

City of Cody City Council

Tuesday, April 18, 2023 – 7:00 p.m.

(Pre-Meeting to begin at 6:53 p.m. to discuss agenda)

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

Meeting Called to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Mayor's Recognitions and Announcements

Proclamation – Arbor Day – April 28, 2023

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 April 4, 2023, Special Work Session from March 28, 2023 and April 11, 2023.
- b. Approve Vouchers and payroll in the amount of \$1,415,967.89.
- c. Elect Kelley Millar – Clerk/Treasurer Town of Upton, Tony Cross- HR Jackson Hole Airport and Torey Racines – LGLP Representative for a three-year term to the WAM-JPIC Board of Directors.
- d. Approve the request from Clark Management Company, Inc. & Best of the Rockies for the 25th Annual Horse Sale for closure of 12th Street between Sheridan and Beck Avenues from 8:00 a.m. on Friday, May 12th through 9:00 a.m. on Sunday May 14th, contingent upon receipt of Certificate of Liability Insurance.
- e. Approve the Catering Permit and Open Container Permits for Saturday. May 13th as requested by the Irma Hotel in conjunction with the 25th annual Horse Sale.
- f. Authorize the Mayor to sign the Release for Property damage in consideration of payment in the amount of \$4,580.54 for damage to a City electric pole
- g. Appoint Mayor Matt Hall as Voting Delegate for the WAM Convention Business Meeting to be held on June 7-9, 2023, and Council Member Lee Ann Reiter as Alternate Voting Delegate.
- h. Resolution 2023-06
A Resolution Supporting an Amendment to the Statutes relating to the Distribution of Sales Tax.
- i. Approve a subdivision variance to allow issuance of building permits for two houses on Lot 1 of the Leonhardt Addition prior to completion and acceptance of the subdivision utility improvements, subject to conditions (A variance related to timing).

- j. Authorize the Abandonment of a “10” irrigation waste water drainage easement” on Lot 2 of Lot 61-2 Plantain Addition.
- 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 approving and submitting the quarterly payment request from the Wyoming Cultural Trust Fund for Grant # 121-23-A
Spokesperson: Emily Swett, CPAC Council Liaison
 - b. Consider authorizing the Mayor to enter into and Sign four (4) Agreements for Conceptual Design Development relating to the Cody Public Art Committee Mural Project contingent up on review and approval by City Attorney.
Staff Reference: Emily Sweet, CPAC Council Liaison
 - c. Authorize the Mayor to sign a Request for an Extension on Grant 121-23-A – Cody Public Art Mural Project.
Staff Reference: Emily Swett, CPAC Council Liaison
 - d. Resolution 2023-04
A resolution disencumbering Funds from the American Rescue Plan Act to provide Funding for the Boiler Replacement Project at the Recreation Center.
Staff Reference: Leslie Brumage, Finance Officer
 - e. Resolution 2023-05
A Resolution Amending the City of Cody Final Budget for Fiscal Year 2022-2023
Staff Reference: Leslie Brumage, Finance Officer
 - f. Ordinance 2023-03 Second Reading
An Ordinance Amending Title 10, Chapter 10 Article C “Open Business/Light Industrial D-3 Districts” of the City of Cody Code
Staff Reference: Todd Stowell, City Planner
 - g. Ordinance 2023-04 Second Reading
An Ordinance Amending Title 10, Chapter 10 Article E “Industrial E Districts” of the City of Cody Code
Staff Reference: Todd Stowell, City Planner

- h. Ordinance 2023-05 Second Reading
An Ordinance Amending Title 10, Chapter 10 Article F “Heavy
Industrial Districts” 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:

April 25, 2023 – Work Session 5:30 p.m.
May 2, 2023 – Council Meeting 7:00 p.m.
May 9, 2023 – Work Session 5:30 p.m.
May 16, 2023 – Council Meeting 7:00 p.m.
May 22-25, 2023 – Budget Work Session 4:00 p.m.

Proclamation

Arbor- Earth Day

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday called Arbor Day was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is not observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by the wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas and beautify our community, and

WHEREAS, trees wherever they are planted, are a source of joy and spiritual renewal,

I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands. Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

NOW THEREFORE, FOR THESE SIGNIFICANT REASONS, I, Matt Hall, Mayor of the City of Cody, Wyoming, do hereby proclaim Friday, April 28, 2023 as Arbor – Earth Day in Cody, Wyoming.



Matt Hall
Mayor, City of Cody

Attest: Cynthia Baker
Administrative Services Officer

**City of Cody
Council Proceedings
Tuesday, April 4, 2023**

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, April 4, 2023 at 7:00 p.m.

Present: Mayor Hall, Council Members Lee Ann Reiter, Kelly Tamblyn and Don F. Shreve Jr. and City Attorney Scott Kolpitcke and Cindy Baker, Administrative Services Officer.

Absent: Council Members Jerry Fritz, Andrew Quick, Emily Swett and City Administrator Barry Cook.

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

Council Member Reiter made a motion seconded by Council Member Shreve to approve the Consent Calendar as presented which included Regular Minutes from March 21, 2023, approve Vouchers and payroll in the amount of \$617,738.01, approve the Stampede Parades on the 2nd, 3rd and 4th of July; sponsor the \$100 permit fee per parade; sponsor other associated staffing and equipment cost. Staff recommends approval of the request with the listed conditions noted on the agenda summary, authorize a request to reserve five parking spots on 12th Street directly in front of the Elks Lodge, on May 11th through May 13th in conjunction with the Wyoming Elks State Convention. (Elks will provide small, heavy weight, wind resistant signs and will not impede pedestrian traffic), approve the request from Shirley Bentley, Cody Farmer's Market (CFM) to utilize the Bob Moore Parking Lot on Saturdays for the Months of May through October 2023. The event would take place 9 am to noon with the participants setting up no earlier than 7:30 a.m. to the start and tear down by 12:30 p.m. Staff recommends two modifications to the request; CFM would not operate on Saturday July 1, 2023 allowing the Cody Police Department to mobilize in Bob Moore Parking Lot for their command center for the parades, the second modification would be to request CFM to provide additional signage to distinguish the west entrance as closed, as well as, other areas along the east side of the expanded area to be identified as closed to traffic, approve rescinding Bid 2022-05 to Fremont Motors Cody and refund full Bid Bond and authorize, City Administrator Barry Cook to sign the partial retainage release documents for the Wastewater Treatment Facility – Phase Treatment Process Upgrade Project. Vote was unanimous.

At 7:01 p.m. Mayor Hall entered into a public hearing to consider if it is in the public's interest for the City to adopt amendments to City Code Title 10, Chapter 10, Articles C (Open Business/Light Industrial zone), E (Industrial Zone) and F (Heavy Industrial zone). After calling for comments three times and there being none, Mayor Hall closed the public hearing at 7:03 p.m.

Ordinance 2023-03 First Reading

An Ordinance Amending Title 10, Chapter 10 Article C "Open Business/Light Industrial D-3 Districts" of the City of Cody Code. Council Member Tamblyn made a motion seconded by Council Member Shreve to approve Ordinance 2023-03 on First Reading. Vote was unanimous.

Ordinance 2023-04 First Reading

An Ordinance Amending Title 10, Chapter 10 Article E "Industrial E Districts" of the City of Cody Code. Council Member Shreve made a motion seconded by Council Member Reiter to approve Ordinance 2023-04 on First Reading. Vote was unanimous.

Ordinance 2023-05 First Reading

An Ordinance Amending Title 10, Chapter 10 Article F "Heavy Industrial Districts" of the City of Cody Code. Council Member Reiter made a motion seconded by Council Member Tamblyn to approve Ordinance 2023-05 on First Reading. Vote was unanimous.

Council Member Shreve made a motion seconded by Council Member Tamblyn to approve Task Order No 23-01 with Bowmen, Collins and Associates for Storm Drainage Modeling and Analysis of the Cooper Lane Drainage Ponds and authorize the Mayor to sign and execute all associated documents. Vote was unanimous.

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

Mayor Matt Hall

Cindy Baker, Administrative Services Officer

City of Cody
Council Proceedings
Tuesday, March 28, 2023

A Work Session of the Cody City Council was held in the Council Chambers at City Hall on March 28, 2023 at 5:30 a.m.

Present: Mayor Matt Hall, Council Members Jerry Fritz, Andy Quick, Emily Swett (via phone), Kelly Tamblyn Lee Ann Reiter, Don F. Shreve Jr., Barry Cook, City Administrator, Scott Kolpitcke, City Attorney and Cindy Baker, Administrative Services Officer.

Absent: None

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

At 5:30 p.m. Council Member Quick made a motion seconded by Council Member Tamblyn to enter into an Executive Session pursuant to State Statute 16-4-405(a)(ix) to consider or receive information classified confidential by law. Vote was unanimous. At 5:39 p.m. Council Member Tamblyn made a motion seconded by Council Member Shreve to exit Executive Session. Vote was unanimous.

Council Member Fritz made a motion seconded by Council Member Quick to authorize the mayor to enter into and sign the Agreement between the City of Cody and Park County - Law Enforcement Center Agreement. Vote was unanimous.

Leslie Brumage, Finance Officer discussed the Capital Improvements Program (CIP) and Proposed Personnel options for FY23-24 with the Governing Body.

There being no further discussion, the meeting adjourned at 7:40 p.m.

Cindy Baker
Administrative Services Officer

Matt Hall
Mayor

City of Cody
Council Proceedings
Tuesday, April 11, 2023

A Work Session of the Cody City Council was held in the Council Chambers at City Hall on April 11, 2023 at 5:30 a.m.

Present: Mayor Matt Hall, Council Members Andy Quick, Emily Swett, Lee Ann Reiter, Don F. Shreve Jr and Cindy Baker, Administrative Services Officer.

Absent: Council Members Kelly Tamblyn and Jerry Fritz, Barry Cook, City Administrator, Scott Kolpitcke, City Attorney

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

Leslie Brumage, Finance and Amanda Watson with Atlas Strategic Communication provided the review of the Strategic Communications Plan to the Governing Body.

Scott Kitchen, Information Technology Director and Leslie Brumage, Finance Officer provided an overview of the Tech Replacement Fund/Schedule to the Governing Body

Leslie Brumage, Finance Officer provided the Governing Body an overview of FY22-23 Budget Amendments.

Todd Stowell, City Planner discussed with the Governing Body Ordinance 2023-03 through 2023-05.

Cindy Baker, Administrative Services Officer discussed with Governing Body who may be attending the WAM Conference and if anyone would serve as an Alternate Voting Delegate

Andy Quick, Council Liaison to P&Z Board provided the Governing Body with an update.

There being no further discussion, the meeting adjourned at 6:41 p.m.

Cindy Baker
Administrative Services Officer

Matt Hall
Mayor

Report Criteria:

Invoice.Detail.Input date = 04/11/2023

Invoice.Batch = {NOT LIKE} "1"

Secondary Name	Invoice	Description	Invoice Date	Total Cost
360 OFFICE SOLUTIONS INC (133133)				
	1273928-0	SEVEN (7) CHAIR MATS	03/30/2023	487.55
Total :				487.55
Total 360 OFFICE SOLUTIONS INC (133133):				487.55
AMERICAN FAMILY LIFE ASSUR (550)				
	065217	AFLAC PREMIUM	03/30/2023	2,167.76
Total :				2,167.76
Total AMERICAN FAMILY LIFE ASSUR (550):				2,167.76
AMERICAN LEGAL PUBLISHING CORP (132624)				
STERLING CODIFIERS LLC	24304	ORDINANCE CODIFYING	03/31/2023	627.18
Total :				627.18
Total AMERICAN LEGAL PUBLISHING CORP (132624):				627.18
AMERICAN WELDING & GAS, INC. (128592)				
	09223912	CARBON DIOXIDE/CYLINDER RENTAL	03/31/2023	38.83
Total :				38.83
Total AMERICAN WELDING & GAS, INC. (128592):				38.83
BAILEY ENTERPRISES INCORPORATED (130546)				
	7178624	Fuel	04/03/2023	105.83
	7178624	Fuel	04/03/2023	964.86
	7178624	Fuel	04/03/2023	181.10
	7178624	Fuel	04/03/2023	60.37
	7178624	Fuel	04/03/2023	2,505.15
	7178624	Fuel	04/03/2023	181.10
	7178624	Fuel	04/03/2023	90.55
	7178624	Fuel	04/03/2023	73.26
	7178624	Fuel	04/03/2023	385.83
	7178624	Fuel	04/03/2023	280.64
	7178624	Fuel	04/03/2023	159.07
	7178624	Fuel	04/03/2023	57.06
	7178624	Fuel	04/03/2023	83.87
	7178624	Fuel	04/03/2023	38.52
	7178624	Fuel	04/03/2023	151.30
	7178624	Fuel	04/03/2023	21.87
	7178624	Fuel	04/03/2023	184.67
	7178624	Fuel	04/03/2023	43.74
	7178624	Fuel	04/03/2023	2,668.93
	7178624	Fuel	04/03/2023	245.21
	7178624	Fuel	04/03/2023	875.15
	7178624	Fuel	04/03/2023	1,565.46
	7178624	Fuel	04/03/2023	33.55
	7178624	Fuel	04/03/2023	8.39
	7178624	Fuel	04/03/2023	16.77

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	7178624	Fuel	04/03/2023	25.16
	7178624	Fuel	04/03/2023	5,186.88
	7178624	Fuel	04/03/2023	1,666.03
	7178624	Fuel	04/03/2023	121.54
	7178624	Fuel	04/03/2023	157.88
	7178624	Fuel	04/03/2023	82.91
	7178624	Fuel	04/03/2023	397.69
	7178624	Fuel	04/03/2023	320.95
	7178624	Fuel	04/03/2023	129.67
	7178624	Fuel	04/03/2023	143.10
	7178624	Fuel	04/03/2023	522.81
	7178624	Fuel	04/03/2023	79.31
	7178624	Fuel	04/03/2023	1,056.28
Total :				20,872.46
Total BAILEY ENTERPRISES INCORPORATED (130546):				20,872.46
BASIN MECHANICAL (980)				
	5126	REPAIR LEAK IN WATER LINE AT REC CENTER	03/16/2023	1,513.20
Total :				1,513.20
Total BASIN MECHANICAL (980):				1,513.20
BORDER STATES INDUSTRIES, INC (1420)				
	926086048	INSULATED WRENCHES	04/07/2023	440.76
Total :				440.76
Total BORDER STATES INDUSTRIES, INC (1420):				440.76
BOSS (133188)				
	BOSS81123024672	BOSS LOCATE SOFTWARE - WATER FUND COST SHARE	02/08/2023	813.00
	BOSS81123024672	BOSS LOCATE SOFTWARE - WASTEWATER FUND COST SHARE	02/08/2023	812.00
	BOSS81123024672	BOSS LOCATE SOFTWARE - ELECTRIC FUND COST SHARE	02/08/2023	813.00
	BOSS81123024672	BOSS LOCATE SOFTWARE - STORM DRAINAGE FUND COST SHARE	02/08/2023	812.00
Total :				3,250.00
Total BOSS (133188):				3,250.00
BOWEN COLLINS & ASSOCIATES (133081)				
	30950	PHASE 1 OF THE STORM DRAIN MASTER PLAN	03/20/2023	51,453.71
Total :				51,453.71
Total BOWEN COLLINS & ASSOCIATES (133081):				51,453.71
BOWMAN, ZACHARY E (133137)				
MOUNTAIN SNOW REMOVAL LLC	1976	PARKING LOT SNOW REMOVAL	03/31/2023	1,899.00
Total :				1,899.00
Total BOWMAN, ZACHARY E (133137):				1,899.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
CARQUEST AUTO PARTS (10200)				
	2874-ID-470471	SWITCH A101	03/17/2023	9.42
Total :				9.42
Total CARQUEST AUTO PARTS (10200):				9.42
COPENHAVER KITCHEN KOLPITCKE LLC (3140)				
	46908	Legal Services	04/01/2023	3,108.56
	46908	Legal Services	04/01/2023	345.40
	46908	Legal Services	04/01/2023	690.79
	46908	Legal Services	04/01/2023	690.79
	46908	Legal Services	04/01/2023	690.79
	46908	Legal Services	04/01/2023	690.79
	46908	Legal Services	04/01/2023	690.80
Total :				6,907.92
Total COPENHAVER KITCHEN KOLPITCKE LLC (3140):				6,907.92
CROELL INC (133102)				
	712955	CAMPBELL TAP SHERIDAN AVE - BLD-0822-0009	03/28/2023	1,720.00
	712956	CAMPBELL TAP SHERIDAN AVE - BLD-0822-0009	03/28/2023	608.00
Total :				2,328.00
Total CROELL INC (133102):				2,328.00
CUMMINS INC (133022)				
CUMMINS SALES AND SERVICE	CM 38-70176	CORE CREDIT FOR INLET CATALYST MODULE C05	09/28/2022	340.20-
CUMMINS SALES AND SERVICE	CM 38-70391	CORE CREDIT C05 ENGINE	10/03/2022	6,075.00-
CUMMINS SALES AND SERVICE	CM 38-71282	CREDIT MEMO INV 66141 C05 ENGINE REPAIRS	10/20/2022	866.66-
CUMMINS SALES AND SERVICE	D2-76389	COMMAND TRAILER GENERATOR	03/30/2023	6,341.00
Total :				940.86-
Total CUMMINS INC (133022):				940.86-
CUSTOM DELIVERY SERVICE INC (3343)				
	320132	SAMPLE SHIPPING	03/21/2023	51.95
	320139	SAMPLE SHIPPING	03/28/2023	51.95
Total :				103.90
Total CUSTOM DELIVERY SERVICE INC (3343):				103.90
CUSTOM GARAGE DOOR LLC (127015)				
	5349	GARAGE DOOR REPAIR AT CITY SHOP	01/10/2022	140.00
	5743	GARAGE DOOR	04/04/2023	385.00
Total :				525.00
Total CUSTOM GARAGE DOOR LLC (127015):				525.00
ENERGY LABORATORIES, INC (4120)				
DEPARTMENT 6250	541485	COLIFORM TESTING	03/24/2023	165.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				165.00
Total ENERGY LABORATORIES, INC (4120):				165.00
FERGUSON WATERWORKS (127653)				
	1356465-2	CHAMBER ASSEMBLIES	03/06/2023	2,303.53
Total :				2,303.53
Total FERGUSON WATERWORKS (127653):				2,303.53
FIRE DISTRICT #2 (131409)				
	BLD-0323-0004	1326 BECK AVE	03/01/2023	9.00
	BLD-0323-0008	1306 SHERIDAN AVE	03/20/2023	21.00
	BLD-0323-0010	707 SHERIDAN AVE	03/14/2023	1,589.00
Total :				1,619.00
Total FIRE DISTRICT #2 (131409):				1,619.00
FIRE PROTECTION SERVICE CORPORATION (133049)				
MOUNTAIN ALARM SECURITY	431418	REALIGN PANIC BUTTONS	03/15/2023	175.00
MOUNTAIN ALARM SECURITY	431422	DIAGNOSE DEFECTIVE PULL STATION IN POOL	03/17/2023	175.00
Total :				350.00
Total FIRE PROTECTION SERVICE CORPORATION (133049):				350.00
FRANCK, STEVEN (133111)				
OFF GRID INSPECTIONS	006	ELECTRICAL INSPECTION SERVICES MARCH 2023	04/03/2023	2,150.00
Total :				2,150.00
Total FRANCK, STEVEN (133111):				2,150.00
GALINDO, RYAN (133189)				
	03282023	WITNESS AND MILEAGE FEES FOR MC-2301-005	03/28/2023	46.00
Total :				46.00
Total GALINDO, RYAN (133189):				46.00
HANDY, J DONALD STEELE (133192)				
	2.1280.25	REFUND CREDIT BALANCE	04/03/2023	79.88
Total :				79.88
Total HANDY, J DONALD STEELE (133192):				79.88
J & S CORPORATION (1160)				
BIG HORN GLASS	41340	WINDOW CRANK HANDLE	02/28/2023	123.59
Total :				123.59
Total J & S CORPORATION (1160):				123.59

Secondary Name	Invoice	Description	Invoice Date	Total Cost
JERRY ENTERPRISES INC (130576)				
SAY WHERE STORAGE	199584	STORAGE CONTAINER RENTAL	04/01/2023	85.00
Total :				85.00
Total JERRY ENTERPRISES INC (130576):				85.00
KELLY, GENE (132885)				
D&G ELECTRIC LLC	4064	RESTROOM FIXTURES	03/31/2023	215.50
D&G ELECTRIC LLC	4065	RESTROOM FIXTURES	03/31/2023	2,020.00
Total :				2,235.50
Total KELLY, GENE (132885):				2,235.50
KENYON, ELSIE (133190)				
	14.1940.37	UTILITY DEPOSIT REFUND	04/03/2023	8.83
Total :				8.83
Total KENYON, ELSIE (133190):				8.83
LABAN HARVEST LLC (133169)				
DBA NO SPOT LEFT BEHIND	032023	CUSTODIAL SERVICES	03/31/2023	1,828.39
DBA NO SPOT LEFT BEHIND	032023	CUSTODIAL SERVICES	03/31/2023	1,828.39
DBA NO SPOT LEFT BEHIND	032023	CUSTODIAL SERVICES	03/31/2023	1,828.39
Total :				5,485.17
Total LABAN HARVEST LLC (133169):				5,485.17
LARAMIE PUBLIC ART COALITION (133079)				
	03302023	CONSULTING - PUBLIC ART PLAN	03/30/2023	5,000.00
Total :				5,000.00
Total LARAMIE PUBLIC ART COALITION (133079):				5,000.00
LEACH, PATRICK R (133098)				
ETERNAL TREE SERVICE	04072023	HAZARDOUS TREES IN LION'S PARK	04/07/2023	2,600.00
Total :				2,600.00
Total LEACH, PATRICK R (133098):				2,600.00
LEATHAM FAMILY LLC (131226)				
SYMBOLARTS LLC	0457598	LIFE SAVING RIBBON & MEDAL FOR C20	03/20/2023	95.00
Total :				95.00
Total LEATHAM FAMILY LLC (131226):				95.00
LEISURE IN MONTANA INC (131545)				
	SAL25087-1	POOL CHEMICALS	04/11/2023	2,534.76
	SAL25087-1	POOL CHEMICALS	04/11/2023	2,534.76
Total :				5,069.52

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total LEISURE IN MONTANA INC (131545):				5,069.52
LITTLE ROCK INC (132529)				
DBA G & L WATER	3769	CRUSH AND PROCESS ASPHALT AND CONCRETE	04/04/2023	30,000.00
Total :				30,000.00
Total LITTLE ROCK INC (132529):				30,000.00
LOCAL GOVERNMENT LIABILITY POOL (6176)				
	14502	CLAIM AGAINST THE CITY	04/03/2023	2,880.00
Total :				2,880.00
Total LOCAL GOVERNMENT LIABILITY POOL (6176):				2,880.00
MERCHANT JT&S (123069)				
	7407	APPRENTICE TRAINING BOOK	03/31/2023	650.00
Total :				650.00
Total MERCHANT JT&S (123069):				650.00
MIDWEST ENTERPRISES (6650)				
MIDWEST FENCE	37663	ROLLER WHEEL FOR GATE	03/13/2023	50.00
Total :				50.00
Total MIDWEST ENTERPRISES (6650):				50.00
NCPERS GROUP LIFE INS (125412)				
C/O MEMBER BENEFITS	33023	PREMIUM	03/30/2023	432.00
Total :				432.00
Total NCPERS GROUP LIFE INS (125412):				432.00
NORCO, INC. (128948)				
	37351891	BAND SAW BLADES	03/30/2023	150.26
	37390407	BOTTLE RENTAL	03/31/2023	42.78
Total :				193.04
Total NORCO, INC. (128948):				193.04
ONE-CALL OF WYOMING (127665)				
	66716	ONE - CALL FEES	04/07/2023	36.38
	66716	ONE - CALL FEES	04/07/2023	36.38
	66716	ONE - CALL FEES	04/07/2023	36.38
	66716	ONE - CALL FEES	04/07/2023	36.36
Total :				145.50
Total ONE-CALL OF WYOMING (127665):				145.50
PARK COUNTY (7670)				
	8271	LEC CONTRACT - DISPATCH LABOR COSTS	04/01/2023	250.56
	8271	LEC CONTRACT - DISPATCH LABOR COSTS	04/01/2023	4,259.49

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	8271	LEC CONTRACT - DISPATCH LABOR COSTS	04/01/2023	751.68
	8271	LEC CONTRACT - DISPATCH LABOR COSTS	04/01/2023	19,794.12
	8271	LEC CONTRACT - TECHNOLOGY SERVICES	04/01/2023	3,250.00
	8271	LEC CONTRACT - INSIDE MAINTENANCE SUPPLIES	04/01/2023	854.60
	8271	LEC CONTRACT - INSIDE MAINTENANCE LABOR	04/01/2023	2,062.43
	8271	LEC CONTRACT - OUTSIDE MAINTENANCE CREDIT	04/01/2023	208.33-
	8271	LEC CONTRACT - BUILDING INSURANCE COSTS	04/01/2023	398.92
	8271	LEC CONTRACT - UTILITIES	04/01/2023	1,761.17
Total :				33,174.64
Total PARK COUNTY (7670):				33,174.64
PARK COUNTY LANDFILL (129053)				
	03312023	BULK ITEM DISPOSAL FEES - MARCH 2023	03/31/2023	186.84
	03312023	LANDFILL CHARGES - MARCH 2023	03/31/2023	46,193.16
Total :				46,380.00
Total PARK COUNTY LANDFILL (129053):				46,380.00
PARK COUNTY PUBLIC HEALTH (7720)				
	1542	HEP B VACCINATION	03/23/2023	115.00
Total :				115.00
Total PARK COUNTY PUBLIC HEALTH (7720):				115.00
PARK COUNTY SHERIFF (7740)				
	033123	INCARCERATION - MARCH 2023	03/31/2023	30.00
Total :				30.00
Total PARK COUNTY SHERIFF (7740):				30.00
PARK DISTRICT COURT (132610)				
	33023	GARNISHMENT Civil #29877	03/30/2023	196.97
Total :				196.97
Total PARK DISTRICT COURT (132610):				196.97
PROVIDENT LIFE & ACCIDENT INS (128033)				
	33023	PREMIUMS	03/30/2023	23.40
Total :				23.40
Total PROVIDENT LIFE & ACCIDENT INS (128033):				23.40
PURCELL TIRE AND RUBBER COMPANY (132837)				
DBA: PURCELL TIRE AND SERVICE C	31212519	TIRES B13	04/07/2023	636.16
DBA: PURCELL TIRE AND SERVICE C	31212519	TIRES D01	04/07/2023	2,095.88
DBA: PURCELL TIRE AND SERVICE C	31212519	TIRES D13	04/07/2023	2,178.08
Total :				4,910.12
Total PURCELL TIRE AND RUBBER COMPANY (132837):				4,910.12

Secondary Name	Invoice	Description	Invoice Date	Total Cost
RAMEY, AMBER (133055)				
	3302023	MILEAGE REIMBURSEMENT - MARCH	04/10/2023	7.79
Total :				7.79
Total RAMEY, AMBER (133055):				7.79
RAMOS, DANA (133193)				
	17.1585.20	REFUND CREDIT BALANCE	04/03/2023	76.70
Total :				76.70
Total RAMOS, DANA (133193):				76.70
ROVENNA SIGNS & DESIGN (131710)				
	10660	POLICE BADGE DECALS FOR PATROL CARS	04/03/2023	578.80
Total :				578.80
Total ROVENNA SIGNS & DESIGN (131710):				578.80
SABER PEST CONTROLL LLC (131183)				
	AUD174	PEST CONTROL - AUDITORIUM	04/06/2023	100.00
	CH174	PEST CONTROL - CITY HALL	04/06/2023	70.00
	E161	PEST CONTROL - ELECTRIC	04/03/2023	100.00
	P173	PEST CONTROL - PUBLIC WORKS SH	04/03/2023	60.00
	P173	PEST CONTROL - PUBLIC WORKS SH	04/03/2023	30.00
	P173	PEST CONTROL - PUBLIC WORKS SH	04/03/2023	30.00
	R172	PEST CONTROL - RECYCLING/SANITATION	04/06/2023	70.00
	REC174	PEST CONTROL - REC CENTER	04/06/2023	105.00
	REC174	PEST CONTROL - REC CENTER	04/06/2023	105.00
	W172	PEST CONTROL - WASTEWATER DEPT	04/06/2023	100.00
Total :				770.00
Total SABER PEST CONTROLL LLC (131183):				770.00
SECRETARY OF STATE (123386)				
	04112023	NOTARY RENEWAL FEE	04/11/2023	60.00
Total :				60.00
Total SECRETARY OF STATE (123386):				60.00
SHOSHONE MUNICIPAL PIPELINE (9130)				
	04012023	SMP WATER PURCHASE - MARCH 2023	04/01/2023	112,943.06
Total :				112,943.06
Total SHOSHONE MUNICIPAL PIPELINE (9130):				112,943.06
SHOSHONE NATIONAL FOREST (133191)				
	16.0915.10	REFUND CREDIT BALANCE	04/03/2023	120.65
Total :				120.65
Total SHOSHONE NATIONAL FOREST (133191):				120.65

Secondary Name	Invoice	Description	Invoice Date	Total Cost
SIMPLIFY COMPLIANCE LLC (132824)				
BLR/H3 GROUP	19353163-R1	HR SUBSCRIPTION	03/21/2023	573.00
Total :				573.00
Total SIMPLIFY COMPLIANCE LLC (132824):				573.00
SPRADLIN, GARY BRUCE (125064)				
AIR CON REFRIGERATION	6591	FURNACE AND LABOR AT LAB BUILDING	03/29/2023	4,067.56
Total :				4,067.56
Total SPRADLIN, GARY BRUCE (125064):				4,067.56
STANTEC CONSULTING SERVICES INC (132890)				
	2061579	Big Horn Ave Study	03/30/2023	22,607.92
Total :				22,607.92
Total STANTEC CONSULTING SERVICES INC (132890):				22,607.92
SWAGIT PRODUCTIONS LLC (132619)				
	SW-001543SI	VIDEO STREAMING AND RECORDING SERVICES	01/18/2023	24,035.00
Total :				24,035.00
Total SWAGIT PRODUCTIONS LLC (132619):				24,035.00
SYSTEMS GRAPHICS INC (129162)				
ADVANCED INFO SYSTEMS	16093	OUTSOURCE BILLS	03/28/2023	5.21
ADVANCED INFO SYSTEMS	16093	OUTSOURCE BILLS	03/28/2023	33.01
ADVANCED INFO SYSTEMS	16093	OUTSOURCE BILLS	03/28/2023	29.53
ADVANCED INFO SYSTEMS	16093	OUTSOURCE BILLS	03/28/2023	29.53
ADVANCED INFO SYSTEMS	16093	OUTSOURCE BILLS	03/28/2023	38.22
ADVANCED INFO SYSTEMS	16093	OUTSOURCE BILLS	03/28/2023	38.22
ADVANCED INFO SYSTEMS	16094	OUTSOURCE BILLS	03/29/2023	12.02
ADVANCED INFO SYSTEMS	16094	OUTSOURCE BILLS	03/29/2023	76.13
ADVANCED INFO SYSTEMS	16094	OUTSOURCE BILLS	03/29/2023	68.12
ADVANCED INFO SYSTEMS	16094	OUTSOURCE BILLS	03/29/2023	68.12
ADVANCED INFO SYSTEMS	16094	OUTSOURCE BILLS	03/29/2023	88.15
ADVANCED INFO SYSTEMS	16094	OUTSOURCE BILLS	03/29/2023	88.14
Total :				574.40
Total SYSTEMS GRAPHICS INC (129162):				574.40
THOMSON REUTERS - WEST (128108)				
	848089708	CLEAR INVESTIGATIONS MONTHLY FEE	04/01/2023	168.68
Total :				168.68
Total THOMSON REUTERS - WEST (128108):				168.68
TRACTOR & EQUIPMENT CO (9930)				
	51460301	SANITATION FORKLIFT BID 2021-12	03/31/2023	47,836.00
Total :				47,836.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total TRACTOR & EQUIPMENT CO (9930):				47,836.00
TWO TOUGH GUYS SERVICES, LLC (126515)				
	14800	ROLLOFF CONTAINER	04/01/2023	140.00
Total :				140.00
Total TWO TOUGH GUYS SERVICES, LLC (126515):				140.00
UNUM LIFE INSURANCE - LIFE (127935)				
	33023	PREMIUM	03/30/2023	940.56
Total :				940.56
Total UNUM LIFE INSURANCE - LIFE (127935):				940.56
WESCO DISTRIBUTION CORP (131137)				
WESCO/KVA/MODERN WHOLESALE	951563	URD TAGS	03/16/2023	281.34
WESCO/KVA/MODERN WHOLESALE	953671	MARKER BALLS	03/22/2023	264.00
Total :				545.34
Total WESCO DISTRIBUTION CORP (131137):				545.34
WESTERN UNITED ELECTRIC SUPPLY (10605)				
	6084337	1/0 ELBOWS	04/05/2023	132.62
	6084337	1/0 ELBOWS	04/05/2023	66.31
	6084337	1/0 ELBOWS	04/05/2023	397.86
	6084337	1/0 ELBOWS	04/05/2023	132.62
	6084337	1/0 ELBOWS	04/05/2023	265.24
	6084337	1/0 ELBOWS	04/05/2023	1,657.75
Total :				2,652.40
Total WESTERN UNITED ELECTRIC SUPPLY (10605):				2,652.40
WYOMING CHILD SUPPORT (132047)				
	33023	Garnishment Remittance # 227551	03/30/2023	430.15
Total :				430.15
Total WYOMING CHILD SUPPORT (132047):				430.15
WYOMING DEPARTMENT OF WORKFORCE SERVICES (10670)				
WORKERS COMPENSATION DIV	33123	CONTRIBUTIONS	03/31/2023	11,979.95
WORKERS COMPENSATION DIV	33123	PD VOLUNTEERS	03/31/2023	13.53
WORKERS COMPENSATION DIV	33123	REC VOLUNTEERS	03/31/2023	22.54
Total :				12,016.02
Total WYOMING DEPARTMENT OF WORKFORCE SERVICES (10670):				12,016.02
WYOMING MUNICIPAL POWER AGENCY (10920)				
	202303-1	POWER PURCHASE - MARCH 2023	04/10/2023	339,180.06
	202303-1	DEMAND PURCHASE - MARCH 2023	04/10/2023	330,709.75
Total :				669,889.81

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total WYOMING MUNICIPAL POWER AGENCY (10920):				669,889.81
YELLOWSTONE ELECTRIC INC (133040)				
	40068	LIFT STATION REPAIRS	03/07/2023	120.98
Total :				120.98
Total YELLOWSTONE ELECTRIC INC (133040):				120.98
Grand Totals:				1,139,435.34
Payroll				04/09/23
Total				276,532.55
				1,415,967.89

MEETING DATE: APRIL 10,2023
DEPARTMENT: ADMINISTRATIVE SERVICES
PREPARED BY: CINDY BAKER,
ADMINISTRATIVE SERVICES OFFICER
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____

AGENDA ITEM SUMMARY REPORT

WAM-JPIC Board of Directors Election

ACTION TO BE TAKEN:

Re-Elect to the WAM-JPIC Board of Directors Kelley Millar Clerk/Treasurer Town of Upton, Tony Cross HR Jackson Hole Airport and Elect Torey Racines, General Counsel LGLP Representative, for three year terms.

SUMMARY OF INFORMATION:

The City of Cody is a member of the Wyoming Association of Municipalities Joint Powers Insurance Coverage Board and there are three board positions that will be up for re-election as of April 30, 2023. The Governing Body has been asked to vote on those nominated to fill the vacancies on the board. I have served on this board going on 10 years, of which I have been the Chairperson and it is my recommendation that the City of Cody re-elect to the board members whose terms are expiring and currently serve on the board and I have visited with each of them and they are all willing to serve for another term. I also would recommend that this board continue to have a representative from LGLP, and in this case Torey Racines if elected would be replacing Mike Todd (who is retiring from LGLP). This representation from this board, in the past has brought comments, concerns and recommendations utilizing his/her knowledge with working with claims.

The WAM-JPIC Board of Directors is a very fiscally minded group who makes smart, but difficult decisions regarding the rate structure and benefits of our health insurance program. We normally have between 9 to 12 months of reserves to pay claims which are very good considering how unpredictable health care costs can be.

FISCAL IMPACT

No direct fiscal impact.

ALTERNATIVES

Choose to elect others.

ATTACHMENTS

Information received by WAM.

AGENDA ITEM NO. _____



WAM-JPIC

Partners for Health

tel: 307.632.0398

fax: 307.632.1942

TO: Member Entities – Mayors, Administrators, Chairperson, and Clerks

FROM: Earla Checchi, Finance Manager

DATE: March 14, 2023

SUBJECT: WAM-JPIC Board of Directors Election

Enclosed please find an official ballot for the election of Directors to the WAM-JPIC Board. The governing body of every participating member entity may vote for each opening. Please make your choice, sign, and return to our office.

The ballot must be received in the WAM Office on or before Friday, April 21, 2023.

Please e-mail your ballot to
Earla at
checchi@wyomuni.org





WAM-JPIC

Partners for Health

tel: 307.632.0398

fax: 307.632.1942

OFFICIAL BALLOT
WAM-JPIC BOARD OF DIRECTORS

There are three (3) positions to be filled on the WAM-JPIC Board of Directors. The governing body of every participating member entity may vote for each opening as described below.

TOWN SEAT – Please vote for one (1) – Three Year Term

Kelley Millar, Clerk/Treasurer, Town of Upton _____

Kelly Lewis, Treasurer, Town of Glenrock _____

City, Town or Joint Powers Board – Please vote for two (2) – Three Year Term

Tony Cross, Human Resources, Jackson Hole Airport _____

Torey Racines, General Counsel, Local Government Liability Pool _____

Kelly Lewis, Treasurer, Town of Glenrock _____

Melissa Simental, Senior Claims/Risk Control Mgr. WY Assn of Risk Mgt. _____

MAYOR/CHAIRPERSON/MANAGER: _____

ATTEST: _____

MEMBER ENTITY: _____

PLEASE RETURN THIS BALLOT BY MAIL OR FRIDAY, APRIL 21, 2023.

Earla Checchi at checchi@wyomuni.org

OR FAX: 307-632-1942



Kelley Millar has been with the Town of Upton as Clerk/Treasurer since 2015 where she serves approximately 900 citizens. She is currently a member of the WAMCAT Board, as has served on the WAM-JPIC Board since May of 2017 and the WARM Property Insurance Board and she is a graduate of Leadership Wyoming Class of 2022. Kelley also actively participates in the NEWY (Region II of WAM), the Upton Chamber of Commerce and the Upton Ladies of Adventure encouraging community involvement on all fronts.



Town of Glenrock

219 S 3rd ST, PO Box 417, Glenrock, WY, 82637

P. 307-436-9294 | F. 307-436-5753 | www.glenrock.org

My name is Kelly Lewis. I am the Treasurer for the Town of Glenrock, starting in October of 2017. I have been active with the Association of Public Treasurers of the US and Canada. I have received 3 certifications (Advanced Certified Public Funds Investment Manager, Certified Funds Investment Manager and Certified Public Finance Administrator). Previous employment has been with an accounting firm as an Administrative Assistant and Bookkeeper and with Converse County School District #2 as Registrar. My education background includes AAS degrees in Economics, Accounting and Business. I reside in Glenrock, WY with my husband. I would be honored to be considered for a position on the WAM-JPIC board.



Tony Cross is the Human Resources Director for the Jackson Hole Airport. Tony has over 25 years of Human Resources experience, including HR management (global and U.S. domestic), employee relations, HRIS management and implementation, compensation planning, recruiting, benefits administration and policy development. Tony has worked for companies in the fields of international structured finance, technology, non-profits, and now an airport. What he values the most in his work is the opportunity to help people find satisfaction in their jobs and to help shape company culture and growth.

Tony has served on the Board of WAM-JPIC since March of 2019 and is currently running for re-election. Additionally, he serves on the Board of the Big Horn Mountain Chapter of the Society for Human Resources Management. In his local community of Teton County, Wyoming, Tony volunteers for Habitat for Humanity as a Homeowner Advocate and is currently in training to be a Client Advocate for the Community Safety Network, a local organization that provides support, resources and shelter for victims of domestic violence.

Theodore "Torey" Racines, General Counsel
Wyoming Local Government Liability Pool
Cheyenne, Wyoming

Torey lives in Cheyenne with his wife Kristi and two children. He has been General Counsel for the Wyoming Local Government Liability Pool (LGLP) since January 2021. His interest in serving on the WAM-JPIC coincides with his work at LGLP, a self-insurance pool that handles claim liability for Wyoming local governments.

Previously, he had been the Deputy of the Tort Litigation Division of Wyoming Attorney General's Office, Supervisor of the Tort Litigation Section, which included representation of another self-insurance pool, the State Self-Insurance Program.

Torey also served as Legislative Counsel for the Wyoming Legislative Service Office from 2016 to 2019 and as a deputy county and prosecuting attorney for Sublette and Albany Counties from 2002 to 2006.

Torey is a 2020 Graduate of Leadership Wyoming. He has served on the Wyoming Civil Pattern Jury Instructions Committee and the Appellate Rules Advisory Committee and, more importantly, as a youth baseball and soccer coach. Before moving to Wyoming in 2002, he had been Senior Chief Deputy District Attorney in Lehigh County, Pennsylvania. Torey received his J.D. from Villanova University School of Law in 1991.

Melissa is the Senior Claims and Risk Control Manager for WARM, where she has worked for the last nineteen years. She works closely with pool members on addressing and preventing liability in areas including law enforcement operations, vehicle operations, disaster recovery, and cyber security. She has 25+ years experience in the training field and manages WARM's classroom and online training programs. Melissa received her Bachelor's degree in Administration of Justice from the University of Wyoming. She has completed the Public Risk Management Association (PRIMA) Institute's Foundations in Risk Management program and is currently working to achieve her Associate in Risk Management designation.



City of Cody Agenda Request Form



In order to fully prepare the Council for their meetings, individuals wishing to appear before the Council are asked to complete the following information prior to placement on the agenda. You will be notified of the date you have been scheduled to appear. You may also be contacted by City staff prior to the meeting to address concerns or provide additional information. Some requests may not require appearing before the Council for approval.

Please provide the following detailed information relating to your concern or request. **This form (and any relevant attachments) should be submitted in a timely manner, preferably at least 14 days prior to allow sufficient time for internal review. Untimely submission may result in the inability to be considered for approval.** Council packets are prepared in advance prior to Tuesday meetings. Meetings are held the first and third Tuesday of each month. Please complete the following information in full and return to City of Cody PO Box 2200 Cody, WY 82414 (Fax 307-527-6532),

Name of person to appear before the Council T.J. Clark and/or Amy Landrus

Organization Represented Clark Management Comany, Inc. & Best of the Rockies - Cody Horse Sale

Date you wish to appear before the Council Before May 3, 2023

Email Address amy@clarkmanagementinc.com Telephone _____

Names of all individuals who will speak on this topic T.J. Clark or Amy Landrus

Event Title (if applicable) Cody Horse Sale

Date(s) of Event (if applicable) Mother's Day Weekend: May 12th & 13th

Location of Event (if applicable) Irma Hotel, 12th Street between Sheridan Ave. & Beck Ave.

Full description of topic to be discussed (include all relevant information including any street closures, times of event, any special requirements or request etc., attach additional sheet if necessary and map showing location of event where applicable) 25th Annual Horse Sale

Closure requested Friday, May 12th at 8am thru Sunday, May 14th @ 9 am

Application sent for even insurance. Policy confirmation will be sent to City of Cody, prior to event dates.

Which City employee(s) have you spoken to about this issue? _____

Signature Amy Landrus Date 04/03/2023

24 HOUR/DAILY ALCOHOLIC BEVERAGE PERMIT APPLICATION

To be completed by City/County Clerk

Date filed with clerk: 4/4/23 JR

Local Permit #: _____

Total Permit Fee: \$ _____

(Permit fee per day x number of days)

Applicant: C.I.H.

Business/Trade Name (DBA): IRMA HOTEL

Contact Person: MIKE OR DAVE Phone: () 587-4221

Address: 1192 Sheridan Ave City: Cody State: WY Zip: 82414

Date(s) of Event 05/13/23 through 05/13/23

Event Name: IRMA HOTEL - CODY HORSE SHOW Event Location: 12TH ST - SHERIDAN TO BECK

FILING IN (CHOOSE ONLY ONE)

- ☐ CITY OF: CODY
- ☐ COUNTY OF: _____

- ☐ INDIVIDUAL
- ☐ PARTNERSHIP
- ☐ LP/LLP
- ☐ LLC

FILING AS (CHOOSE ONLY ONE)

- ☒ CORPORATION
- ☐ LTD PARTNERSHIP
- ☐ ORGANIZATION
- ☐ OTHER _____

TYPE OF PERMIT (CHOOSE ONLY ONE)

- ☐ MALT BEVERAGE PERMIT
(W.S. 12-4-502(a) / W.S. 12-2-201(b))

Malt beverage permit applicants receiving anything of value (i.e. money, goods and or services from any industry representative must answer the following:
(W.S. 12-5-402(a))

Nonprofit corporation under the laws of Wyoming? Yes ☐ No ☐

Tax Exempt Organization under the Internal Revenue Code? Yes ☐ No ☐

And has the applicant been in continuous operation for not less than two (2) years? Yes ☐ No ☐

- ☒ CATERING PERMIT
(W.S. 12-4-502(b))

For currently licensed Retail or Resort license holders only

- ☒ OPEN CONTAINER PERMIT *
(City Ordinance 3-2-8)

(*Permit requires Council approval if in conjunction with Street Closure Request and/or at City Park (located between Sheridan Ave and Beck St.)

- ☐ MANUFACTURER'S OFF-PREMISE PERMIT
(W.S. 12-2-203(g)(ii))

For the sale of the manufacturer's own Wyoming manufactured products only
Licensing Authority that issued Satellite Permit _____

- ☐ MALT BEVERAGE PERMIT FOR MICROBREWERIES
(W.S. 12-4-502(a))

For the sale of the microbrewery's own Wyoming brewed products only

- ☐ WINERY OFF-PREMISE PERMIT
(W.S. 12-4-414(g))

For the sale of the winery's own Wyoming manufactured products only
Licensing Authority that issued Satellite Permit _____

By filing this application, the applicant and their representatives agree to sell alcoholic beverages and operate under the requirements of all applicable Wyoming state and local laws and rules, and submit any required sales tax and reports. Under penalty of perjury, and the possible revocation or cancellation of the permit, I swear the above stated facts, are true and accurate.

Michael S. Darby MICHAEL S. DARBY 4/5/23
Applicant Signature Printed Name Date

Signature of Licensing Authority Official

Date

AGENDA ITEM SUMMARY REPORT

Release for Property Damage

ACTION TO BE TAKEN:

Authorize the Mayor to sign the Release for Property Damage in consideration of payment in the amount of \$4,580.54 for damage to a City electric pole.

SUMMARY OF INFORMATION:

On February 14, 2023, a City electric pole at Big Horn Ave and Freedom Street was damaged in a motor vehicle accident. The City filed a claim against the driver's insurance company. The insurance company, Acuity Insurance, accepted responsibility and is requesting a signed release for property damage before the payment will be issued. The amount of \$4,580.54 is the full amount owed for the replacement of the damaged pole. The release document has been reviewed and approved by City Attorney Scott Kolpitke.

FISCAL IMPACT

The City will receive payment of \$4,580.54 as reimbursement for replacing the pole.

ATTACHMENTS

1. Release for Property Damage

Release for Property Damage

KNOW ALL MEN BY THESE PRESENTS:

In consideration of the sum of **Four Thousand Five Hundred Eighty Dollars and Fifty-Four Cents (\$4,580.54)**, the undersigned hereby release and forever discharges **Benjamin & Holly Patrick, Acuity Insurance (Claim # RX8664), and Infrastructure & Environmental Consultants** from all claims and demands, rights, and causes of action of any kind that **City of Cody** now has or hereafter may have against **Benjamin & Holly Patrick, Acuity Insurance (Claim # RX8664), and Infrastructure & Environmental Consultants** on account of, or in any way growing out of, property damage known or unknown, resulting or to result from an occurrence which happened on or about the **14th** of **February, 2022** at or near **City of Cody, WY**

As further consideration for said sum, claimant warrants that no promise or agreement, not expressed, has been made to claimant; that in executing this Release claimant is not relying upon any statement or representation made by the party being released or said party's agents or servants concerning the nature, extent, or duration of the damages, or concerning any other thing or matter, but is relying solely upon its own judgement and knowledge.

It is covenanted and agreed between claimant and releasee herein that the within release and settlement is not to be construed as an admission of liability on the part of the said release

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed, sealed and delivered this _____ day of _____ 2023.

Authorized Representative - Signature

Authorized Representative - Print

Title



Wyoming
Association of
Municipalities
Building Strong Communities

TO: **All Mayors**

FROM: Earla Checchi, Finance Manager

SUBJECT: **Voting Delegates for the 2023 WAM Summer Convention**

DATE: March 15, 2023

We are requesting that your municipality's governing body appoint its **Official Voting Delegate** and **alternate** to WAM's Summer Convention Business Meeting, held Thursday, June 8, 2023, in Cody. Items that your Voting Delegate will be voting on may include By-law changes, Resolutions, Membership Dues. **Any** individual member of the association is entitled to speak during the June business meeting. However, when a vote is taken on any action the official voting delegate, or the alternate, is the **only one allowed to vote** for the city or town. Any elected or appointed official/staff may be designated by the city/town as its official voting delegate.

Please complete the attached form and email, mail, or fax it to WAM by Friday, May 26, 2023. We appreciate your cooperation and prompt action on this matter to ensure that each municipality is represented by a person who has been duly authorized by your governing body to take an active role in the business meeting.

If you find your official delegate is not able to attend the conference at the last moment, you may re-appoint someone else. For this change to be accepted we do need the change **in writing**. You may send/fax it to the WAM office by **Friday, May 26** or your voting delegate may bring the written change/authorization to the convention and submit it to the WAM registration desk **by Wednesday, June 7 before 12:00pm.** After that time, changes will not be accepted.

Please contact us with any questions.

Ensure YOUR community has a VOICE and a VOTE at the June business meeting!

**WYOMING ASSOCIATION OF MUNICIPALITIES
2023 WAM SUMMER CONVENTION
OFFICIAL VOTING DELEGATE FORM**

The following person has been selected as the ***Official Voting Delegate*** for the 2023 WAM Summer Convention Business Meeting in Cody, Thursday, June 8, 2023.

City/Town: _____

Name: _____

Title: _____

Alternate Delegate will be: _____

Title: _____

Date Approved by the City/Town Council: _____

Attest: _____ (City/Town Clerk)

PLEASE EMAIL, MAIL OR FAX TO WAM NO LATER THAN May 26, 2023.

315 West 27 Street, Cheyenne, WY 82001

Phone (307) 275-8376, Fax (307) 632-1942 or

Email to Earla Checchi at: checchi@wyomuni.org

RESOLUTION NO. 2022-06

**A RESOLUTION SUPPORTING AN AMENDMENT
TO THE STATUTES RELATING TO THE DISTRIBUTION
OF SALES TAX**

WHEREAS, Wyoming law, at W.S. 39-15-111(b) currently provides for the distribution of the sales tax revenues received by the State of Wyoming under W.S. 39-15-103 and W.S. 39-15-104; and

WHEREAS, 39-15-111(b) requires 69% of the sales tax revenues be credited to the State general fund, and that an additional 1% shall be deducted to cover administrative expenses; and

WHEREAS, the remaining balance of 30% is distributed to the counties, cities and towns in Wyoming pursuant to W.S. 39-15-111(b)(iii); and

WHEREAS, local government revenue generated from Sales, Use, and Property Tax, funding from the State of Wyoming and Direct Distribution Appropriation, and other miscellaneous sources of income have been insufficient to meet the increasing demands of continuing essential services and are anticipated to decrease in the foreseeable future; and

WHEREAS, the costs of providing essential services and capital expenditure requirements are expected to increase; and

WHEREAS, municipalities in Wyoming seek a more equitable distribution of the sales tax revenues collected by the state;

NOW, THEREFORE BE IT RESOLVED, the Wyoming Association of Municipalities supports legislation to request that the State of Wyoming amend W.S. 39-15-111 to provide for a distribution of sales tax revenue so that 50% is distributed to the state, and 50% is distributed to counties and municipalities.

PASSED, APPROVED AND ADOPTED on this _____ day of _____, 2022.

Mayor Matt Hall

ATTEST:

Cynthia Baker, Clerk

AGENDA ITEM SUMMARY REPORT

Subdivision Variance to allow issuance of Building Permits for Two Houses on Lot 1 of the Leonhardt Addition prior to Completion of the Subdivision Utility Improvements

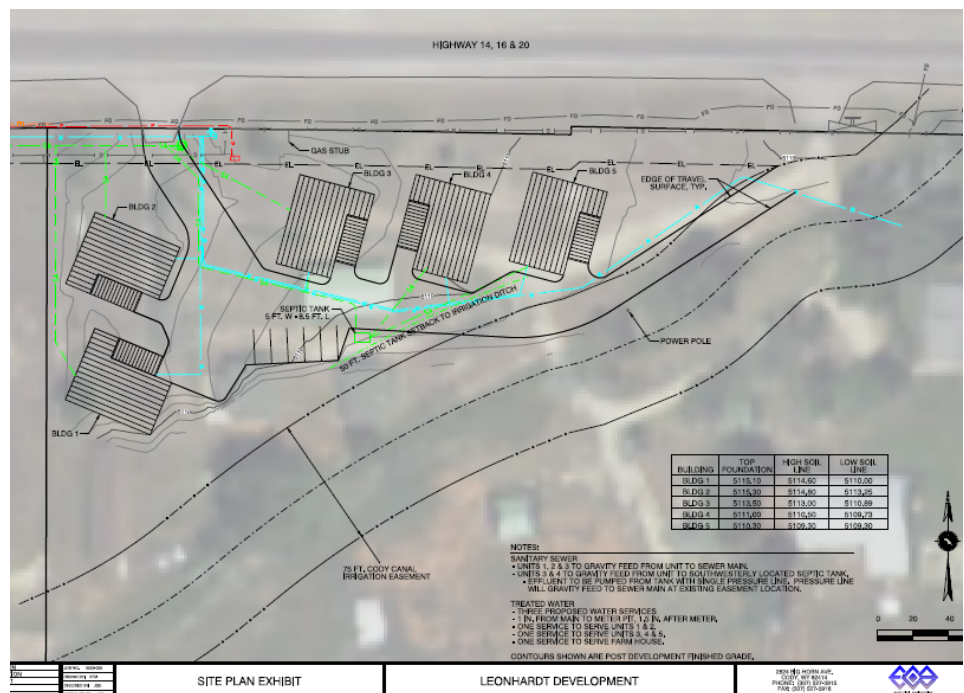
ACTIONS TO BE TAKEN

Approve a subdivision variance to allow issuance of building permits for two houses on Lot 1 of the Leonhardt Addition prior to completion and acceptance of the subdivision utility improvements, subject to conditions. (A variance related to timing.)

SUMMARY

Tim and Gina Leonhardt annexed this property into the City last fall and have been working on obtaining engineering approval from Public Works and Wyoming DEQ for installation of the utilities. For numerous reasons, that process has taken much longer than anticipated. The Leonhardts have submitted the utility plans (actually resubmitted) to WY DEQ, with Public Work's approval, and await WY DEQ approval so they can finally have the water and sewer lines installed to the property. They anticipate WY DEQ approval any day, and have their utility contractor lined up to start work May 1st. However, the concrete contractor that would do the first two house foundations scheduled them long ago for mid-April and apparently would have to significantly delay the work to well until after the utility work is completed if they cannot do the work in mid-April as scheduled. That would jeopardize the ability to construct the houses this year.

As the houses are being constructed for the developer, and only the developer's contactors will be on site, all risk associated with constructing the foundations and houses before the utility work is completed is entirely with the developer, who is also the property owner. As the City Council has allowed in recent similar situations, staff is agreeable to recommend that the building permits be released for the two houses prior to the completion of the subdivision utility infrastructure, on the conditions that:



AGENDA ITEM NO. _____

1. The utility plans must be approved by WY DEQ before construction goes beyond the foundation stage.
2. No certificates of occupancy shall be issued until all utilities are completed and signed off as acceptable.
3. Access is to be restricted to the owner's contractors until the subdivision infrastructure is completed and accepted by the City of Cody.
4. The property is not to be sold or transferred, until these conditions are completed.

RECOMMENDATION:

Grant a subdivision variance to allow issuance of building permits for two houses on Lot 1 of the Leonhardt Addition prior to completion of the subdivision utility improvements, subject to the following conditions:

1. The utility plans must be approved by WY DEQ before the house construction goes beyond the foundation stage.
2. No certificates of occupancy are to be issued until all utilities are completed and signed off as acceptable.
3. Access is to be restricted to the owner's contractors until the subdivision utility infrastructure is completed and accepted by the City of Cody.
4. The property is not to be sold or transferred, until these conditions are completed.

H:\PLANNING DEPARTMENT\FILE REVIEWS\ANNEXATION\2022\ANN2022-01 LEONHARDT\AGENDA SUMMARY BLDG PERMIT VARIANCE.DOCX

AGENDA ITEM NO. _____

AGENDA ITEM SUMMARY REPORT

Authorize the Abandonment of a “10’ irrigation waste water drainage easement” on Lot 2 of Lot 61-2 Plantain Addition

ACTIONS TO BE TAKEN

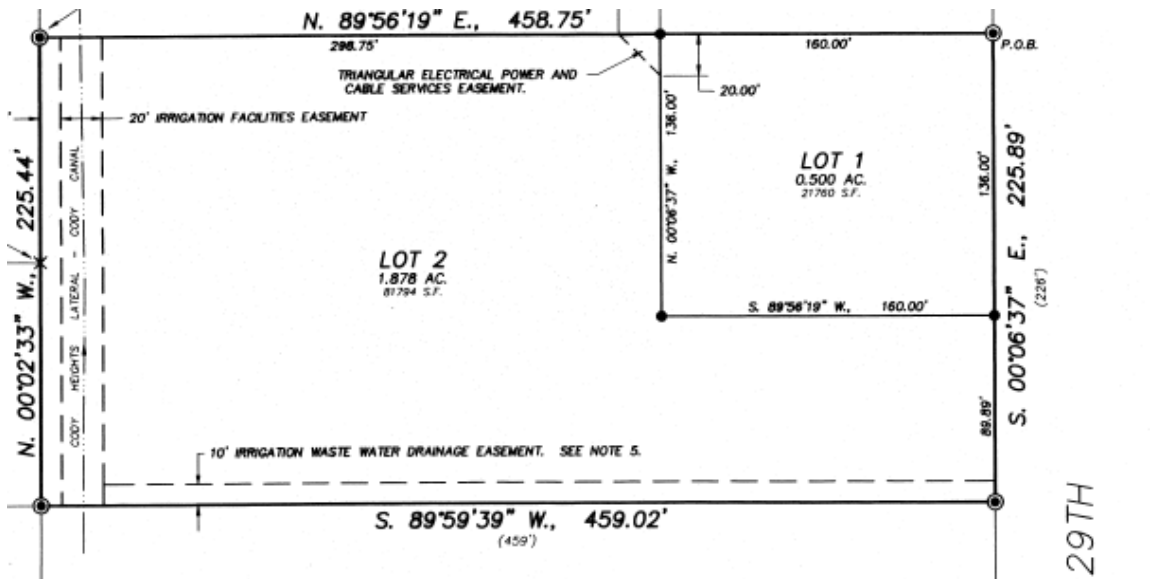
Authorize the Abandonment of a “10’ irrigation waste water drainage easement” on Lot 2 of Lot 61-2 Plantain addition.

SUMMARY

A 10’ irrigation waste water drainage easement was established on Lot 2 of Lot 61-2 Plantain Addition through the subdivision process for the purpose of accepting irrigation waste water drainage from the property to the south. Now that the property to the south has been divided into the Mountainview 29 Subdivision and all surface water rights transferred away from that property, the easement is no longer necessary, as the flood irrigation that historically occurred will occur no longer. The property owner to the south has provided the attached document releasing any interest in the easement and declaring it null and void. However, as the easement was established thorough the platting process, staff believes it prudent to also have the governing body acknowledge and authorize the abandonment of the waste water drainage easement. A motion to do so is requested.



AGENDA ITEM NO. _____



The Note 5 referenced on the map is as follows.

5. THE 10' IRRIGATION WASTE WATER DRAINAGE EASEMENT ALONG THE SOUTHERLY ADDITION BOUNDARY IS FOR THE SOLE BENEFIT OF THE OWNER OF THE ADJOINING 5.35 ACRES PORTION OF SAID LOT 61-2, AND FOR THE SOLE USE OF DRAINING FLOOD IRRIGATION WASTE WATER. THE EASEMENT IS NON-EXCLUSIVE; HOWEVER, OTHER LAND USES SHALL NOT INTERFERE WITH ACCESS TO OR OPERATION AND MAINTENANCE OF SAID DRAINAGE WAY. CHANGE OF USE OF THE SURFACE WATER APPROPRIATION ON SAID 5.35 ACRES OR CHANGE OF APPLICATION FROM FLOODING TO ANOTHER METHOD MAY AFFECT RIGHTS TO THE USE OF THIS EASEMENT BY SAID OWNER, ASSIGNS AND HEIRS IN ACCORDANCE WITH WYOMING STATUTES.

The changes contemplated by the note have occurred.

RECOMMENDATION:

Authorize the abandonment of the 10' irrigation waste water drainage easement shown on Lot 2 of the Lot 61-2 Plantain Addition plat.

H:\PLANNING DEPARTMENT\FILE REVIEWS\MAJOR-MINOR SUBDIVISION\2022\SUB2022-04 SUNRIDGE FIVE LOT SUBD\AGENDA SUMMARY EASEMENT VACATION.DOCX

AGENDA ITEM NO. _____

Release of Irrigation Waste Water Drainage Easement

**Mountain View 29 Major Subdivision
Cody, WY, 82414**

April 6, 2023

Mountain View 29, LLC (owner of Mountain View 29 Major Subdivision located at lot 61-2 of the Cody Heights Subdivision) hereby releases, relinquishes, and foregoes any right, claim, access, or other benefits to the 10' irrigation waste water drainage easement located along the northerly property boundary of lot 61-2, within the neighboring boundaries of Lot 2 of Lot 61-2 Plantain Addition, as located in Book "J" of plats, Page 34, according to the records of the Park County Wyoming Clerk and Recorder. Said easement will be null and void from this day forth, applying to all current and future lot owners and assigns.

Mountain View 29, LLC



Laura Lee, Vice President

**WYOMING CULTURAL TRUST FUND
QUARTERLY PAYMENT REQUEST**

City of Cody
Grant # 121-23-A
\$17,640

Congratulations on receiving a grant from the Wyoming Cultural Trust Fund!

Grant funds must be requested on an as-needed basis. Payments will be made on a quarterly basis. Grantee may request funds in one quarter or broken out in several quarters, however, funds must be expended in the quarter in which they are requested.

Payment shall be made by electronic funds transfer unless the Auditor's Office approved in writing an alternative form of payment. Remember, 10% of your grant award will be retained by the WCTF until successful completion of Final Report Form

Please complete the following schedule, utilizing only the quarters that are appropriate between your project start date and end date, and return this document with your Grantee Agreement:

7/1/22 – 9/30/22**	\$ _____
10/1/22 – 12/31/22	\$ _____
1/1/23 – 3/31/23	\$ _____
4/1/23 – 6/30/23	\$ 17,640
7/1/23 – 9/30/23**	\$ _____
10/1/23 – 12/31/23	\$ _____
1/1/24 – 3/31/24	\$ _____
4/1/24 – 6/30/24	\$ _____
7/1/24 – 9/30/24**	\$ _____
10/1/24 – 12/31/24	\$ _____
1/1/25 – 3/31/25	\$ _____
4/1/25 – 6/30/25	\$ _____
Total	\$17,640 less 10% to be released upon completion of final report.

**Note, funds released in the July 1 – September 30 quarters may be delayed due to the State's fiscal year changeovers.

Name _____

Title _____

Date _____

Agreement for Conceptual Design Development Cody Public Art Committee Mural Project

This agreement for Conceptual Design Development is made and entered into this 18th day of April, 2023 between the City of Cody, a municipal corporation (CITY) and Lisa Norman, ("Artist(s)"). (CITY and the Artist(s) are sometimes referred to herein as the "Parties"). This agreement and all schedules incorporated by reference hereto, shall hereinafter be referred to as "Agreement".

WHEREAS, CITY, through the Cody Public Art Committee (CPAC), a City appointed committee, is administering a call for public art at 1007 12th Street, Cody Wy 82414 ("Site");

WHEREAS, CPAC worked with a Selection Committee to determine a short finalist list of artists to develop Conceptual Designs (sometimes referred to herein as "proposal") to be installed at the Site;

and WHEREAS, Artist is a finalist for the project at the Site and is in the business of creating original works of art.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Scope of Services. Artist shall provide a proposal as set forth in Schedule A, which is hereby incorporated by reference into this Agreement.

2. Schedule of Performance. Artist shall adhere to the timeline as set forth in Schedule A.

3. Compensation. CITY agrees to pay Artist \$400.00 dollars to develop the proposal. CITY will make payment within thirty (30) days after receipt of proposal from the Artist, and receipt of an invoice from the Artist.

4. Representations and Warranties. Artist(s) represents and warrants that the Services rendered pursuant to this Agreement shall result in an original design that, to the best of the Artist(s)' knowledge, does not infringe on any third-party intellectual property rights. CPAC shall make available for Artist's examination and use all applicable information regarding the Site, including but not limited to: plans, specifications, reports, narratives, publications, statistics, records, and other information pertinent to Artist(s)' performance under this Agreement. If CITY selects ARTIST'S work to display, ARTIST hereby grants to CITY a license to display the work created by the ARTIST pursuant to this Agreement. ARTIST understands that CITY will arrange for the display of the ARTIST'S work on a building or structure in Cody, Wyoming, and ARTIST consents to the CITY arranging for and negotiating the terms of the display, and consents to the display of the work pursuant to those terms. CITY anticipates, but does not guarantee, that the ARTIST'S work would be displayed for a term of at least five years. CITY reserves the

exclusive right to select or reject the works which it will display, and CITY makes no promises, representations, covenants or guarantees that ARTIST'S proposal will be selected or displayed.

5. Intellectual Property. Artist(s) retains all copyrights and other intellectual property interests in the proposal and in any plans, drawings, renderings, schematics, design studies and models and the like prepared by Artist(s) in connection with this Agreement. It is specifically understood that given the Artist(s) retention of all intellectual property rights, in the event the CPAC elects not to proceed with Artist(s) in the further development of the proposal, CPAC does not have the right to take the Conceptual Design or Narrative to a third party for further development, including but not limited to fabrication and/or installation.

6. Artist(s) agrees to indemnify and hold harmless CPAC, its successors and assigns from any claim or suit arising or resulting from breach by Artist(s) or any contractual obligations set forth in this Agreement including, but not limited to, Artist(s)' warranties set forth in Section 4 of this Agreement. ARTIST waives any and all rights to any claims of any kind against CITY for damages of any kind, including, but not limited to claims for property damage, personal injury or death arising under this Agreement.

7. Independent Contractor. Artist(s) is furnishing their services hereunder as an independent contractor, and nothing herein creates any association, partnership or joint venture between the Parties hereto or any employer-employee relationship.

8. Termination. Either party may terminate this Agreement with or without cause upon thirty (30) days' written notice to the other party delivered by certified mail or in person. Termination of this Agreement for any cause or for convenience shall be without prejudice to any obligations or liabilities either party accrued prior to or because of such termination. CPAC shall be liable under the payment provisions of this Agreement only for payment of services rendered before the date of the receipt of termination notice. In the event of a breach, the non-breaching party may terminate this Agreement upon ten (10) days' written notice to the other, if the breaching party is in material breach of this Agreement and fails to cure the breach before the end of the ten (10) day notice period.

9. Force Majeure. The Parties will be excused from performing under this Agreement if performance is prevented by a condition beyond control of the Parties such as acts of God, war, civil insurrection, government action or public emergency (but only for as long as such unforeseen occurrences exist). Both Parties will take all reasonable steps to assure performance of their contractual obligation when the unforeseen occurrences have ceased to exist, but resumption of performance will be subject to negotiation between the Parties if more than six (6) months has passed since either suspension of obligations under this Agreement or substantially changed circumstances.

10. non-assignability. Artist(s) shall not assign, transfer or subcontract the creative and artist portions of the Services to another party without prior written consent of CITY.

11. Severability. Each paragraph and provision of this Agreement is severable from the entire Agreement, and if any provision is declared invalid, the remaining provision will remain in effect.

12. Governing Law /Venue. This Agreement and all mandates arising out of or relating to this Agreement will be construed and enforced according to the laws of the State of Wyoming.

13. Entire Agreement. This Agreement, together with Schedule A, constitute the entire agreement between the Parties and superseded all previous agreement in this matter. There are no other written or oral agreements, representations or understandings with respect to the subject matter of this Agreement. Except as otherwise incorporated into this Agreement, no other document provides terms for the Agreement or is incorporated by inference. This Agreement and its terms may be amended, modified, or waived only by written agreement, signed by both Parties.

14. Compliance with Laws. Artist(s) agrees to comply with all applicable federal, state and local laws in the conduct of the work hereunder.

15. GOVERNMENTAL IMMUNITY. CITY and CPAC do not waive their right to assert immunity as a defense to any action arising under this MOU, and expressly reserve the right to assert immunity as a defense to any action arising under this MOU, CITY and CPAC reserve the right to assert any and all defenses, limitations and immunities in response to any action.

ACCEPTED AND AGREED AS OF THE DATE FIRST SHOWN ABOVE:

CITY OF CODY

signature

DATE: _____

ARTIST(S)
[ARTIST NAME]

signature

DATE: _____

SCHEDULE A: Services + Timeline

Services

Artist(s) will submit a proposal including a Conceptual Design for an Artwork and a Narrative for an Artwork at [LOCATION] for review by [DATE].

Materials should be emailed to [CONTACT].

Artist is to submit a Conceptual Design: drawing, painting, or digital rendering. The design must be submitted as a JPEG.

The Narrative for the Artwork, limited to one page (300 words) PDF, should include:

- A brief synopsis of the artwork's intent
- Desired impact of artwork
- Relationship to project goals and Site

Timeline

- Monday, March 20, 2023 at 5:30 PM: Artist Information Session
- Sunday, April 23, 2023: Proposal due
- Monday, April 24, 2023: Artist Interviews + Proposal Presentations
- Final artist selected by May 1, 2023

Agreement for Conceptual Design Development Cody Public Art Committee Mural Project

This agreement for Conceptual Design Development is made and entered into this 18th day of April, 2023 between the City of Cody, a municipal corporation (CITY) and Bria Hammock, ("Artist(s)"). (CITY and the Artist(s) are sometimes referred to herein as the "Parties"). This agreement and all schedules incorporated by reference hereto, shall hereinafter be referred to as "Agreement".

WHEREAS, CITY, through the Cody Public Art Committee (CPAC), a City appointed committee, is administering a call for public art at 1007 12th Street, Cody Wy 82414 ("Site");

WHEREAS, CPAC worked with a Selection Committee to determine a short finalist list of artists to develop Conceptual Designs (sometimes referred to herein as "proposal") to be installed at the Site;

and WHEREAS, Artist is a finalist for the project at the Site and is in the business of creating original works of art.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Scope of Services. Artist shall provide a proposal as set forth in Schedule A, which is hereby incorporated by reference into this Agreement.

2. Schedule of Performance. Artist shall adhere to the timeline as set forth in Schedule A.

3. Compensation. CITY agrees to pay Artist \$400.00 dollars to develop the proposal. CITY will make payment within thirty (30) days after receipt of proposal from the Artist, and receipt of an invoice from the Artist.

4. Representations and Warranties. Artist(s) represents and warrants that the Services rendered pursuant to this Agreement shall result in an original design that, to the best of the Artist(s)' knowledge, does not infringe on any third-party intellectual property rights. CPAC shall make available for Artist's examination and use all applicable information regarding the Site, including but not limited to: plans, specifications, reports, narratives, publications, statistics, records, and other information pertinent to Artist(s)' performance under this Agreement. If CITY selects ARTIST'S work to display, ARTIST hereby grants to CITY a license to display the work created by the ARTIST pursuant to this Agreement. ARTIST understands that CITY will arrange for the display of the ARTIST'S work on a building or structure in Cody, Wyoming, and ARTIST consents to the CITY arranging for and negotiating the terms of the display, and consents to the display of the work pursuant to those terms. CITY anticipates, but does not guarantee, that the ARTIST'S work would be displayed for a term of at least five years. CITY reserves the

exclusive right to select or reject the works which it will display, and CITY makes no promises, representations, covenants or guarantees that ARTIST'S proposal will be selected or displayed.

5. Intellectual Property. Artist(s) retains all copyrights and other intellectual property interests in the proposal and in any plans, drawings, renderings, schematics, design studies and models and the like prepared by Artist(s) in connection with this Agreement. It is specifically understood that given the Artist(s) retention of all intellectual property rights, in the event the CPAC elects not to proceed with Artist(s) in the further development of the proposal, CPAC does not have the right to take the Conceptual Design or Narrative to a third party for further development, including but not limited to fabrication and/or installation.

6. Artist(s) agrees to indemnify and hold harmless CPAC, its successors and assigns from any claim or suit arising or resulting from breach by Artist(s) or any contractual obligations set forth in this Agreement including, but not limited to, Artist(s)' warranties set forth in Section 4 of this Agreement. ARTIST waives any and all rights to any claims of any kind against CITY for damages of any kind, including, but not limited to claims for property damage, personal injury or death arising under this Agreement.

7. Independent Contractor. Artist(s) is furnishing their services hereunder as an independent contractor, and nothing herein creates any association, partnership or joint venture between the Parties hereto or any employer-employee relationship.

8. Termination. Either party may terminate this Agreement with or without cause upon thirty (30) days' written notice to the other party delivered by certified mail or in person. Termination of this Agreement for any cause or for convenience shall be without prejudice to any obligations or liabilities either party accrued prior to or because of such termination. CPAC shall be liable under the payment provisions of this Agreement only for payment of services rendered before the date of the receipt of termination notice. In the event of a breach, the non-breaching party may terminate this Agreement upon ten (10) days' written notice to the other, if the breaching party is in material breach of this Agreement and fails to cure the breach before the end of the ten (10) day notice period.

9. Force Majeure. The Parties will be excused from performing under this Agreement if performance is prevented by a condition beyond control of the Parties such as acts of God, war, civil insurrection, government action or public emergency (but only for as long as such unforeseen occurrences exist). Both Parties will take all reasonable steps to assure performance of their contractual obligation when the unforeseen occurrences have ceased to exist, but resumption of performance will be subject to negotiation between the Parties if more than six (6) months has passed since either suspension of obligations under this Agreement or substantially changed circumstances.

10. non-assignability. Artist(s) shall not assign, transfer or subcontract the creative and artist portions of the Services to another party without prior written consent of CITY.

11. Severability. Each paragraph and provision of this Agreement is severable from the entire Agreement, and if any provision is declared invalid, the remaining provision will remain in effect.

12. Governing Law /Venue. This Agreement and all mandates arising out of or relating to this Agreement will be construed and enforced according to the laws of the State of Wyoming.

13. Entire Agreement. This Agreement, together with Schedule A, constitute the entire agreement between the Parties and superseded all previous agreement in this matter. There are no other written or oral agreements, representations or understandings with respect to the subject matter of this Agreement. Except as otherwise incorporated into this Agreement, no other document provides terms for the Agreement or is incorporated by inference. This Agreement and its terms may be amended, modified, or waived only by written agreement, signed by both Parties.

14. Compliance with Laws. Artist(s) agrees to comply with all applicable federal, state and local laws in the conduct of the work hereunder.

15. GOVERNMENTAL IMMUNITY. CITY and CPAC do not waive their right to assert immunity as a defense to any action arising under this MOU, and expressly reserve the right to assert immunity as a defense to any action arising under this MOU, CITY and CPAC reserve the right to assert any and all defenses, limitations and immunities in response to any action.

ACCEPTED AND AGREED AS OF THE DATE FIRST SHOWN ABOVE:

CITY OF CODY

signature

DATE: _____

ARTIST(S)
[ARTIST NAME]

signature

DATE: _____

SCHEDULE A: Services + Timeline

Services

Artist(s) will submit a proposal including a Conceptual Design for an Artwork and a Narrative for an Artwork at [LOCATION] for review by [DATE].

Materials should be emailed to [CONTACT].

Artist is to submit a Conceptual Design: drawing, painting, or digital rendering. The design must be submitted as a JPEG.

The Narrative for the Artwork, limited to one page (300 words) PDF, should include:

- A brief synopsis of the artwork's intent
- Desired impact of artwork
- Relationship to project goals and Site

Timeline

- Monday, March 20, 2023 at 5:30 PM: Artist Information Session
- Sunday, April 23, 2023: Proposal due
- Monday, April 24, 2023: Artist Interviews + Proposal Presentations
- Final artist selected by May 1, 2023

Agreement for Conceptual Design Development Cody Public Art Committee Mural Project

This agreement for Conceptual Design Development is made and entered into this 18th day of April, 2023 between the City of Cody, a municipal corporation (CITY) and Dan Toro, ("Artist(s)"). (CITY and the Artist(s) are sometimes referred to herein as the "Parties"). This agreement and all schedules incorporated by reference hereto, shall hereinafter be referred to as "Agreement".

WHEREAS, CITY, through the Cody Public Art Committee (CPAC), a City appointed committee, is administering a call for public art at 1007 12th Street, Cody Wy 82414 ("Site");

WHEREAS, CPAC worked with a Selection Committee to determine a short finalist list of artists to develop Conceptual Designs (sometimes referred to herein as "proposal") to be installed at the Site;

and WHEREAS, Artist is a finalist for the project at the Site and is in the business of creating original works of art.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Scope of Services. Artist shall provide a proposal as set forth in Schedule A, which is hereby incorporated by reference into this Agreement.
2. Schedule of Performance. Artist shall adhere to the timeline as set forth in Schedule A.
3. Compensation. CITY agrees to pay Artist \$400.00 dollars to develop the proposal. CITY will make payment within thirty (30) days after receipt of proposal from the Artist, and receipt of an invoice from the Artist.
4. Representations and Warranties. Artist(s) represents and warrants that the Services rendered pursuant to this Agreement shall result in an original design that, to the best of the Artist(s)' knowledge, does not infringe on any third-party intellectual property rights. CPAC shall make available for Artist's examination and use all applicable information regarding the Site, including but not limited to: plans, specifications, reports, narratives, publications, statistics, records, and other information pertinent to Artist(s)' performance under this Agreement. If CITY selects ARTIST'S work to display, ARTIST hereby grants to CITY a license to display the work created by the ARTIST pursuant to this Agreement. ARTIST understands that CITY will arrange for the display of the ARTIST'S work on a building or structure in Cody, Wyoming, and ARTIST consents to the CITY arranging for and negotiating the terms of the display, and consents to the display of the work pursuant to those terms. CITY anticipates, but does not guarantee, that the ARTIST'S work would be displayed for a term of at least five years. CITY reserves the exclusive right to select or reject the works which it will display, and CITY makes no promises, representations, covenants or guarantees that ARTIST'S proposal will be selected or displayed.

5. Intellectual Property. Artist(s) retains all copyrights and other intellectual property interests in the proposal and in any plans, drawings, renderings, schematics, design studies and models and the like prepared by Artist(s) in connection with this Agreement. It is specifically understood that given the Artist(s) retention of all intellectual property rights, in the event the CPAC elects not to proceed with Artist(s) in the further development of the proposal, CPAC does not have the right to take the Conceptual Design or Narrative to a third party for further development, including but not limited to fabrication and/or installation.

6. Artist(s) agrees to indemnify and hold harmless CPAC, its successors and assigns from any claim or suit arising or resulting from breach by Artist(s) or any contractual obligations set forth in this Agreement including, but not limited to, Artist(s)' warranties set forth in Section 4 of this Agreement. ARTIST waives any and all rights to any claims of any kind against CITY for damages of any kind, including, but not limited to claims for property damage, personal injury or death arising under this Agreement.

7. Independent Contractor. Artist(s) is furnishing their services hereunder as an independent contractor, and nothing herein creates any association, partnership or joint venture between the Parties hereto or any employer-employee relationship.

8. Termination. Either party may terminate this Agreement with or without cause upon thirty (30) days' written notice to the other party delivered by certified mail or in person. Termination of this Agreement for any cause or for convenience shall be without prejudice to any obligations or liabilities either party accrued prior to or because of such termination. CPAC shall be liable under the payment provisions of this Agreement only for payment of services rendered before the date of the receipt of termination notice. In the event of a breach, the non-breaching party may terminate this Agreement upon ten (10) days' written notice to the other, if the breaching party is in material breach of this Agreement and fails to cure the breach before the end of the ten (10) day notice period.

9. Force Majeure. The Parties will be excused from performing under this Agreement if performance is prevented by a condition beyond control of the Parties such as acts of God, war, civil insurrection, government action or public emergency (but only for as long as such unforeseen occurrences exist). Both Parties will take all reasonable steps to assure performance of their contractual obligation when the unforeseen occurrences have ceased to exist, but resumption of performance will be subject to negotiation between the Parties if more than six (6) months has passed since either suspension of obligations under this Agreement or substantially changed circumstances.

10. non-assignability. Artist(s) shall not assign, transfer or subcontract the creative and artist portions of the Services to another party without prior written consent of CITY.

11. Severability. Each paragraph and provision of this Agreement is severable from the entire Agreement, and if any provision is declared invalid, the remaining provision will remain in effect.

12. Governing Law /Venue. This Agreement and all mandates arising out of or relating to this Agreement will be construed and enforced according to the laws of the State of Wyoming.

13. Entire Agreement. This Agreement, together with Schedule A, constitute the entire agreement between the Parties and superseded all previous agreement in this matter. There are no other written or oral agreements, representations or understandings with respect to the subject matter of this Agreement. Except as otherwise incorporated into this Agreement, no other document provides terms for the Agreement or is incorporated by inference. This Agreement and its terms may be amended, modified, or waived only by written agreement, signed by both Parties.

14. Compliance with Laws. Artist(s) agrees to comply with all applicable federal, state and local laws in the conduct of the work hereunder.

15. GOVERNMENTAL IMMUNITY. CITY and CPAC do not waive their right to assert immunity as a defense to any action arising under this MOU, and expressly reserve the right to assert immunity as a defense to any action arising under this MOU, CITY and CPAC reserve the right to assert any and all defenses, limitations and immunities in response to any action.

ACCEPTED AND AGREED AS OF THE DATE FIRST SHOWN ABOVE:

CITY OF CODY

signature

DATE: _____

ARTIST(S)
[ARTIST NAME]

signature

DATE: _____

SCHEDULE A: Services + Timeline

Services

Artist(s) will submit a proposal including a Conceptual Design for an Artwork and a Narrative for an Artwork at [LOCATION] for review by [DATE].

Materials should be emailed to [CONTACT].

Artist is to submit a Conceptual Design: drawing, painting, or digital rendering. The design must be submitted as a JPEG.

The Narrative for the Artwork, limited to one page (300 words) PDF, should include:

- A brief synopsis of the artwork's intent
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Timeline

- Monday, March 20, 2023 at 5:30 PM: Artist Information Session
- Sunday, April 23, 2023: Proposal due
- Monday, April 24, 2023: Artist Interviews + Proposal Presentations
- Final artist selected by May 1, 2023

Agreement for Conceptual Design Development Cody Public Art Committee Mural Project

This agreement for Conceptual Design Development is made and entered into this 18th day of April, 2023 between the City of Cody, a municipal corporation (CITY) and Jordan Dean, ("Artist(s)"). (CITY and the Artist(s) are sometimes referred to herein as the "Parties"). This agreement and all schedules incorporated by reference hereto, shall hereinafter be referred to as "Agreement".

WHEREAS, CITY, through the Cody Public Art Committee (CPAC), a City appointed committee, is administering a call for public art at 1007 12th Street, Cody Wy 82414 ("Site");

WHEREAS, CPAC worked with a Selection Committee to determine a short finalist list of artists to develop Conceptual Designs (sometimes referred to herein as "proposal") to be installed at the Site;

and WHEREAS, Artist is a finalist for the project at the Site and is in the business of creating original works of art.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Scope of Services. Artist shall provide a proposal as set forth in Schedule A, which is hereby incorporated by reference into this Agreement.

2. Schedule of Performance. Artist shall adhere to the timeline as set forth in Schedule A.

3. Compensation. CITY agrees to pay Artist \$400.00 dollars to develop the proposal. CITY will make payment within thirty (30) days after receipt of proposal from the Artist, and receipt of an invoice from the Artist.

4. Representations and Warranties. Artist(s) represents and warrants that the Services rendered pursuant to this Agreement shall result in an original design that, to the best of the Artist(s)' knowledge, does not infringe on any third-party intellectual property rights. CPAC shall make available for Artist's examination and use all applicable information regarding the Site, including but not limited to: plans, specifications, reports, narratives, publications, statistics, records, and other information pertinent to Artist(s)' performance under this Agreement. If CITY selects ARTIST'S work to display, ARTIST hereby grants to CITY a license to display the work created by the ARTIST pursuant to this Agreement. ARTIST understands that CITY will arrange for the display of the ARTIST'S work on a building or structure in Cody, Wyoming, and ARTIST consents to the CITY arranging for and negotiating the terms of the display, and consents to the display of the work pursuant to those terms. CITY anticipates, but does not guarantee, that the ARTIST'S work would be displayed for a term of at least five years. CITY reserves the

exclusive right to select or reject the works which it will display, and CITY makes no promises, representations, covenants or guarantees that ARTIST'S proposal will be selected or displayed.

5. Intellectual Property. Artist(s) retains all copyrights and other intellectual property interests in the proposal and in any plans, drawings, renderings, schematics, design studies and models and the like prepared by Artist(s) in connection with this Agreement. It is specifically understood that given the Artist(s) retention of all intellectual property rights, in the event the CPAC elects not to proceed with Artist(s) in the further development of the proposal, CPAC does not have the right to take the Conceptual Design or Narrative to a third party for further development, including but not limited to fabrication and/or installation.

6. Artist(s) agrees to indemnify and hold harmless CPAC, its successors and assigns from any claim or suit arising or resulting from breach by Artist(s) or any contractual obligations set forth in this Agreement including, but not limited to, Artist(s)' warranties set forth in Section 4 of this Agreement. ARTIST waives any and all rights to any claims of any kind against CITY for damages of any kind, including, but not limited to claims for property damage, personal injury or death arising under this Agreement.

7. Independent Contractor. Artist(s) is furnishing their services hereunder as an independent contractor, and nothing herein creates any association, partnership or joint venture between the Parties hereto or any employer-employee relationship.

8. Termination. Either party may terminate this Agreement with or without cause upon thirty (30) days' written notice to the other party delivered by certified mail or in person. Termination of this Agreement for any cause or for convenience shall be without prejudice to any obligations or liabilities either party accrued prior to or because of such termination. CPAC shall be liable under the payment provisions of this Agreement only for payment of services rendered before the date of the receipt of termination notice. In the event of a breach, the non-breaching party may terminate this Agreement upon ten (10) days' written notice to the other, if the breaching party is in material breach of this Agreement and fails to cure the breach before the end of the ten (10) day notice period.

9. Force Majeure. The Parties will be excused from performing under this Agreement if performance is prevented by a condition beyond control of the Parties such as acts of God, war, civil insurrection, government action or public emergency (but only for as long as such unforeseen occurrences exist). Both Parties will take all reasonable steps to assure performance of their contractual obligation when the unforeseen occurrences have ceased to exist, but resumption of performance will be subject to negotiation between the Parties if more than six (6) months has passed since either suspension of obligations under this Agreement or substantially changed circumstances.

10. non-assignability. Artist(s) shall not assign, transfer or subcontract the creative and artist portions of the Services to another party without prior written consent of CITY.

11. Severability. Each paragraph and provision of this Agreement is severable from the entire Agreement, and if any provision is declared invalid, the remaining provision will remain in effect.

12. Governing Law /Venue. This Agreement and all mandates arising out of or relating to this Agreement will be construed and enforced according to the laws of the State of Wyoming.

13. Entire Agreement. This Agreement, together with Schedule A, constitute the entire agreement between the Parties and superseded all previous agreement in this matter. There are no other written or oral agreements, representations or understandings with respect to the subject matter of this Agreement. Except as otherwise incorporated into this Agreement, no other document provides terms for the Agreement or is incorporated by inference. This Agreement and its terms may be amended, modified, or waived only by written agreement, signed by both Parties.

14. Compliance with Laws. Artist(s) agrees to comply with all applicable federal, state and local laws in the conduct of the work hereunder.

15. GOVERNMENTAL IMMUNITY. CITY and CPAC do not waive their right to assert immunity as a defense to any action arising under this MOU, and expressly reserve the right to assert immunity as a defense to any action arising under this MOU, CITY and CPAC reserve the right to assert any and all defenses, limitations and immunities in response to any action.

ACCEPTED AND AGREED AS OF THE DATE FIRST SHOWN ABOVE:

CITY OF CODY

signature

DATE: _____

ARTIST(S)
[ARTIST NAME]

signature

DATE: _____

SCHEDULE A: Services + Timeline

Services

Artist(s) will submit a proposal including a Conceptual Design for an Artwork and a Narrative for an Artwork at [LOCATION] for review by [DATE].

Materials should be emailed to [CONTACT].

Artist is to submit a Conceptual Design: drawing, painting, or digital rendering. The design must be submitted as a JPEG.

The Narrative for the Artwork, limited to one page (300 words) PDF, should include:

- A brief synopsis of the artwork's intent
- Desired impact of artwork
- Relationship to project goals and Site

Timeline

- Monday, March 20, 2023 at 5:30 PM: Artist Information Session
- Sunday, April 23, 2023: Proposal due
- Monday, April 24, 2023: Artist Interviews + Proposal Presentations
- Final artist selected by May 1, 2023



CITY OF CODY
WYOMING

Matt Hall
MAYOR

Jerry Fritz
Andrew Quick
LeeAnn Reiter
Don F. Shreve Jr.
Emily Swett
Kelly Tamblyn
COUNCIL MEMBERS

Thomas P. Keegan
MUNICIPAL JUDGE

Barry A. Cook
CITY ADMINISTRATOR

1338 Rumsey Avenue
P.O. Box 2200
Cody, Wyoming 82414

(307) 527-7511
FAX (307) 527-6532

April 18, 2023

Renee Bovee
WCTF Program Coordinator
Wyoming Cultural Trust Fund
2301 Central Avenue, 3rd Floor
Cheyenne, WY 82002

RE: Grant 121-23-A

Dear Ms. Bovee,

The City of Cody was awarded a grant in the amount of \$17,640 for the Cody Public Art Mural Project.

The City's Cody Public Arts Committee has been working with a consultant to develop a sustainable public arts process for the City of Cody. In addition, the consultant assisted with developing a Request for Qualifications for the project, and administering the artist selection committee. The current timeline for this project is attached.

Under the terms of the grant agreement, the award is scheduled to expire June 30, 2023. The City of Cody requests an extension on the grant award until August 31, 2023. We feel this will give us adequate time to complete all the activities associated with the mural project.

We appreciate consideration of this request and look forward to confirmation from your office that we may proceed with the project under new grant timeline.

Sincerely,

Matt Hall
Mayor

Mural Project Timeline

- **Tuesday, January 24** • Request for Qualifications (RFQ) released
- **Thursday, February 23** • RFQ submission deadline at 9:00pm
- **Monday, February 27** • Artist Selection Committee Meeting -Submission Review / Finalist Selection, 3:00-5:00pm, boardroom of the Coworking Space @theSquare in Cody (1130 Sheridan Ave)
- **Tuesday, February 28** • CPAC Meeting, 10:00am, Center of the West
- **Tuesday, February 28** • Cody City Council Work Session, 5:30pm, City Hall
- **By Friday, March 3** • Finalists Notified
- **Monday, April 24** • Artist Selection Committee Meeting - Finalist design presentations and interviews, 3:00-5:00pm, boardroom of the Coworking Space @theSquare in Cody (1130 Sheridan Ave)
- **Tuesday, April 25** • CPAC Meeting – selected artist presented, CPAC to ratify, 10:00am, Center of the West. Artist Notification.
- **Saturday, April 29** • Scavenger Hunt / CPAC Party, 4:00-5:30, Simpson Gallagher Gallery. Community engagement event to gather information and promote public art
- **May-June 2023** • Mural installed

AGENDA ITEM SUMMARY REPORT
Resolution 2023-04 Disencumberment of ARPA Funds

ACTION TO BE TAKEN:

Approve Resolution 2023-04 to disencumber American Rescue Plan funds in the amount of \$160,000.

SUMMARY OF INFORMATION:

In June 2022, the City Council passed Resolution 2022-17 encumbering funds from the American Rescue Plan for the purpose of replacing the boilers at the Recreation Center.

The boilers were recently evaluated by a contractor and they determined that the boilers are in good condition and do not need to be replaced. The contractor did recommend replacing the burners with more energy efficient units and Mike Fink is checking into costs for that replacement.

Since the previously encumbered amount is no longer needed for this project, staff recommends that the funds be disencumbered to make them available for other uses upon approval by the City Council.

FISCAL IMPACT

With this adjustment, the remaining unencumbered funds in the American Rescue Plan is \$200,309.

ATTACHMENTS

1. Resolution 2023-04

RESOLUTION 2023-04

A RESOLUTION DISENCUMBERING FUNDS FROM THE AMERICAN RESCUE PLAN ACT TO PROVIDE FUNDING FOR THE BOILER REPLACEMENT PROJECT AT THE RECREATION CENTER

WHEREAS, on March 11, 2021 the President of the United States signed into law the American Rescue Plan Act (ARPA) to provide continued relief from the impact of the COVID-19 pandemic, and

WHEREAS, such funds are to be used in accordance with the guidelines of the Act, and

WHEREAS, the City of Cody received \$1,699,699 in American Rescue Plan Funds from the United States Treasury, and

WHEREAS, the governing body was presented with information on the requirements of ARPA and provided with a list of proposed projects that meet the eligible use criteria, and

WHEREAS, the City Council encumbered \$160,000 in American Rescue Plan Funds for the replacement of the boilers at the recreation center with Resolution 2022-17, and

WHEREAS, a contractor’s inspection of the boilers revealed that they are in good working condition and do not need to be replaced.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CODY that the City of Cody hereby disencumbers ARPA funds in the amount of \$160,000 for the boiler replacement project at the Rec Center.

PASSED, APPROVED AND ADOPTED ON THIS 18th DAY OF APRIL, 2023

Mayor Matt Hall

ATTEST:

Cynthia D. Baker, Administrative Services Officer

AGENDA ITEM SUMMARY REPORT

Resolution 2023-05 Budget Amendment

ACTION TO BE TAKEN:

Approve Resolution 2023-05 amending the FY22-23 budget.

SUMMARY OF INFORMATION:

The budget is an estimate of anticipated revenues and expenditures for a given fiscal year. A budget amendment is used to increase or decrease revenue and expense appropriation amounts from the originally approved budget. Budget amendments must be approved in advance by the City Administrator and authorized by the City Council via Resolution. The budget amendment process ensures that expenditures made during the fiscal year are properly approved and supported by the Governing Body in accordance with State Statutes.

Staff proposes the following amendments to the FY22-23 budget for approval:

Revenue Amendments - increase of \$899,697

- Rising interest rates on the City's long-term and liquid investments have resulted in a significant increase in revenue across all funds. When the FY22-23 budget was adopted, the average interest rate was around 1%. During the last seven months, the City has earned an average of 4.87% on its investments. Based on the current rate and federal predictions for 2023 we anticipate this revenue trend to continue.

Expense Amendments

- **Electric Fund**
 - \$70,024 increase for the Y-Tex electrical expansion. Subdivision development fees collected to offset cost.
 - \$10,683 increase for the Schoonover electrical relocation. Subdivision development fees collected to offset cost.
 - \$13,602 increase for the Leonhardt electrical extension. Subdivision development fees collected to offset cost.
- **General Fund**
 - \$30,000 increase for WAM convention expenses. Estimated \$15,000 in contribution revenue.
 - \$5,000 increase for the fireworks display funding.
 - \$12,000 increase for repair costs to flood damage at the auditorium.
 - \$9,600 increase to purchase police servers for the law enforcement center per the agreement with Park County.

AGENDA ITEM NO. _____

- \$30,916 increase for upgrades to the police department interview/interrogation room at the law enforcement center. Paid for with forfeiture funds. See attached memo.
- American Rescue Plan Fund
 - \$32,600 increase for the replacement of the sound system at the City Park band shell. This project has been previously approved by Resolution for ARPA funding.
 - (\$160,000) decrease for the disencumbrance of funds for the recreation center boiler replacement. An evaluation by a contractor has determined that the boilers are in good shape and do not need to be replaced. A recommendation for maintenance has been made and will be included in the operating budget for FY23-24.
- Technology Replacement Fund
 - \$30,000 increase for the purchase of an SQL server to facilitate the switch from a hosted environment to a client-server environment for the Caselle software program. The anticipated order date is by April 30, 2023.
- Budget Transfers – asphalt and concrete crushing
 - \$6,000 from the Water Fund to the General Fund
 - \$6,000 from the Electric Fund to the General Fund
 - \$3,000 from the Storm Drainage Fund to the General Fund

FISCAL IMPACT

There will be a City-wide expected increase in cash balances of \$815,212.

Cash and Investments			
Fund	Original or Last Amended Balance	Current Change	Current Amended Balance
General Fund	\$ 5,750,879	\$91,440	\$ 5,842,319
Capital Acquisition Fund	\$ 3,197,402	\$107,745	\$ 3,305,147
Technology Replacement Fund	\$ 363,136	(\$19,214)	\$ 343,922
Vehicle Replacement Fund	\$ 3,256,116	\$129,081	\$ 3,385,197
Specific Purpose Tax Fund	\$ 363,895	\$696	\$ 364,591
Cody Public Arts Fund	\$ 7,804	\$444	\$ 8,248
Amercian Rescue Plan Fund	\$ 310,448	\$164,723	\$ 475,171
Solid Waste Fund	\$ 2,262,447	\$60,518	\$ 2,322,965
Water Fund	\$ 3,794,076	\$135,897	\$ 3,929,973
Wastewater Fund	\$ 3,820,119	\$62,513	\$ 3,882,632
Electric Fund	\$ 6,640,853	\$80,749	\$ 6,721,602
Storm Drainage Fund	\$ 94,547	\$620	\$ 95,167
TOTAL	\$ 29,861,722	\$815,212	\$30,676,934

ATTACHMENTS

1. Resolution 2023-05
2. Police Interview/Interrogation room memo

AGENDA ITEM NO. _____

RESOLUTION 2023-05

A RESOLUTION AMENDING THE CITY OF CODY FINAL BUDGET FOR FISCAL YEAR 2022-2023

WITNESSETH:

WHEREAS, the final budget for Fiscal Year 2022-2023 was duly adopted by the City of Cody with Ordinance No 2022-05 on June 21, 2022 in accordance with the State of Wyoming Statutes; and

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

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

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

	Original or Last Amended Budget	Amendment 3 04/23	Amended Budget
REVENUES			
General Fund	\$11,044,625	\$179,016	\$11,223,641
Capital Acquisition Fund	\$4,337,109	\$107,745	\$4,444,854
Technology Replacement Fund	\$434,700	\$10,786	\$445,486
Vehicle Replacement Fund	\$1,438,824	\$129,081	\$1,567,905
Specific Purpose Tax Fund	\$346,517	\$696	\$347,213
Cody Public Arts Fund	\$65,580	\$444	\$66,024
Amercian Rescue Plan Fund	\$0	\$37,323	\$37,323
Solid Waste Fund	\$2,489,859	\$60,518	\$2,550,377
Water Fund	\$3,831,327	\$135,897	\$3,967,224
Wastewater Fund	\$1,687,908	\$62,513	\$1,750,421
Electric Fund	\$12,993,859	\$175,058	\$13,168,917
Storm Drainage Fund	\$483,000	\$620	\$483,620
TOTAL REVENUE	\$39,153,308	\$899,697	\$40,053,005
EXPENSES			
General Fund	\$16,727,457	\$87,576	\$16,815,033
Capital Acquisition Fund	\$1,139,707		\$1,139,707
Technology Replacement Fund	\$71,564	\$30,000	\$101,564
Vehicle Replacement Fund	\$1,727,800		\$1,727,800
Specific Purpose Tax Fund	\$549,873		\$549,873
Cody Public Arts Fund	\$60,757		\$60,757
Amercian Rescue Plan Fund	\$1,250,219	(\$127,400)	\$1,122,819
Solid Waste Fund	\$3,226,764		\$3,226,764
Water Fund	\$5,243,296		\$5,243,296
Wastewater Fund	\$2,527,250		\$2,527,250
Electric Fund	\$13,597,711	\$94,309	\$13,692,020
Storm Drainage Fund	\$512,586		\$512,586
TOTAL EXPENSES	\$46,634,984	\$84,485	\$46,719,469

PASSED, APPROVED AND ADOPTED THE 18th DAY OF APRIL 2023.

Matt Hall, Mayor

Attest:

Cynthia Baker, Administrative Services Officer

ORDINANCE 2023-03

**AN ORDINANCE AMENDING TITLE 10, CHAPTER 10, ARTICLE C “OPEN
BUSINESS/LIGHT INDUSTRIAL D-3 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 March 7, 2023, which notice advertised the public hearing to be held at the Council Meeting on April 4, 2023, and an additional opportunity to discuss the proposed amendments with the Planning and Zoning Board at their March 14, 2023 meeting;

WHEREAS, a public hearing was held on April 4, 2023, before the City Council, as advertised, at which meeting the City Council heard comments from all persons wishing to speak for or against the proposed ordinance, and considered the Planning and Zoning Board recommendation;

WHEREAS, the Planning and Zoning Board recommends approval of the amendments 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 C “Open Business/Light Industrial D-3 Zoning Districts”, 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: 4/4/2023

PASSED ON SECOND READING: _____

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

Matt Hall, Mayor

ATTEST:

Cynthia Baker, Administrative Services Officer

ARTICLE C. OPEN BUSINESS/LIGHT INDUSTRIAL D-3 DISTRICTS
SECTION:

10-10C-1: PURPOSE AND INTENT:

It is the intent that the Open Business/Light Industrial D-3 District shall provide a zone for the conduct of commercial and business services not permitted within the D-2 Zone, and certain small light industrial uses. (1960 Compilation § 26-109; amd. Ord. 78-19; Ord. 80-20; Ord. 82-29; Ord. 87-3; Ord. 89-15; Ord. 91-2; Ord. 93-8; Ord. 97-15)

10-10C-2: USES PERMITTED:

No building or land shall be used and no building shall be erected or structurally altered within an Open Business/Light Industrial (D-3) District unless otherwise permitted herein, except for one (1) or more of the following uses:

A. Any use permitted in the D-2 District.

B. Subject to 10-10C-3, A animal boarding kennels; boat building and repairs; cabinet shops; cleaning plants; cosmetic manufacturing; dairy product processing; heavy equipment sales and storage; livestock feed sales (no processing or manufacturing); contractor yards; animal hospitals; taxidermist shops; wireless communication facilities. Other similar uses may be permitted.

C. Subject to 10-1C-3, D drive-in theaters; manufacturing of electronic components, instruments, jewelry, games, toys and pharmaceuticals; cold storage plants, meat processing plants, motion picture production studios, and furniture manufacturing or assembly facilities; provided, however, such uses in an area lying within the Airport Overlay Zone shall be subject to section 10-14-3, "Airport Overlay Special Use Permits" ~~10-10C-6, "Conditional Uses"~~, of this article. (1960 Compilation § 26-109; amd. Ord. 78-19; Ord. 80-20; Ord. 82-29; Ord. 87-3; Ord. 89-15; Ord. 91-2; Ord. 93-8; Ord. 97-15; Ord. 2017-10, 4-13-2017)

10-10C-3: PROHIBITED AND CONDITIONAL USES:

A. Uses and accessory uses specifically prohibited within a D-3 District ~~are include~~ grain elevators; and, the bulk storage ~~and/or~~ handling of explosives, caustics, oxidizers, unstable flammable liquids, toxic or hazardous materials or substances. For the purposes of this provision, "bulk" shall mean quantities of such hazardous materials that would cause the activity to be classified as a "High Hazard Group H Occupancy", pursuant to the International Building Code (see IBC Section 307.1). (1960 Compilation § 26-109; amd. Ord. 78-19; Ord. 80-20; Ord. 82-29; Ord. 87-3; Ord. 89-15; Ord. 91-2; Ord. 93-8; Ord. 97-15)

B. Uses listed under 10-10C-2(B) and (C) that are anticipated to have regular and ongoing air quality, odor, or groundwater quality impacts, shall be deemed Conditional Uses, subject to the provisions of section 10-14-1, Conditional Uses. For purposes of this provision, regular and ongoing, shall mean a component of the use that occurs as part of the normal operational activities on the property. Air quality impact shall mean any situation that triggers a WY DEQ air quality operating permit, or that involves the airborne discharge of heat, fumes, spray, gas or smoke in such quantities so as to be irritating or injurious to the health or safety of persons or properties located outside of the site boundaries. Odor impact shall include any substance that is anticipated to travel beyond the site boundary and cause a smell easily distinguished by occupants of other properties, other than resulting

from the operation of a motor vehicle. Groundwater quality shall mean any potential contamination to groundwater, other than registered and permitted stormwater facilities permitted by WY DEQ and/or pursuant to the City of Cody Stormwater Management Policy.

10-10C-4: BUFFER ZONE:

Where any business or commercial district is adjacent to any residential district, there shall be provided on the business or commercial district a buffer zone with a visual screen. (1960 Compilation § 26-109; amd. Ord. 78-19; Ord. 80-20; Ord. 82-29; Ord. 87-3; Ord. 89-15; Ord. 91-2; Ord. 93-8; Ord. 97-15)

10-10C-5: ARCHITECTURE AND LANDSCAPING:

All structures within the district shall be architecturally compatible. Architectural and landscaping plans shall be submitted to the Planning and Zoning Commission for approval. Architectural and landscaping details shall be maintained as shown by the approved plans. (1960 Compilation § 26-109; amd. Ord. 78-19; Ord. 80-20; Ord. 82-29; Ord. 87-3; Ord. 89-15; Ord. 91-2; Ord. 93-8; Ord. 97-15)

~~10-10C-6: CONDITIONAL USES:~~

~~In accordance with chapter 14 of this title, the following uses shall be allowed only with the approval of a conditional use permit for all area lying within the Airport Overlay Zone: Drive-in theaters; manufacturing of electronic components, instruments, jewelry, games, toys, and pharmaceuticals; cold storage plant; meat processing plant; motion picture production studio; furniture manufacturing or assembly facilities; and other similar uses. (1960 Compilation § 26-109; amd. Ord. 78-19; Ord. 80-20; Ord. 82-29; Ord. 87-3; Ord. 89-15; Ord. 91-2; Ord. 93-8; Ord. 97-15)~~

ORDINANCE 2023-04

**AN ORDINANCE AMENDING TITLE 10, CHAPTER 10, ARTICLE E
“INDUSTRIAL E 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 March 7, 2023, which notice advertised the public hearing to be held at the Council Meeting on April 4, 2023, and an additional opportunity to discuss the proposed amendments with the Planning and Zoning Board at their March 14, 2023 meeting;

WHEREAS, a public hearing was held on April 4, 2023, before the City Council, as advertised, at which meeting the City Council heard comments from all persons wishing to speak for or against the proposed ordinance, and considered the Planning and Zoning Board recommendation;

WHEREAS, the Planning and Zoning Board recommends approval of the amendments 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 E “Industrial E Districts”, 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: 4/4/2023

PASSED ON SECOND READING: _____

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

Matt Hall, Mayor

ATTEST:

Cynthia Baker, Administrative Services Officer

ARTICLE E. INDUSTRIAL E DISTRICTS

10-10E-1: USES PERMITTED:

No building or land shall be used and no building erected or structurally altered within an Industrial E District unless otherwise permitted herein, except for ~~one (1) or more of~~ the following uses:

- A. Subject to 10-10E-2, ~~A~~any use permitted in the D-3 Districts under 10-10C-2, except residential uses.
- B. Subject to 10-10E-2, ~~A~~airports; feed manufacturing; pressure treating of wood products; wireless communication facilities; ~~and, O~~other similar uses, not herein named, that are not more objectionable or hazardous ~~may be permitted~~.

~~Certain uses, otherwise permitted in this zone, are prohibited in the Airport Overlay Zone: towers, stable flammable liquid storage and liquefied petroleum gas storage.~~ (1960 Compilation § 26-110; amd. Ord. 80-20; Ord. 82-29; Ord. 87-3; Ord. 93-8; Ord. 99-2; Ord. 2017-10, 4-13-2017)

10-10E-2: ~~PROHIBITED~~ CONDITIONAL USES:

- A. Use ~~is~~ and accessory uses which include specifically prohibited within an E District for the bulk storage and/or handling of explosives, caustics, oxidizers, unstable flammable liquids, or toxic or hazardous materials or substances, shall be deemed Conditional Uses, subject to the provisions of section 10-4-1, Conditional Uses. For the purposes of this provision, "bulk" shall mean quantities of such hazardous materials that would cause the activity to be classified as a "High Hazard Group H Occupancy", pursuant to the International Building Code (see IBC Section 307.1). (1960 Compilation § 26-110; amd. Ord. 80-20; Ord. 82-29; Ord. 87-3; Ord. 93-8; Ord. 99-2)
- B. Uses listed under 10-10E-1 that are anticipated to have regular and ongoing air quality, odor, or groundwater quality impacts, shall be deemed Conditional Uses, subject to the provisions of section 10-14-1, Conditional Uses. For purposes of this provision, regular and ongoing, shall mean a component of the use that occurs as part of the normal operational activities on the property. Air quality impact shall mean any situation that triggers a WY DEQ air quality operating permit, or that involves the airborne discharge of heat, fumes, spray, gas or smoke in such quantities so as to be irritating or injurious to the health or safety of persons or properties located outside of the site boundaries. Odor impact shall include any substance that is anticipated to travel beyond the site boundary and cause a smell easily distinguished by occupants of other properties, other than those resulting from the operation of a motor vehicle. Groundwater quality shall mean any potential contamination to groundwater, other than registered and permitted stormwater facilities permitted by WY DEQ and/or installed pursuant to the City of Cody Stormwater Management Policy.

10-10E-3: ARCHITECTURE AND LANDSCAPING:

All structures within the district shall be architecturally compatible. Architectural and landscaping plans shall be submitted to the Planning and Zoning Commission for approval. Architectural and landscaping details shall be maintained as shown by the approved plans; ~~p~~Provided, ~~however~~, this section shall not apply to any property situated within the boundaries of

the Yellowstone Regional Airport (YRA) that will be utilized by the airport, or their lessee, primarily for airport operations and/or aviation purposes (e.g. terminal, hangers, flight instruction services), unless located within an Entry Corridor Overlay zone. This exemption to the architectural and landscaping plan review does not supersede the site plan review required pursuant to section 9-2-3, or other reviews required pursuant to this code (e.g., parking plans). (1960 Compilation § 26-110; amd. Ord. 80-20; Ord. 82-29, Ord. 87-3; Ord. 93-8; Ord. 99-2)

ORDINANCE 2023-05

**AN ORDINANCE AMENDING TITLE 10, CHAPTER 10, ARTICLE F
“HEAVY INDUSTRIAL 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 March 7, 2023, which notice advertised the public hearing to be held at the Council Meeting on April 4, 2023, and an additional opportunity to discuss the proposed amendments with the Planning and Zoning Board at their March 14, 2023 meeting;

WHEREAS, a public hearing was held on April 4, 2023, before the City Council, as advertised, at which meeting the City Council heard comments from all persons wishing to speak for or against the proposed ordinance, and considered the Planning and Zoning Board recommendation;

WHEREAS, the Planning and Zoning Board recommends approval of the amendments 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 F “Heavy Industrial Districts”, 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: 4/4/2023

PASSED ON SECOND READING: _____

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

Matt Hall, Mayor

ATTEST:

Cynthia Baker, Administrative Services Officer

ARTICLE F. HEAVY INDUSTRIAL DISTRICTS

10-10F-1: PURPOSE:

The purpose of the Heavy Industrial Zoning District is to maintain and preserve an area for intensive industrial uses that are best operated in isolation from other less intensive land uses, due to potential environmental hazards and/or production of odors, dust, noise, vibration, heavy truck traffic or other impacts detectable beyond the property. Industrial uses include, but are not limited to, those that produce goods from extracted and raw materials or from recyclable or previously prepared materials, including the design, storage, and handling of these products and the materials from which they are produced. (Ord. 2013-18, 1-21-2014)

10-10F-2: PERMITTED AND CONDITIONAL USES:

A. Permitted Uses: The permitted uses in the Heavy Industrial Zoning District are:

1. Subject to 10-10F-2(B), ~~All~~ uses permitted in the D-3 Zoning District; except residential uses, lodging facilities, healthcare facilities, and public schools.
 2. Caretaker/watchmen living quarters when accessory to and within an industrial or commercial building.
 3. Subject to 10-10F-2(B), ~~Int~~ensive industrial uses, including, but not limited to: ammunition manufacturing, asphalt plants, bulk storage tanks and stockpiles, concrete plants, explosive manufacturing and storage, feed and fertilizer manufacturing, manufacturing of gypsum products, hazardous material storage and handling, hazardous waste recycling and treatment (not disposal), industrial and commercial composting, pharmaceutical manufacturing plants, railroad and freight terminals, recycling processing plants, refineries, rock quarrying and processing, sewage treatment plants and lagoons, slaughterhouses ~~(see also title 4, chapter 5 of this Code)~~, solid waste transfer stations, wrecking yards, and uses determined by the Planning and Zoning Board to be similar in character and intensity.
 4. Motorized vehicle racing tracks.
 5. Subject to 10-10F-2(B), ~~Oil~~ field services and other mining related industries.
 6. Sexually oriented businesses, subject to all regulations set forth in title 3, chapter 6 of this Code.
- ~~Wireless communication facilities~~. (Ord. 2013-18, 1-21-2014; amd. Ord. 2017-10, 4-13-2017)

B. Conditional Uses: Uses listed under 10-10F-2(A) that are anticipated to have regular and ongoing air quality, odor, or groundwater quality impacts, shall be deemed Conditional Uses, subject to the provisions of section 10-14-1, Conditional Uses. For purposes of this provision, regular and ongoing, shall mean a component of the use that occurs as part of the normal operational activities on the property. Air quality impact shall mean any situation that triggers a WY DEQ air quality operating permit, or that involves the airborne discharge of heat, fumes, spray, gas or smoke in such quantities so as to be irritating or injurious to the health or safety of persons or properties located outside of the site boundaries. Odor impact shall include any substance that is anticipated to travel beyond the site boundary and cause a smell easily distinguished by occupants of other properties, other than those resulting from the operation of a motor vehicle. Groundwater quality shall mean any potential contamination to groundwater, other than registered and permitted stormwater facilities

permitted by WY DEQ and/or installed pursuant to the City of Cody Stormwater Management Policy.

10-10F-3: MINIMUM DISTRICT SIZE:

The minimum size of any Heavy Industrial Zoning District shall be twenty (20) contiguous acres. (Ord. 2013-18, 1-21-2014)

10-10F-4: MINIMUM LOT SIZE:

There is no minimum lot size in the Heavy Industrial Zoning District. (Ord. 2013-18, 1-21-2014)

10-10F-5: HEIGHT LIMITATION:

Maximum building and structure height is one hundred feet (100'), with any exception to be considered through the special exemption process. (Ord. 2013-18, 1-21-2014)

10-10F-6: YARDS:

Each building and structure shall observe the following minimum setbacks:

- A. Setback from public streets: Twenty five feet (25') from the street right-of-way.
- B. Interior property lines: Zero feet (0'), but not on or across lot lines.
- C. Abutting Residential Zoning Districts (AA, A, B, C, F-1, F-2, RR and County R-H):

Twenty five feet (25'). (Ord. 2013-18, 1-21-2014)

10-10F-7: BUFFER ZONE:

When development occurs in the Heavy Industrial Zoning District adjacent to a Residential District (AA, A, B, C, F-1, F-2, RR and County R-H) there shall be provided on the heavy industrial property along such residential district a buffer zone with a visual screen; provided the Planning and Zoning Board may waive such requirement, or portion thereof, when they determine the buffer and/or visual screen will not be effective due to topographic features between the proposed use and adjacent residential area. (Ord. 2013-18, 1-21-2014)

10-10F-8: DISTRICT REGULATIONS:

Uses established or conducted within this district shall comply with the following standards:

A. Compliance With State, Federal And Local Requirements: Evidence of compliance with applicable State, Federal, and Local permitting requirements shall be provided with all applications for new or expanded intensive industrial uses in the following manner. An outline of necessary State, Federal, and Local permits for the proposed use and the status of those applications shall be provided by the applicant for the Planning and Zoning Board site plan review outlined in section [10-10F-9](#) of this article. Potential permits will typically relate to air quality, stormwater, and hazardous waste storage and handling. All such required permits shall be obtained prior to issuance of a certificate of occupancy, or as otherwise directed by the Planning and Zoning Board.

B. Emergency Response Plans: All intensive industrial uses shall submit emergency response plans to the Park County Fire Marshal for review and approval prior to receiving a certificate of occupancy and conducting such operations.

C. Sound Level: The day-night average sound level (Ldn), measured at the property line, shall not exceed fifty five (55) decibels (dB) where the adjacent property is zoned residential (AA, A, B, C, F-1, F-2, RR, and County R-H) or sixty five (65) decibels (dB) where the adjacent property

is zoned commercial, industrial, or agricultural; provided, the board may authorize a louder threshold when a sound easement is granted by the owner(s) of the property where the sound threshold would be exceeded. The board may require sound testing to verify compliance at the time a new or expanded use is established.

D. Landscaping And Screening: New uses, and existing uses which expand in building size or outdoor use area by more than fifty percent (50%), shall be provided with landscaping near the entrance to the property and/or building and along any collector or arterial street frontage, in the following manner:

1. Provide a landscaped area at least two hundred (200) square feet in size near the property entrance and/or building and include vegetation such as decorative grasses, planted trees, shrubs, flowers, lawn, or ground cover. Incorporating the business signage into the landscaped area is encouraged.

2. Provide landscaping along any collector or arterial street frontage, consisting of a minimum of one (1) tree per fifty (50) linear feet of such frontage (rounded to the nearest whole number) and decorative rock or ground cover at each tree. Provided, the Planning and Zoning Board may consider alternative landscaping methods when tree placement cannot occur due to the restrictions of title 7, chapter 4 of this Code.

3. Required landscaped areas shall be watered and maintained, with replacement of dead vegetation as needed so that at least ninety percent (90%) of the trees and ninety percent (90%) of the other landscape vegetation initially required are living.

E. Height Of Open Storage: Storage of materials outside of buildings or containers shall be no higher than eight feet (8') plus one foot (1') in height for every additional two feet (2') of setback from a property line.

F. View Obscuring Barriers: When the use of the property is a wrecking yard or similar use that stockpiles scrap or junk materials, site screening fences up to eight feet (8') tall and/or additional landscaping sufficient to form a view obscuring barrier shall be provided to screen those activities from major roads and residential areas. (Ord. 2013-18, 1-21-2014)

10-10F-9: SITE PLAN REVIEW:

As required by this Code, all new or expanded development in the Heavy Industrial Zoning District shall be subject to site plan review by the Planning, Zoning, and Adjustment Board prior to issuance of any building permit or establishment of such use. [If a conditional use permit review is required, the site plan review shall be combined with the conditional use permit process.](#) The board shall review the site plan for the following:

- A. Compliance with the specific provisions of this title.

- B. General site plan conditions and layout, including access and traffic flow (as related to public safety), commercial signage, parking, landscaping, lighting, site grading, stormwater facilities, and utilities. Consideration of adjacent uses shall be made in respect to the location of specific activities within the site, so as to reduce any potential conflicts from odors, dust, noise, vibration, glare, visual impacts, and stormwater runoff.

- C. Assurance of compliance with applicable State and Federal safety and environmental standards pertaining to hazardous materials.

The board may specify conditions as necessary to ensure compliance with applicable standards. The issuance of a development permit shall be contingent upon the applicant receiving an

affirmative vote from the majority of the board that the applicant has satisfied the above requirements. (Ord. 2013-18, 1-21-2014)