corner lot line*</u> (side street) <sup>5</sup> ( <del>corner lot line</del> )	30'	15' <sup>4</sup>	15' <sup>4</sup>	15' <sup>4</sup>	1 <u>0</u> 5' <sup>4</sup>	10'
	Minimum side yard setback from neighboring lot, alley, <u>common open space</u> , or private easement	15'	5'	5'; except 0' at a common wall <u>or next to common open space</u>	5'; except 0' at a common wall <u>or next to common open space</u>	5'; except 0' at a common wall <u>or next to common open space</u>	5'; except 0' at a common wall <u>or next to common open space</u>
	Minimum rear yard setback	15'	15'	15'	15'	1 <u>0</u> 5'	10'
	Minimum setback from utility easement	Edge of easement, and no overhang unless authorized otherwise by the easement grantee					
	Minimum separation between main buildings* within lot	n/a	n/a	n/a	n/a	10'	10'
Reduced <u>minimum</u> setbacks for accessory buildings (exceptions to above setbacks):							
	<u>Setback F</u> from neighboring	10'	5'	3' <sup>6</sup>	3' <sup>6</sup>	3' <sup>6</sup>	3' <sup>6</sup>

	lot, when accessory building is $\geq$ 120 sq. ft. and wall height* of accessory building is 10'6" or less.						
	<u>Setback from neighboring lot when all following conditions are met: accessory building is 120 sq. feet or less; wall height is 10'6" or less; and, accessory building is located at least 6' from any other accessory building and any neighbor's dwelling.</u>	<u>5'</u>	<u>3'</u>	<u>0'</u>	<u>0'</u>	<u>0'</u>	<u>0'</u>
	<u>Accessory building setback from adjacent alley or common</u>	5'	5'	3'; 0' if no doorway (garage/person) in wall next to alley/ OS - no overhang permitted	3'; 0' if no doorway (garage/person) in wall next to alley/ OS - no overhang permitted	3'; 0' if no doorway (garage/person) in wall next to alley/ OS - no	3'; 0' if no doorway (garage/person) in wall next to alley/ OS - no

	open space (OS)					overhang permitted	overhang permitted
<a href="#">Reduced minimum setbacks for open-walled structures (e.g. open porches, patio covers, pergolas, carports) that are attached to the primary building <sup>7</sup></a>							
	<a href="#">Setback from a rear lot line</a>	<a href="#">10'; 3' if next to alley or open space</a>	<a href="#">10'; 3' if next to alley or open space</a>	<a href="#">10'; 3' if next to alley or open space</a>	<a href="#">10'; 3' if next to alley or open space</a>	<a href="#">5'; 3' if next to alley or open space</a>	<a href="#">5'; 3' if next to alley or open space</a>
Multi-family development standards:							
Multi-family development with >4 dwelling units		n/a				See Supplemental Development Standards, "Multi-Family Development"	

\* Means term is defined.

(*Italics*) - Language italicized and within parenthesis are instructions for utilizing the table.

[Footnotes:](#)

1. Must be served with public sewer and public water to qualify for the sizes noted. If public sewer and public water are not available, minimum lot area is 1.0 acre.
2. Lots located ~~entirely~~ along the circular portion of a cul-de-sac bulb or outside knuckle of a street corner may be reduced to a minimum of 30 feet, provided the lot width requirement is met and the lot is not capable of being further divided. In addition, lots at the end of an access easement in an infill subdivision need only provide frontage pursuant to those regulations, as found in 11-8-4(A).
3. Buildings taller than 2 stories and 30 feet shall be set back from any adjoining residential property in a RR, R-1, R-2, R-2MH, ~~R-3~~, or MHP Zone an additional two feet for each foot in height over 30 at least 40 feet.
4. Park strip option: When the yard of the property abuts an improved street right-of-way with an existing park strip (aka planting strip - an area between the back of the curb and the sidewalk) that is at least 5 feet wide, the minimum yard setback requirement is 10 feet, provided any garage opening shall be not less than 22 feet from the back of the public sidewalk in this situation.
5. See definition of "lot line, front" for options on selecting the front yard on corner lots. See also minimum garage entrance setback.

6. Placing a structure larger than 120 square feet closer than 5 feet from an adjacent lot triggers fire-resistant construction requirements pursuant to the adopted Building Code. If the structure is not constructed to such fire-resistant standards, the minimum setback requirement is 5 feet.

7. No wall or visual screen shall be installed on the portion of the structure that utilizes the reduced setback. Any portion of the structure that meets the minimum setback required for the primary structure to which it is attached may be enclosed with a wall or visual screen.

**ORDINANCE 2022-25**

**AN ORDINANCE AMENDING TITLE 10, CHAPTER 7 “RESIDENTIAL ZONING DISTRICT LAND USES” OF THE CITY OF CODY CODE**

**WHEREAS**, notice of the public hearing to consider the proposed ordinance was published in the Cody Enterprise on October 6, 2022;

**WHEREAS**, a public hearing was held on October 25, 2022 before the City Planning and Zoning Board, as advertised, at which meeting the Planning and Zoning Board heard comments from all persons wishing to speak for or against the proposed ordinance;

**WHEREAS**, the Planning and Zoning Board recommends approval of the amendment to the zoning ordinance as specified herein;

**WHEREAS**, the governing body of the City of Cody has reviewed the proposed ordinance and public comments and finds that it is in the best interest of the public to adopt the proposed ordinance.

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

Title 10, Chapter 7 of the City of Cody Code is hereby amended to read as attached in Exhibit A.

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

PASSED ON FIRST READING: 11/15/2022

PASSED ON SECOND READING: 12/6/2022

PASSED, ADOPTED AND APPROVED  
ON THIRD AND FINAL READING:

---

Matt Hall, Mayor

ATTEST:

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Cynthia Baker, Administrative Services Officer



**CHAPTER 7****RESIDENTIAL ZONING DISTRICT LAND USES**

## SECTION:

**10-7-1: Land Use Classifications****10-7-2: Residential Land Use Table****10-7-1: LAND USE CLASSIFICATIONS:**

A. Use When Permitted; Requirements: Buildings, structures and land shall be used only in accordance with the uses permitted in the following Land Use Table, and subject to all other applicable requirements of this title. [Any use determined by the reviewing official to be not listed in Table 10-7-2, and not listed in any other table or list of land uses in Title 10, may be considered pursuant to the provisions of 10-14-2 as an "Exemption For Use Similar To Permitted Use"](#). B. Interpretation Of The Residential Land Use Table: The symbols and letters in the Residential Land Use Table have the following meanings:

Symbol	Meaning
P	The use is permitted in that zoning district by right.
A	The use is permitted as an accessory use only. An accessory use cannot be established on a property unless it is in conjunction with a permitted use.
C	The use may be considered through the conditional use review process. See section 10-14-1 of this title.
N	The use is not permitted in that zoning district.
*	The use is subject to requirements applicable specifically to that use, as listed in chapter 8, "Supplemental Development Standards For Residential Zoning Districts", of this title.
See note	Refer to the corresponding residential supplemental development standards, found in chapter 8 of this title.

C. Planned Unit Developments: Planned unit developments shall be subject to the land use regulations of the underlying zoning district, unless specified otherwise in the planned unit development authorization. (Ord. 2017-02, 3-7-2017)

**10-7-2: RESIDENTIAL LAND USE TABLE:**

Land Uses	Zoning District						
	RR	R-1	R-2	R-2MH	R-3	R-4	MH Park <sup>1</sup>
Land Uses	Zoning District						
	RR	R-1	R-2	R-2MH	R-3	R-4	MH Park <sup>1</sup>
Accessory buildings and uses, not otherwise listed	A	A	A	A	A	A	A
Accessory dwelling unit*	<del>C</del> A	C	A	A	A	A	A

Amateur radio antenna*	See note	See note	See note	See note	See note	See note	See note
Assisted living apartments/facility*	N	N	N	N	C	P	N
Bed and breakfast inn*	N	N	C	C	C	P	N
<u>Cemetery</u>	<del>C</del>	<del>C</del>	<del>C</del>	<del>C</del>	<del>C</del>	<del>C</del>	<del>C</del>
Child care, family home category (up to 10 children, in home)	A	A	A	A	A	A	A
Child care, family center category (up to 15 children)	N	N	C	C	P	P	C
Child care centers and preschools, when located within an existing church, public school, or similar existing building	A	A	A	A	A	A	A
Child care centers and preschools - not listed above* (maximum 50 children)	N	N	N	N	C	C	N
Churches and houses of worship*	C	C	P	P	P	P	C
Community center, private	C	C	A	A	A	A	A
Community gardens*	P	P	P	P	P	P	P
Community greenhouses*	See note	See note	See note	See note	See note	See note	See note
Community residence for the disabled*	P	P	P	P	P	P	P
Convalescent care facility/nursing home	<del>N</del> C	<del>N</del> C	<del>N</del> C	<del>N</del> C	C	C	N
Dormitories*	N	N	N	N	C	C	N
Home occupation, large-scale*	C	N	C	C	C	C	C
Home occupation, small-scale*	A	A	A	A	A	A	A
Horticulture, cultivation of crops	P	P	P	P	P	P	P
Hospice center	N	N	N	N	N	C	N
Individual care - family home category	A	A	A	A	A	A	A
Individual care - group home category*	C	N	C	C	C	P	C
Individual care - center*	N	N	N	N	C	C	N
Long-term rental*	P	P	P	P	P	P	P
Mobile home park (refer to title 9, chapter 6 of this Code)	N	N	N	N	N	N	P
Museums, when located at an existing historic site	C	C	C	C	C	C	C
Outdoor recreational facilities: parks, playgrounds, playfields, pathways, golf courses (including clubhouse), and similar recreation facilities. Not including stadiums, amphitheaters, and commercial	P	P	P	P	P	P	P

amusement facilities								
RV, temporary - while constructing/remodeling single-family dwelling*			A	<del>N</del> A	A	A	A	A
Reception facility*			C	C	C	C	C	C
Rooming house, 2 to 5 lodging rooms* 1 lodging room			N P	N P	N P	N P	P P	N P
School, public or private*			C	C	C	C	<del>R</del> C	<del>R</del> C
Short term rental, not owner-occupied*			N	N	N	N	P	P
Short-term rental, owner-occupied*			N	N	A	A	P	P
Solar energy panel system			P	A	A	A	A	A
Utility infrastructure site			C	C	C	C	C	C
Wireless communication facility - small cells and distributed antenna systems*			See note	See note	See note	See note	See note	See note
Wireless communication facility - non-stealth design* (not including small cells and DAS)			C	C	C	C	C	C
Wireless communication facility - stealth design*			C	C	C	C	C	C
Wind energy system, small*			See note	See note	See note	See note	See note	See note
Residential dwelling categories:*								
	Single-family detached dwelling categories:							
		Dwelling moved onto lot*	C	N	C	P	C	P
		Manufactured home, new multi- wide; and meeting residential architectural standards*	N	N	N	P	P	P
		Manufactured home, new single- wide; and meeting residential architectural standards*	N	N	N	P	C	C
		Manufactured home, used; and meeting residential architectural standards*	N	N	N	P	N	C
		Manufactured home that does not meet residential architectural standards*	N	N	N	C	N	N
		Mobile home*	N	N	N	N	N	N
		Modular home*	P	P	P	P	P	P
		Site-built home, new	P	P	P	P	P	P

	Attached dwelling categories:								
		Semidetached single-family dwelling	N	N	P	P	P	P	N
		Townhouse dwellings, 3 or 4 attached dwelling units (*If development >4 units, see also multi-family category in supplemental development standards)	N	N	N	N	P	P	N
		Townhouse dwellings, 5 or more attached dwelling units*	N	N	N	N	N	P	N
	Multi-unit dwelling categories:								
		Two-family dwelling (aka duplex)	N	N	P	P	P	P	N
		Multi-family dwelling, with 3 or 4 dwelling units per building (*If development >4 units, see also multi-family category in supplemental development standards)	N	N	N	N	P	P	N
		Multi-family dwelling, with 5 or more dwelling units per building*	N	N	N	N	N	P	N
		Residential condominium	Note: Condominium refers to a form of ownership only - not a type of use or method of construction. Conversion to condominium ownership requires review by the City and filing of a condominium plat						

Note:

1. See title 9, chapter 6 of this Code.

(Ord. 2017-02, 3-7-2017; amd. Ord. 2017-12, 6-6-2017)

**ORDINANCE 2022-26**

**AN ORDINANCE AMENDING TITLE 10, CHAPTER 8 “SUPPLEMENTAL DEVELOPMENT STANDARDS FOR RESIDENTIAL ZONING DISTRICTS” OF THE CITY OF CODY CODE**

**WHEREAS**, notice of the public hearing to consider the proposed ordinance was published in the Cody Enterprise on October 6, 2022;

**WHEREAS**, a public hearing was held on October 25, 2022 before the City Planning and Zoning Board, as advertised, at which meeting the Planning and Zoning Board heard comments from all persons wishing to speak for or against the proposed ordinance;

**WHEREAS**, the Planning and Zoning Board recommends approval of the amendment to the zoning ordinance as specified herein;

**WHEREAS**, the governing body of the City of Cody has reviewed the proposed ordinance and public comments and finds that it is in the best interest of the public to adopt the proposed ordinance.

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

Title 10, Chapter 8 of the City of Cody Code is hereby amended to read as attached in Exhibit A.

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

PASSED ON FIRST READING: 11/15/2022

PASSED ON SECOND READING: 12/6/2022

PASSED, ADOPTED AND APPROVED  
ON THIRD AND FINAL READING:

---

Matt Hall, Mayor

ATTEST:

---

Cynthia Baker, Administrative Services Officer

## CHAPTER 8

### SUPPLEMENTAL DEVELOPMENT STANDARDS FOR RESIDENTIAL ZONING DISTRICTS

#### SECTION:

[10-8-1](#): Applicability

[10-8-2](#): Supplemental Development Standards

#### 10-8-1: APPLICABILITY:

The land uses that are identified with an asterisk (\*) in the Residential Land Use Table are subject to the corresponding regulations of this chapter, which regulations are in addition to other applicable sections of this title and any conditions that may be imposed pursuant to a conditional use permit review. The standards of this chapter shall apply unless waived or altered pursuant to the zoning variance process; provided, those standards identified herein with "(SE)", may be waived or altered pursuant to the special exemption process of section [10-14-2](#) of this title. In no case shall any of the following standards be waived or modified to the extent that the result is tantamount to a rezone or the use no longer meets the specified definition thereof. (Ord. 2017-02, 3-7-2017)

#### 10-8-2: SUPPLEMENTAL DEVELOPMENT STANDARDS:

The supplemental development standards are listed by use, in alphabetical order.

##### A. "A" Uses:

Accessory dwelling units (ADUs).

1. Location: An accessory dwelling unit, where permitted, may be located only in one (1) of the following manners:

a. Within a detached single-family dwelling, either initially at time of construction, or any time thereafter.

b. Within an addition to a detached single-family dwelling.

c. Above or within a residential garage or other building accessory to a detached single-family dwelling.

d. Within an accessory building on the same parcel as a detached single-family dwelling unit.

2. Lot Area, Dwelling Size, And Density: The minimum lot size required for an accessory dwelling unit (ADU) is seven thousand (7,000) square feet. Accessory dwelling units are not subject to the minimum dwelling size requirement of this title and are not included in the density calculations for a lot.

3. Number: Only one (1) accessory dwelling unit (ADU) per lot may be permitted and the ADU must be accessory to a detached single-family dwelling. A lot already occupied by two (2) or more dwellings is not permitted to have an accessory dwelling unit.

4. Height And Setbacks: A single-story [detached](#) ADU that does not exceed fifteen feet (15') in building height is subject to the setback standards applicable to [accessory structures](#)~~private garages~~. [Detached](#) ADU structures that are taller than fifteen feet (15') in building height shall conform to setback standards applicable to a primary residence. [An attached ADU is subject to setback standards applicable to a primary residence.](#) (SE)

5. Lot Coverage: The footprint of a proposed building containing an ADU that is structurally detached from the primary residence may cover up to twenty percent (20%) of the lot. (SE)



6. Living Area: The total living area of an ADU may not exceed seventy five percent (75%) of the living area of the primary dwelling, or eight hundred (800) square feet, whichever is less, with the following exception: When the ADU will be located on one (1) level of an existing building (e.g., basement) and it is not feasible to utilize the area remaining on that level as part of the primary dwelling, then the reviewing official may authorize the ADU to occupy the entire level.

7. Type of Construction and Architecture:

a. Within the RR, R-1, R-2 and R-3 Zoning Districts, ADUs are to be of either conventional site-built or modular construction, ~~be assembled and inspected on site,~~ and meet the requirements of the adopted residential Bbuilding Ccode for residential dwellings.

~~Provided; a new modular home may be authorized as an ADU in these zones~~

~~a. ADUs in new buildings must have architectural features and materials that closely resemble those of the primary dwelling and/or are commonly found on architecturally significant houses in the immediate neighborhood, except when the ADU will be located behind the primary dwelling on an interior lot (SE).~~

~~through the conditional use permit process when the home compliments, rather than detracts from, the architectural character of the neighborhood.~~

b. Within the R-2MH, R-4, and all commercial and light industrial zoning districts, manufactured homes ~~and modular homes~~ may be utilized as ADUs when placed on a traditional concrete or masonry foundation, and the home is no more than fifteen (15) years old at time of installation (SE).

c. Mobile homes, manufactured homes except as noted in 7b above, recreational vehicles, and temporary or seasonal structures (e.g., units on skids, yurts, and tents) shall not be used as ADUs.

8. Bedrooms: An ADU may not contain more than two (2) bedrooms/sleeping areas.

9. Parking: An ADU must have a minimum of one off-street parking space, except when the property is zoned R-3 or R-4, located east of 11<sup>th</sup> Street, and either within the 1901 plat of the Town of Cody (Book E, Page 58), the 1906 First Addition to Cody (Book D, Page 2), the 1927 Second Addition to the Town of Cody (Book E, Page 10), or with street frontage along that portion of Beck Avenue from 16<sup>th</sup> Street to 20<sup>th</sup> Street~~when located outside of the Downtown Parking Distriet.~~ (SE) ~~When The~~ required, the parking space shall meet the standards of chapter 16, "Off Street Parking", of this title. Any required existing parking may not be displaced by the ADU, unless such parking is replaced elsewhere on the lot.

10. Owner Occupancy: Within the RR and R-1 Zoning Districts, the owner of the property must utilize the primary dwelling unit or ADU as their primary residence; the dwellings shall not both be occupied unless this is the case.

11. Timing: Generally, an accessory use is not permitted until the primary use is also established. However, construction of an ADU may be authorized prior to construction of the primary dwelling when the following conditions are met: a) A site plan is provided that demonstrates the overall development plan for the property in conformance with all City codes, including locations and dimensions of the dwellings, driveway(s) and parking facilities, utility services, outdoor mechanical locations (e.g. a/c unit), and pedestrian access; b) The property owner intends to commence construction of the primary dwelling within three years of applying for the building permit for the ADU; and, c) The property owner can provide reasonable assurance of the ability to complete the construction of both dwellings. ~~Short-Term Rental: An ADU may be utilized as a short-term rental when located in an R-2, R-2MH, R-3, or R-4 Zoning~~

~~District, provided applicable short-term rental requirements are met, which includes an owner-occupancy requirement in the R-2 and R-2MH Zones.~~

12. Utilities: Both the primary dwelling and the ADU must be connected to public sewer and public water, and be served with a functional fire hydrant meeting applicable requirements for distance to the dwellings. Utility services for the ADU may either be individual—serving only the ADU, or shared with the primary dwelling. Both dwelling units are to be serviced from a single water meter and a single electric meter. (SE)

13. Home Occupations: Any home occupation within an ADU shall be limited to the small-scale home occupation standards.

14. Addressing: The ADU will be assigned an individual address, which must be posted as required by Code.

Amateur radio antennas (e.g., ham radio antennas).

1. Within residential districts, towers supporting amateur radio antennas that do not exceed the maximum building height limit for the district in which they are located shall be deemed an accessory use. Towers supporting amateur radio antennas that exceed fifty feet (50') or the building height limit for the district in which they are located shall require a conditional use permit, with the intent of minimizing visual impacts.

2. Towers and other structures supporting amateur radio antennas shall comply with building setback requirements. (SE) (Ord. 2017-02, 3-7-2017; amd. Ord. 2017-24, 11-7-2017)

#### B. "B" Uses:

Bed and breakfast inns.

1. The bed and breakfast inn must meet the definition set forth in chapter 2 of this title.

2. The owner must be living on the property at the time the bed and breakfast is in operation.

3. Total guest occupancy of a bed and breakfast inn property is limited to no more than ten (10) persons. (Establishments exceeding 10 persons fall within the zoning classification of "hotel".) The Planning and Zoning Board may further limit total guest occupancy (e.g., beds and/or guest rooms) of a proposed bed and breakfast inn based on lack of parking and other neighborhood impacts identified in the review process.

4. Vehicle access must comply with the requirements of the International Fire Code, appendix D, or other established standard acceptable to the Fire Marshal.

5. Cooking facilities in guest rooms are not permitted.

6. The facility must pass a fire and life safety inspection before it may be used as a bed and breakfast inn, which inspection includes verification of the following.

a. ~~At a minimum, the bed and breakfast inn shall be equipped with functional s~~Smoke detectors located where required by code and operable;

b. ~~, a~~A fire extinguisher (minimum rating 2A10BC) located in a visible clearly labeled location;

c. ~~, and a e~~Carbon monoxide alarm(s) where required by code and operable if applicable.

d. The address number is posted and visible using 4" tall or larger numbers on a contrasting background;

e. Access in/out of the facility complies with applicable codes (e.g. stairs, handrails);

f. Proper access to the electrical panel is provided;

g. No fire hazards are observed (e.g. combustibles are kept away from heat sources, extension cords and outlet strips are used in a compliant manner, dryer vent is free from obstruction, no exposed electrical wiring);

h. Each sleeping room shall be provided with ~~Code compliant means of egress an~~ emergency escape and rescue opening that complies with sections R310.1, R310.2, R310.3 and R310.4 of the International Residential code-; and,

i. Emergency contact numbers are clearly posted (manager and 911).

7. The facility is to be inspected for the above items at least annually. Upon any change of ownership and on every third year after the initial inspection, the facility must be reinspected by the City and pass inspection. In the other years, the owner or manager is to perform the inspection. The authority having jurisdiction (i.e., Fire Marshal and/or Building Official) may have additional requirements pursuant to the adopted Fire and/or Building Code.

78. Individual guest occupancy is limited to temporary periods of less than one hundred twenty (120) consecutive days, and less than one hundred twenty (120) days in any one-year period.

89. Bed and breakfast inns shall not be used as "reception facilities" as defined in this title, unless such use is otherwise permitted in the zoning district in which the property is located and authorization for such has been granted by the reviewing official.

190. The bed and breakfast must maintain compliance with the WY Department of Revenue licensing requirements, including payment of lodging taxes.

101. All bed and breakfasts must maintain compliance with the Wyoming Food Safety Rule (WY Department of Agriculture) and related licensing requirements.

142. Unless otherwise exempted or authorized by this title, one (1) off-street guest parking space shall be provided for every two (2) lodging units or fraction thereof. The guest parking shall be in addition to the two (2) spaces required for the owners/manager.

123. Prior to initial operation and annually by May 1<sup>st</sup> thereafter, All bed and breakfast inns, ~~whether existing or proposed,~~ shall register with the City of Cody, pass the fire and life safety inspection, and provide evidence of compliance with the Wyoming Food Safety Rule. The Community Development Department is authorized to create application form(s) and procedures as necessary to manage and enforce these provisions, both for the initial authorization and for ongoing compliance. Payment of an application fee is required pursuant to the City's adopted fee schedule. A late fee, also as specified in the adopted fee schedule, may also be assessed to owners of bed and breakfast inns that fail to register before making the inn available for initial use, or that do not complete their annual renewal by May 1<sup>st</sup> of each year. Authorized bed and breakfast facilities shall post a certificate issued by the City of Cody identifying such authorization. The certificate shall expire at the end of May 1<sup>st</sup> following the year in which the certificate was issued.

~~Authorized bed and breakfast inns shall post a document issued by the City identifying such authorization in a manner that is visible from the public way.~~

#### C. "C" Uses:

Child care centers and preschools - not listed above.

1. If located in a residential zone, access to the child care center shall be by means of a collector street or larger. (SE)

2. The site shall be designed so that all discharging or loading of passengers from a vehicle is accomplished on the site. The layout of driveways, circulation patterns and parking must be approved by the City Engineer.

3. When located within or adjacent to a residential zoning district, outdoor recreation shall be limited to daylight hours, and not earlier than eight o'clock (8:00) A.M. or later than eight o'clock (8:00) P.M. (SE)

#### Churches.

1. Churches with a seating capacity for services of five hundred (500) persons or more shall be located adjacent to an arterial or major collector street, so as to minimize traffic impacts to the residential area. (SE)

#### Community gardens.

1. Community gardens must be managed and actively tended so as to avoid weeds, odors, or other characteristics that would constitute a nuisance or detriment to neighboring property values.

2. In the Rural Residential and R-1 Zoning Districts, the community garden must be located in the back yard of a property, or located so that it is screened from the public way.

#### Community greenhouses.

1. One (1) greenhouse, up to one hundred twenty (120) square feet in size, and of typical frame and ridged panel (e.g., glass, acrylic, or polycarbonate) construction is permitted as an accessory use to a community garden. A larger or additional community greenhouse, or one (1) of other construction, shall be reviewed as a conditional use.

2. In the Rural Residential and R-1 Zoning Districts, the community greenhouse must be located in the back yard of a property, or located so that it is screened from the public way.

#### Community residence for the disabled.

1. Prior to authorization of the community residence, the applicant shall provide a certification from a qualified licensed medical practitioner that the number of disabled residents proposed is necessary to provide the mutual support and interrelationships required for treatment.

2. A community residence is considered a residential use of property for purposes of zoning and building codes. However, the Fire Marshal, pursuant to and consistent with the adopted Fire Code, may require enhanced fire protection, including the installation of fire sprinklers and other mitigating measures, where one (1) or more residents has a lessened ability to ambulate adequately.

#### D. "D" Uses: Dormitories.

1. The minimum lot area shall be six thousand (6,000) square feet for the first five (5) occupants of the building's designed occupancy and nine hundred (900) square feet for each additional residential occupant, up to a maximum of ten (10) occupants.

2. Parking shall be provided at a rate determined through the conditional use process.

Dwelling moved onto lot. The dwelling must be of conventional stick built construction and compliment, rather than detract from, the architectural character of the neighborhood. The reviewing official may require exterior maintenance, repair, or enhancements (e.g., painting, roof

repair, residing) that are needed to achieve architectural compatibility prior to occupancy of the dwelling, or require a financial security from the owner to ensure completion of such within eight (8) months of building placement.

E. "E" Uses: Reserved.

F. "F" Uses: Reserved.

G. "G" Uses: Reserved.

H. "H" Uses:

Home occupation, large-scale. The purpose of the "large- scale home occupation" land use category is to provide an option for consideration of businesses or professional enterprises that somewhat exceed the limitations of the "small-scale home occupation" category, but that still maintain such characteristics and/or are located such that they are able to operate in a manner that does not interfere with the residential character of the neighborhood.

1. In addition to the conditional use permit criteria of this Code, large-scale home occupations shall meet the following requirements:

- a. The home occupation must be clearly incidental and accessory to the residential use.
- b. All on-premises work and storage areas must be conducted within the home, garage, or an accessory structure.
- c. All on-premises activities related to the home occupation are to be conducted only by members of the household, provided up to two (2) non-resident employees may work on the premises, when authorized through the conditional use permit review.
- d. No structural alteration or addition may be made to accommodate the home occupation, unless it is made in such a manner that the area would be suitable for typical residential purposes if it were not occupied by the home occupation.
- e. No equipment shall be installed, no products shall be stored, and no activities shall be conducted in the dwelling or attached garage that would violate the Fire or Building Code limitations for a non-rated wooden structure (Construction Type V-B), regardless of the construction type of the dwelling. Any accessory structure used in the home occupation shall meet the Fire and Building Code requirements applicable to its use.
- f. No offensive noise, vibration, smoke, dust, odor, glare, electrical interference, or other detriments to neighboring properties or dwelling units shall be produced.
- g. There shall be no exterior indication of the home occupation, other than those indications complying with subsections h through l of this use.
- h. No more than a total of four (4) vehicles/trailers associated with the home occupation (including employee vehicles) shall be at the premises at any time. (SE)
- i. Any vehicle or trailer associated with the home occupation that is not a typical passenger car or pickup must be parked off-street. Furthermore, vehicles and trailers are not to occupy any area within the front yard that is not designed for parking (e.g., no parking on the front lawn).
- j. The combined number of customer and employee visits to the property shall not typically exceed eight (8) per day, and they shall not typically occur earlier than seven o'clock (7:00) A.M., nor later than seven o'clock (7:00) P.M. For calculation purposes, each customer or employee visit shall count as one (1) visit. In situations where a person is dropped off and later picked up, it shall count as only one (1) visit, as the customer is the person visiting, not the one dropping off and picking up (e.g., a parent dropping off a child at music lessons and later picking them up). (SE)

k. On-street parking that is available along the property frontage may be authorized to satisfy needed customer/visitor parking, when such will not create a significant safety concern. If more customer/visitor parking is needed than can be provided along the property frontage, it must be provided on site.

1. Signage must comply with the provisions set forth in City of Cody Sign Code. (SE)

2. Examples of possible large-scale home occupations include: small-scale manufacturing or fabrication in an accessory building (no use of production line or automated equipment); contractors not meeting the small-scale home occupation requirements; and, small-scale repair services.

3. The following uses are not permitted as large-scale home occupations, due to their non-residential character, failure to meet home occupation standards, and/or potential impacts to neighboring properties:

- a. Animal kennel, stable, daycare, and training;
- b. Barber or beauty parlors, with more than one (1) chair;
- c. Equipment rental;
- d. Funeral home or crematorium;
- e. On-premises bookstores or entertainment establishments;
- f. Restaurants/drinking establishments;
- g. Slaughter and meat processing services;
- h. Storage facilities (aka mini-storage);
- i. Towing services;
- j. Vehicle or heavy equipment repair (including body, engine and chassis), impound, and dismantling/wrecking. This provision does not prohibit mobile mechanic services that provide repair services only at the customer's residence or place of business;:-

[k. Retail and commercial storefronts.](#)

4. Any large-scale home occupation may be subject to inspection and review at any reasonable time for purposes of verifying compliance with the requirements of this section and the conditional use permit. If, at any time, any of the large-scale home occupation requirements are not met, enforcement action may be taken pursuant to section [10-1-5](#), "Enforcement", of this title.

Home occupation, small-scale.

1. A small-scale home occupation permit may be authorized when the business meets all of the following requirements:

- a. The home occupation must be clearly incidental and accessory to the residential use. Only residents of the home may participate in any business activity on the premises.
- b. All on-premises work and storage must occur within the main residence or attached garage. The home occupation shall not occupy more than five hundred (500) square feet of the residence and attached garage.
- c. All on-premises activities related to the home occupation are to be conducted only by members of the household.
- d. No structural alteration or addition may be made to accommodate the home occupation, unless it is made in such a manner that the area would be suitable for typical residential purposes if it were not occupied by the home occupation.



e. No equipment shall be installed, no products shall be stored, and no activities shall be conducted that would violate the Fire or Building Code limitations for a non-rated wooden structure (Construction Type V-B), regardless of the construction type of the dwelling.

f. No offensive noise, vibration, smoke, dust, odor, glare, electrical interference, or other detriments to neighboring properties or dwelling units shall be produced.

g. There shall be no exterior indications of the home occupation, other than those indications complying with subsections h through l of this use.

h. No more than a total of two (2) vehicles/trailers associated with the home occupation shall be at the premises at any time. In addition, the vehicle(s) shall not be larger than a typical passenger van or 1-ton pickup and the trailer(s) no more than twenty feet (20') long (overall length). Box-style cargo vans, semi tractors/trailers, heavy equipment, and similar vehicles are not authorized.

i. Any vehicle or trailer associated with the home occupation that is not a typical passenger car or pickup must be parked off-street. Furthermore, vehicles and trailers are not to occupy any area within the front yard that is not designed for parking (e.g., no parking on the front lawn).

j. Within the R-1 Zoning District, on-site customers and employee visits are not permitted. In the other residential zoning districts, the combined number of customer and employee visits to the property shall not typically exceed six (6) per day (SE), and they shall not typically occur earlier than seven o'clock (7:00) A.M., nor later than seven o'clock (7:00) P.M. each day. In situations where a person is dropped off and later picked up, it shall count as only one (1) visit, as the customer is the person visiting, not the one dropping off and picking up (e.g., a parent dropping off a child at music lessons and later picking them up).

k. On-street parking that is available along the property frontage may be authorized to satisfy needed customer/visitor parking, when such will not create a significant safety concern. If more customer/visitor parking is needed than can be provided along the property frontage, it must be provided on site.

l. Signage must comply with the provisions set forth in City of Cody Sign Code. (SE)

2. Examples of possible small-scale home occupations include: artist; consultant; computer work (accountant, architect, drafter, engineer, typist); internet sales (off-site delivery); music instructor; photographer; seamstress/tailor; and, personal teacher/tutor.

3. The following uses are not permitted as small-scale home occupations, due to their non-residential character, failure to meet home occupation standards, and/or potential impacts to neighboring properties:

a. All uses prohibited as large-scale home occupations.

b. Any use generating, storing or utilizing hazardous materials in amounts measurably greater than a typical household.

c. Machining, welding, or metal shop;

d. Pawn shop;

~~e. Retail storefronts;~~

~~f. Small engine repair; and~~

~~g. Vehicle or heavy equipment alteration, repair (including body, engine and chassis), painting, sales, rental, service, impound, or storage. This provision does not prohibit: mobile mechanic services that provide repair services only at the customer's residence or place of business, hobby work on not more than two (2) vehicles per year, and rental/car sharing of no more than two (2) personal vehicles of the property owner or tenant.~~

4. A small-scale home occupation may be subject to inspection and review at any reasonable time for purposes of verifying compliance. If, at any time, any of the small-scale home occupation requirements are not met, enforcement action may be taken pursuant to section [10-1-5](#), "Enforcement", of this title.

I. "I" Uses:

Individual care center category.

1. Access to the individual care center shall be by means of a collector street or larger. (SE)
2. The site shall be designed so that all discharging or loading of passengers from a vehicle is accomplished on the site. The layout of driveways, circulation patterns and parking must be approved by the City Engineer prior to the issuance of any building permits.
3. Where the facility structures or play areas have residential adjacency:
  - a. A six foot (6') high solid fence shall be installed along the common property line. (SE)
  - b. Vehicle access shall be oriented away from residential uses on local streets. (SE)
4. When located within or adjacent to a residential zoning district, outdoor recreation shall be limited to daylight hours, and not earlier than eight o'clock (8:00) A.M. or later than eight o'clock (8:00) P.M. (SE).

Individual care - group home category.

1. When located on a single-family residential lot, the provision of care shall take place in a dwelling used primarily as a residence.
2. When located on a parcel developed with multi-family housing, the provision of care shall take place within a structure not used as a residence.
3. When located within or adjacent to a residential zoning district, outdoor recreation shall be limited to daylight hours, and not earlier than eight o'clock (8:00) A.M. or later than eight o'clock (8:00) P.M. (SE)

J. "J" Uses: Reserved.

K. "K" Uses: Reserved.

L. "L" Uses:

Long-term rental. Occupancy of a residential dwelling unit is limited to one (1) "family", except as otherwise permitted under this title (e.g., community residence for the disabled, dormitory, rooming house, short-term rental).

M. "M" Uses:

Manufactured home.

1. All manufactured homes placed outside of a mobile home park must be "attached" to the property so as to be taxed as real property (i.e., title elimination process [pursuant to WY Statute 31-2-502](#)).

2. In addition to any restriction of a specific zoning district, no more than two (2) manufactured homes shall be placed on a single lot, unless the property is developed in accordance with the mobile home park/manufactured home park standards of this Code.

3. The above restrictions shall not apply to manufactured homes displayed on a commercial sales lot, or stored in a commercial manufactured home production or storage facility.

Mobile home. All mobile homes and manufactured homes located in a mobile home park shall:

1. Be placed and anchored per the manufacturer's installation instructions or per the design of a professional engineer or architect licensed in Wyoming;
2. Maintain a minimum crawl space of eighteen inches (18") under the entire unit;
3. Have the axle(s) removed;
4. Have skirting or sidewalls installed to enclose all areas between the lower edge of the outside walls and the ground;
5. Have steps or inclined ramps affixed to all entrances.

Modular home. The home must meet the definition of "modular home" as found in this title. Manufactured homes are not modular homes. Refer to the definitions for proper classification. It is recommended that you refer to the publication "Builder's Guide to Modular Home Set-up and Completion", by the National Modular Housing Council. The document can be found on their website [www.manufacturedhousing.org](http://www.manufacturedhousing.org).

Multi-family development. This use shall apply to all multi-family developments containing more than four (4) dwelling units. A multi-family development project that includes multiple lots shall be considered as one (1) property or development for purposes of implementing the standards set forth in this use.

1. Purpose:

- a. To create multi-family housing that is safe and convenient and that enhances the quality of life of its residents.
- b. To create quality buildings and designs for multi-family development that will enhance the visual character of the community.
- c. To create building and site design in multi-family development that is sensitive to, and well-integrated with, the surrounding neighborhoods.
- d. To create open space areas that contribute to the aesthetics of the community, provide an attractive setting for buildings, and provide safe, interesting outdoor spaces for residents.

2. Site Design:

- a. Multi-family housing developments shall be separated from any abutting single-family housing (attached or detached) by a six foot (6') tall fence, of traditional construction (e.g., vinyl, wood, block), that provides a solid visual barrier to a height of at least five feet (5'). Provided, the reviewing official may waive all or part of the fence requirement when the design and characteristics of the multi-family housing development otherwise provide reasonable privacy for abutting single-family housing. (SE)
- b. All waste storage facilities (e.g., dumpsters) shall be located in an area not readily visible from a public street, or shall be screened from view from a public street. (SE)
- c. Provide a central mailbox, including provisions for parcel mail, which is located to provide safe pedestrian and/or vehicular access and complies with USPS standards.
- d. A minimum of sixty (60) square feet of private, usable open space shall be provided for, and immediately adjacent to, each dwelling unit. This requirement can be satisfied through porches, patios, decks, and/or enclosed yards. Common open space, building entryways, stairs, and parking areas shall not count towards this requirement. (SE)
- e. Multi-family developments with twenty (20) units or more shall provide the following:
  - (1) A property management office; or signage indicating a phone number for the property manager.

(2) A directory and map of the development at an entrance or convenient location for those entering the development.

3. Common Open Space Requirements:

a. A minimum area of outdoor common open space shall be provided and maintained as follows:

(1) One hundred fifty (150) square feet for each dwelling unit containing five hundred (500) square feet or less of living area.

(2) Two hundred ~~fifty~~ (200) square feet for each dwelling unit containing more than five hundred (500) square feet.

b. Common open space may be located in multiple areas; provided, each area shall be not less than four hundred (400) square feet in size and shall have minimum length and width dimensions of twenty feet (20') at all points. (SE)

c. In phased developments, common open space shall be provided in each phase of the development consistent with the requirements for the size and number of dwelling units. (SE)

d. Common open space areas shall not be immediately adjacent to collector or arterial streets, unless separated from the street by a berm or constructed barrier at least four feet (4') in height. (SE)

4. Architectural Character:

a. All multi-family building elevations shall have a portion of the elevation devoted to architectural features designed to provide articulation and variety. These features shall include, but are not limited to: windows, bays, offsetting walls, and multiple siding finishes/materials.

b. Main entrances, which are the primary point(s) of entry where the majority of building users will enter and leave, shall be designed as an obvious entrance and focal point of the building through architectural treatment, lighting, and address identification.

c. Roof forms shall include variety and detail when viewed from the street and/or front elevation. Roofs shall have at least one (1) variation in the roof (e.g., gabled wing or overbuild, dormer, pitch break) for every four (4) units, or fraction thereof, in the building.

d. All roof mounted mechanical, electrical, communications, and service equipment should be screened from public view from the adjacent public streets and residential properties by the use of parapets, walls, enclosures, or other suitable means.

5. Landscaping:

a. All street-facing building elevations shall have landscaping along their foundation. The foundation landscaping shall meet the following minimum standards:

(1) The landscaped area shall be at least three feet (3') wide.

(2) For every ~~four (4)~~ six (6) linear feet of foundation, a shrub, perennial, or tree having a minimum mature height of twenty-four inches (24") shall be planted.

(3) Ground cover (plants or decorative rock) shall cover the remainder of the landscaped area.

N. "N" Uses: Reserved.

O. "O" Uses: Reserved.

P. "P" Uses: Reserved.

Q. "Q" Uses: Reserved.

R. "R" Uses:

RV, temporary. The Community Development Department may authorize the owner of a residential lot, and their household, to live in an on-site recreational vehicle (RV) while

constructing or remodeling a residence on the property. The permit shall be valid for up to twelve (12) months, and only during such time as a valid building permit is in effect and construction activity is ongoing at the site. Appropriate provisions for sewer, power, and water shall be made while the RV is occupied.

#### Reception facility.

1. Minimum lot area shall be at least 1.0 acre.
2. A reception facility shall only be permitted in association with a detached single-family dwelling and its grounds.
3. Seating capacity shall not exceed that which can be accommodated by parking available on site, along the property frontage, and in any shared parking lot available through an off-site parking agreement authorized pursuant to section [10-16-7](#) of this title.
4. Unless otherwise specified by the Planning and Zoning Board, events shall end by nine o'clock (9:00) P.M. during September thru May, and ten o'clock (10:00) P.M. during June through August.

Residential architectural standards. Within all residential zoning districts except the Mobile Home Park (MHP) Zone, all dwellings constructed after the effective date of this chapter shall be constructed in the following manner (SE); provided, manufactured homes not meeting these standards may be considered as specified in the land use table:

~~1. Roof pitch shall average at least 3:12 in steepness.~~

~~21.~~ Eaves shall be provided on at least two sides of the dwelling and extend at least eight ~~(8) twelve~~ inches ~~(12")~~ from the building wall.

~~32.~~ The building dwelling shall be constructed or placed on a permanent foundation of concrete, masonry, or material of similar appearance and durability approved by the building official.

~~43.~~ The structure dwelling shall have at least one (1) story above ground level (i.e., no basement houses).

#### Residential dwelling categories.

1. All residential dwellings shall comply with applicable residential architectural standards, as specified in this chapter. (SE)
2. Within the RR, R-1, R-2, and R-2MH Zoning Districts, no more than one (1) principal residential building shall be located on a single lot.
3. In addition to any restriction of a specific zoning district, no more than two (2) manufactured and/or mobile homes, or combination thereof, shall be placed on a single lot, unless developed in accordance with the mobile home park/manufactured home park standards of this Code.
4. The commercial use of a residential dwelling unit for dwelling, lodging or sleeping purposes, wherein any individual guest rents or occupies the unit for a period of less than thirty (30) consecutive calendar days is prohibited, except as otherwise permitted under this title (e.g., bed and breakfast, short-term rental).
5. Occupancy of a residential dwelling unit is limited to one (1) "family", except as otherwise permitted under this title (e.g., community residence for the disabled, dormitory, rooming house, short-term rental).
6. No building shall be constructed or used for residential purposes on any lot or parcel unless the lot or parcel has direct frontage on either a public street, a private street authorized through the subdivision process, or a private access easement to a street that is of sufficient width and

construction to either meet the adopted fire code or otherwise provide emergency vehicle access as determined by the fire marshal. Access to an alley is not sufficient to meet this requirement.

Rooming house.

1. No more than two (2) persons shall occupy any individual lodging room.
2. Unless otherwise exempted or authorized by this title, one (1) off-street parking space shall be provided for each guest lodging room. The guest parking shall be in addition to the two (2) spaces required for the owner(s).

S. "S" Uses:

School, public or private. It is anticipated that due to coordination between the City and the school district that existing schools and planned school sites will be located within a civic zoning district, as permitted uses. However, the option to establish a public or private school elsewhere is provided as outlined in the land use table. Careful consideration shall be given to avoid potential impacts associated with traffic, off-site parking, pedestrian/bicycle access, drop off/pick up areas, noise sources, and lighting associated with sporting events.

Short-term rental.

1. Authorized owner-occupied methods of short-term rental are limited to:
  - a. Rental of a portion of the owner's dwelling (room rental), while the owner is living in the dwelling.
  - b. Rental of an accessory dwelling unit while the owner is living in the main dwelling.
  - c. Rental of the main dwelling while the owner is living in the accessory dwelling unit.
  - d. Rental of a dwelling while the owner is living in a dwelling on a lot immediately next door (i.e. not separated by a street, rear alley, or intervening parcel).
2. Within the residential zoning districts, the short-term rental may be operated out of any form of dwelling except a multi-family dwelling. In addition, short-term rental shall not be offered by a renter of the property - i.e., a sublet situation.
3. Occupancy of a dwelling used for short-term rental is limited based on the number of bedrooms available for guests as follows: rentals with one guest bedroom are limited to four (4) guests; rentals with two guest bedrooms are limited to six (6) guests; rentals with three guest bedrooms are limited to 8 guests, and rentals with four or more guest bedrooms are limited to 10 guests. Guest sleeping in a living room, family room, or sun room is not prohibited by this requirement (e.g. use of sofa bed or air mattress), provided required emergency escape openings are provided, but guest occupancy is based on number of bedrooms only, to the lesser of 2.6 guests per guest sleeping room (total rounded to nearest whole number) or a total of ten (10) guests. In addition, short-term rental dwellings shall only be rented to only one (1) group at any one (1) time - a single booking. Separate dwellings on a property may be booked individually.
4. Use or conversion of an existing dwelling to an owner-occupied short-term rental shall require one (1) off-street guest parking space meeting the requirements of chapter 16, "Off Street Parking", of this title for every two (2) guest sleeping rooms or fraction thereof, unless otherwise exempted or authorized by this title. The guest parking shall be in addition to the spaces required for the owners. A non-owner-occupied short-term rental does not require additional parking to be provided.
5. Prior to use of the dwelling as a short-term rental, the dwelling shall be inspected for fire and life safety items, which inspection includes verification of the following.



- ~~a. At a minimum, the short-term rental shall be equipped with functional s~~Smoke detectors located where required by code and operable;
  - ~~b. , a~~A fire extinguisher (minimum rating 2A10BC) located in a clearly visible or labeled location;
  - ~~c. , and a e~~Carbon monoxide alarm(s) where required by code and operable; ~~if applicable.~~
  - d. The address number is posted and visible using 4" tall or larger numbers on a contrasting background;
  - e. Access in/out of the facility complies with applicable codes (e.g. stairs, handrails);
  - f. Proper access to the electrical panel is provided;
  - g. No fire hazards are observed (e.g. combustibles are kept away from heat sources, extension cords and outlet strips are used in a compliant manner, dryer vent is free from obstruction, no exposed electrical wiring);
  - h. Each sleeping room shall be provided with ~~Code compliant means of egress~~an emergency escape and rescue opening that complies with sections R310.1, R310.2, R310.3 and R310.4 of the International Residential Code; and,
  - i. Emergency contact numbers are clearly posted (manager and 911).~~The authority having jurisdiction (i.e., Fire Marshal and/or Building Official) may have additional requirements pursuant to the adopted Fire and/or Building Code. Notwithstanding the above, short-term rentals existing at the date of adoption of this provision shall have until June 30, 2017, to obtain their inspection and until December 31, 2017, to correct any fire and life safety items; no short-term rental activity shall occur if the dwelling is not in compliance with these deadlines.~~
6. The facility is to be inspected for the above items at least annually. Upon any change of ownership and on every third year after the initial inspection, the facility must be reinspected by the City and pass inspection. In the other years, the owner or manager is to perform the inspection.

76. Short-term rentals are classified as lodging facilities by the State. As such, the owner of the short-term rental must register the lodging facility business with the WY Department of Revenue and pay lodging tax as required.

87. Prior to initial operation and annually by May 1<sup>st</sup> thereafter, A~~all~~ short-term rental facilities, ~~whether existing or proposed,~~ shall register with the City of Cody, provide evidence of compliance with this section~~this use~~, and pass the fire ~~and life~~ safety inspection. The Community Development Department is authorized to create application form(s) and procedures as necessary to manage and enforce these provisions, both for the initial authorization and for ongoing compliance. Payment of an application fee is required pursuant to the City's adopted fee schedule. A late fee, also as specified in the adopted fee schedule, may also be assessed to owners of short-term rentals that fail to register and pass inspection before making the short-term rental available for initial use, or that do not complete their annual renewal by May 1<sup>st</sup> of each year that the rental is in operation. Authorized short-term rental facilities shall ~~have~~post a ~~certificate document~~ issued by the City of Cody identifying such authorization posted within the unit, and commencing May 1, 2023 and continuing thereafter, must include the City registration number for the unit in all online listing(s) in a manner that is visible from the public way. The certificate expires at the end of May 1<sup>st</sup> following the year in which the certificate was issued.

T. "T" Uses: Reserved.

U. "U" Uses: Reserved.

V. "V" Uses: Reserved. (Ord. 2017-02, 3-7-2017)



W. "W" Uses:

Wind energy system, small.

1. No small wind energy system shall be erected on any lot less than 1.0 acre in size. (SE)
2. Total height may be up to fifty feet (50'); provided, properties five (5) acres or greater are allowed up to eighty feet (80'). (SE)
3. The minimum height of the lowest extent of a turbine blade/rotor shall be twenty feet (20') above the ground, if on a horizontal axis turbine. There is no minimum rotor height for a vertical-axis turbine, provided the blades/rotor must be located or isolated (e.g., fenced) such that they are not easily accessible to anyone but maintenance personnel.
4. The small wind energy system shall have a maximum rotor speed of less than five hundred (500) rpm (revolutions per minute) at the manufacturer's rated wind speed. (SE)
5. No tower shall have a climbing apparatus within ten feet (10') of the ground.
6. Small wind energy systems shall be finished and maintained as manufactured.
7. Every small wind energy system shall be equipped with an automatic over speed control and a manual brake.
8. The small wind energy system shall be set back from any public road right-of-way and overhead communication or electrical line at least 1.5 times its total height.
9. The following standards apply, provided an affected neighboring owner(s) may grant an easement or written agreement to reduce or eliminate the requirement as applicable to the protection of their property. The document must be recorded in the Office of the County Clerk before a building permit for the wind energy system is issued.
  - a. A small wind energy system shall be set back from the nearest neighbor's property line at least 1.5 times its total height.
  - b. The small wind energy system shall be located and maintained such that sound levels do not exceed fifty (50) dBA as measured at any neighbor's residentially zoned property, or forty five (45) dBA as measured at any neighbor's habitable building, assuming a wind speed of twelve (12) m/s (26.8 mph). If the sound rating for the wind energy system is known for a given distance, the method of deducting six (6) dB for every doubling of distance shall be sufficient to demonstrate compliance with the sound limitation. (See NREL Wind Testing website for data on some models.) If the sound rating is not known, the applicable setback from any neighboring residential property shall be one hundred twenty five feet (125'), and two hundred twenty feet (220') from any neighbor's habitable building.

Wireless communication facility, non-stealth design.

1. Non-stealth design wireless communication facilities shall be subject to the provisions of subsection 10-11-2W of this title.
2. Non-stealth design is not permitted in the residential zones within the Downtown Architectural District.

Wireless communication facility, small cell and distributed antenna systems.

1. Small cell and DAS wireless communication facilities shall be subject to the provisions of subsection 10-11-2W of this title.
2. Distributed antenna systems and small cells that comply with the height limit of the zoning district and do not require installation of a new tower, utility support structure or building are permitted uses in all residential zones, provided the applicant complies with all Federal laws (such as the Americans With Disabilities Act) and State laws. Distributed antenna systems and small cells that do not meet those conditions, and which are located in a residential zoning district, shall be subject to conditional use permit review.

3. Within the residential zoning districts, a small cell or DAS must be mounted on either an existing building, or existing or replacement utility pole, and extend no more than three feet (3') horizontally or six feet (6') vertically from the building or utility pole on which it is mounted.

4. Within the Downtown Architectural District, the proposed facility must be reviewed by the Planning and Zoning Board.

5. The proposal shall clearly demonstrate that the small cell and distributed antenna systems mounting location is one (1) of the least visually obtrusive options in the area.

Wireless communication facility, stealth design.

1. Stealth design wireless communication facilities shall be subject to the provisions of subsection 10-11-2W of this title.

2. Within the Downtown Architectural District, the proposed facility must be reviewed by the Planning and Zoning Board. (Ord. 2017-02, 3-7-2017; amd. Ord. 2017-12, 6-6-2017)

X. "X" Uses: Reserved.

Y. "Y" Uses: Reserved.

Z. "Z" Uses: Reserved. (Ord. 2017-02, 3-7-2017)

**ORDINANCE 2022-27**

**AN ORDINANCE AMENDING TITLE 10, CHAPTER 10, ARTICLE A,  
SECTION 2 “USES PERMITTED”, SUBSECTION A  
OF THE CITY OF CODY CODE**

**WHEREAS**, notice of the public hearing to consider the proposed ordinance was published in the Cody Enterprise on October 6, 2022;

**WHEREAS**, a public hearing was held on October 25, 2022 before the City Planning and Zoning Board, as advertised, at which meeting the Planning and Zoning Board heard comments from all persons wishing to speak for or against the proposed ordinance;

**WHEREAS**, the Planning and Zoning Board recommends approval of the amendment to the zoning ordinance as specified herein;

**WHEREAS**, the governing body of the City of Cody has reviewed the proposed ordinance and public comments and finds that it is in the best interest of the public to adopt the proposed ordinance.

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

Title 10, Chapter 10, Article A, Section 2, Subsection A of the City of Cody Code is hereby amended to read as follows:

A. Any use permitted in the High-Density Residential (R-4) Districts, except no manufactured homes shall be permitted for commercial purposes.

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

PASSED ON FIRST READING: 11/15/2022

PASSED ON SECOND READING: 12/6/2022

PASSED, ADOPTED AND APPROVED  
ON THIRD AND FINAL READING:

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

ATTEST:

\_\_\_\_\_  
Cynthia Baker, Administrative Services Officer