

# City of Cody City Council

Tuesday, July 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

## 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: Minutes from July 5, 2023 and July 11, 2023
- b. Approve Vouchers and Payroll in the amount of \$952,488.77.
- c. Approve a request from Cody High School Student Council to use Beck Lake Park on Monday, September 18, 2023 for the Homecoming Bon Fire, to close Sheridan Avenue from 9<sup>th</sup> to 14<sup>th</sup> Street, Rumsey Ave 13<sup>th</sup> to 15<sup>th</sup> Street and 14<sup>th</sup> Street from Sheridan to Salsbury Ave. for the Homecoming Parade on Friday, September 22, 2023 at 2:15p.m., parade at 2:30 p.m. and reopen at 3:00 p.m., contingent upon approval from WYDOT.
- d. Authorize the Mayor to enter into and sign an agreement between the City of Cody and Park County School District #6 in reference to the School Resource Officer.

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

## 3. Public Hearings

- a. A Public Hearing to consider if it is in the public's interest to consider a new application for a Retail Liquor License to Yellowstone Regional Airport, pursuant to WY State Statute 12-4-201 enacted July 1, 2021 located at 2101 Roger Sedam Drive for the license period ending 7/31/2024.
- b. A Public Hearing to consider if it is in the public's interest to consider a new application for a Bar & Grill Liquor License to Local Hospitality LLC located at 1124 13<sup>th</sup> Street for the license period ending 7/31/2024.

4. Conduct of Business

- a. Consider issuing a Retail Liquor License to Yellowstone Regional Airport, pursuant to WY State Statute 12-4-201 enacted July 1, 2021 located at 2101 Roger Sedam Drive for the license period ending 7/31/2024.

Staff Reference: Cindy Baker, Administrative Services Officer

- b. Consider issuing Bar & Grill Liquor License to Local Hospitality LLC located at 1124 13<sup>th</sup> Street for the license period ending 7/31/2024 contingent upon receipt of valid food service permit from the Department of Ag.

Staff Reference: Cindy Baker, Administrative Services Officer

- c. Consider approval of a preliminary Plat for the Khan Unit Development Subdivision – a 3-lot commercial subdivision at 209 Yellowstone Ave with associated variances and conditions of approval.

Staff Reference: Todd Stowell, City Planner

- d. Consider approval of a Final Plat for the Case a Minor Subdivision, a 3-lot subdivision at 1420 Meadow Lane Ave. subject to conditions of approval.

Staff Reference: Todd Stowell, City Planner

- e. Consider approval of the ARPA Grant Agreement for Grant ARPA-WS-114 with the State Loan and Investment Board for the Tree Streets Waterline Replacement Project and authorize the Mayor and/or Public Works Director to sign all associated documents.

Staff Reference: Phillip Bowman, Public Works Director

- f. Ordinance 2023-08 First Reading  
An Ordinance Amending Title 4, Chapter 4, Article 1 and Article III of the City of Cody Municipal Code.

Staff Reference: Phillip Bowman, Public Works Director

- g. Ordinance 2023-09 First Reading  
An Ordinance Amending Title 8, Chapter 3, Article 1, of the City of Cody Municipal Code.

Staff Reference: Phillip Bowman, Public Works Director

5. Tabled Items

6. Matters from Staff Members

7. Matters from Council Members

8. Adjournment

**Upcoming Meetings:**

**July 25, 2023 – Work Session 5:30 p.m.**

**August 1, 2023 – Council Meeting 7:00 p.m.**

**August 8, 2023 – Work Session 5:30 p.m.**

.

**City of Cody  
Council Proceedings  
Tuesday, July 5, 2023**

A special meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, July 5, 2023 at 7:00 p.m.

Present: Mayor Hall, Council Members Lee Ann Reiter, Don F. Shreve Jr., Andy Quick, Emily Swett and City Attorney Scott Kolpitzke, City Administrator Barry Cook, and Cindy Baker, Administrative Services Officer.

Absent: Council Member Kelly Tamblyn and Jerry Fritz

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

Council Member Quick made a motion seconded by Council Member Reiter to approve the Consent Calendar as amended which included Regular Minutes from June 20, 2023 approve Vouchers and Payroll in the amount of \$1,540,800.50. authorize the Mayor to enter into and sign the maintenance and support agreement between the City of Cody and Caselle, Inc., contingent upon review and approval by the City Attorney and accept the bid from Casper Tin Shop for the HVAC system replacement at City Hall/Nichol Mall in the amount of \$127,585.00 pending confirmation of completed SAM registration. Vote was unanimous.

Council Member Swett made a motion seconded by Council Member Quick to approval of a Quit Claim Deed and Right-of-Way Easement to transfer property and easement rights to the Transportation Commission of Wyoming at the intersection of Blackburn Street and Big Horn Ave. Vote was unanimous.

**Resolution 2023-13**

A Resolution authorizing submission of an application for federal funding through the Transportation Alternative Program (TAP) administered by the Wyoming Department of Transportation (WYDOT). Council Member Reiter made a motion seconded by Council Member Shreve to approve Resolution 2013-13. Vote was unanimous.

At 7:15 p.m. Council Member Swett made a motion seconded by Council Member Quick to enter into an Executive Session pursuant to W.S. 16-4-405(a)(ix). Vote was unanimous. At 8:45 p.m. Council Member Shreve made a motion seconded by Council Member Reiter to exit the Executive Session. Vote was unanimous. No action was taken.

Mayor Hall adjourned the meeting at 8:45 p.m.

---

Mayor Matt Hall

---

Cindy Baker, Administrative Services Officer

**City of Cody**  
**Council Proceedings**  
**Tuesday, July 11, 2023**

A special meeting of the Cody City Council was held in Council Chambers of Cody City Hall on Tuesday, July 11, 2023 at 5:30 p.m.

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

Absent: None

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

Hans Odde, Park County First Deputy Clerk provided the Governing Body with the proposed Reappointment of Ward Boundaries for the municipality. Staff was directed to proceed with creating an ordinance to present for consideration at a future meeting.

The Governing Body discussed staffing needs (grant administration, contract management etc.). Staff was provided with direction on how to proceed and will bring back to the Governing Body at a future work session.

The Governing Body discussed City Sponsored Events and a committee comprising of Admin Liaison Council Members and City Staff will look into this topic further and bring back to the Governing Body at a future work session.

The Governing Body reviewed the proposed Mentock Park Splash Pad restroom & Shelter Design. Staff was provided with direction on how to proceed.

Phillip Bowman, Public Works Director provided the Governing Body with an update on the Tree Streets Waterline Replacement Project - SLIB Grant Agreement and associated FY 2024 Budget Amendment. An Agreement will be presented at a future council meeting for consideration.

The following Council Members gave updates on committees and/or Boards they were appointed to. YCAN Committee - Council Member Tamblyn, Administrative Services Liaison Update – Council Members Shreve and Quick, Contractors’ Board and Cody Country Chamber Board – Council Member Reiter.

Mayor Hall adjourned the Work Session at 6:42 p.m.

---

Cynthia D Baker  
Administrative Services Officer

---

Matt Hall  
Mayor



Report Criteria:

Invoice.Detail.Input date = 07/11/2023

Invoice.Batch = {NOT LIKE} "1"

Secondary Name	Invoice	Description	Invoice Date	Total Cost
<b>AMERICAN FAMILY LIFE ASSUR (550)</b>				
	144719	AFLAC PREMIUM	07/10/2023	2,139.68
Total :				2,139.68
Total AMERICAN FAMILY LIFE ASSUR (550):				2,139.68
<b>AMERICAN PUBLIC POWER ASSOCIATION (610)</b>				
	152808	ANNUAL APPA DUES	05/02/2023	6,944.39
Total :				6,944.39
Total AMERICAN PUBLIC POWER ASSOCIATION (610):				6,944.39
<b>AMERICAN WELDING &amp; GAS, INC. (128592)</b>				
	9426667	CARBON DIOXIDE/CYLINDER RENTAL	06/30/2023	38.14
Total :				38.14
Total AMERICAN WELDING & GAS, INC. (128592):				38.14
<b>BAGNELL, PAULETTE A (133196)</b>				
	7052023	RESTITUTION ON MC-2301-012	07/05/2023	100.00
Total :				100.00
Total BAGNELL, PAULETTE A (133196):				100.00
<b>BAILEY ENTERPRISES INCORPORATED (130546)</b>				
	7470775	Fuel	06/30/2023	82.78
	7470775	Fuel	06/30/2023	1,066.20
	7470775	Fuel	06/30/2023	248.92
	7470775	Fuel	06/30/2023	82.97
	7470775	Fuel	06/30/2023	3,443.35
	7470775	Fuel	06/30/2023	248.92
	7470775	Fuel	06/30/2023	124.46
	7470775	Fuel	06/30/2023	138.05
	7470775	Fuel	06/30/2023	1,551.17
	7470775	Fuel	06/30/2023	561.81
	7470775	Fuel	06/30/2023	336.34
	7470775	Fuel	06/30/2023	228.10
	7470775	Fuel	06/30/2023	213.92
	7470775	Fuel	06/30/2023	201.59
	7470775	Fuel	06/30/2023	30.14
	7470775	Fuel	06/30/2023	90.05
	7470775	Fuel	06/30/2023	60.27
	7470775	Fuel	06/30/2023	1,922.33
	7470775	Fuel	06/30/2023	250.02
	7470775	Fuel	06/30/2023	1,563.49
	7470775	Fuel	06/30/2023	864.26
	7470775	Fuel	06/30/2023	20.56
	7470775	Fuel	06/30/2023	5.14
	7470775	Fuel	06/30/2023	10.28
	7470775	Fuel	06/30/2023	15.42

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	7470775	Fuel	06/30/2023	31.51
	7470775	Fuel	06/30/2023	6,026.37
	7470775	Fuel	06/30/2023	1,941.73
	7470775	Fuel	06/30/2023	489.97
	7470775	Fuel	06/30/2023	148.41
	7470775	Fuel	06/30/2023	173.76
	7470775	Fuel	06/30/2023	31.51
	7470775	Fuel	06/30/2023	654.88
	7470775	Fuel	06/30/2023	504.92
	7470775	Fuel	06/30/2023	31.51
	7470775	Fuel	06/30/2023	325.72
	7470775	Fuel	06/30/2023	130.25
	7470775	Fuel	06/30/2023	606.47
	7470775	Fuel	06/30/2023	2,325.11
Total :				26,782.66
Total BAILEY ENTERPRISES INCORPORATED (130546):				26,782.66
<b>BICYCLE RIDES NORTHWEST (133261)</b>				
JIM MOORE	53.1022.10	HYDRANT METER DEPOSIT REFUND	06/23/2023	493.55
Total :				493.55
Total BICYCLE RIDES NORTHWEST (133261):				493.55
<b>BIG CO (1190)</b>				
BIG HORN REDI-MIX, INC	386290	BEDDING GRAVEL	06/20/2023	50.00
BIG HORN REDI-MIX, INC	386290	BEDDING GRAVEL	06/20/2023	50.00
Total :				100.00
Total BIG CO (1190):				100.00
<b>BIG HORN PAINT (133119)</b>				
SHEARER PAINTING LLC	SKH42	NICHOL MALL SUITE A PAINT	06/27/2023	344.99
Total :				344.99
Total BIG HORN PAINT (133119):				344.99
<b>BIG HORN TREE AND SHRUB CARE LLC (130032)</b>				
	3604	ROOT FEED TREES AT REC CENTER	04/12/2023	200.00
Total :				200.00
Total BIG HORN TREE AND SHRUB CARE LLC (130032):				200.00
<b>BLATT, TIMOTHY J (133264)</b>				
BLATT LAW FIRM	6302023	ALTERNATE CITY ATTORNEY - MC-2207-060 AND MC-2210-022	06/30/2023	931.00
Total :				931.00
Total BLATT, TIMOTHY J (133264):				931.00
<b>BORDER STATES INDUSTRIES, INC (1420)</b>				
	926550946	10' CROSS ARM	06/28/2023	1,782.80
	926568980	CROSS ARMS	06/30/2023	1,735.28

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	926586310	CROSS ARMS AND H-TAPS	07/06/2023	2,198.61
Total :				5,716.69
Total BORDER STATES INDUSTRIES, INC (1420):				5,716.69
<b>BOWEN COLLINS &amp; ASSOCIATES (133081)</b>				
	31807	PHASE 1 OF THE STORM DRAIN MASTER PLAN	06/19/2023	22,921.96
	31825	PHASE 1 OF THE STORM DRAIN MASTER PLAN	07/05/2023	15,309.69
Total :				38,231.65
Total BOWEN COLLINS & ASSOCIATES (133081):				38,231.65
<b>CAIN, CANDY (133262)</b>				
	4.1220.32	UTILITY DEPOSIT REFUND	06/28/2023	221.15
Total :				221.15
Total CAIN, CANDY (133262):				221.15
<b>CARQUEST AUTO PARTS (10200)</b>				
	2874-IC-475122	return battery A17	06/09/2023	193.50-
	2874-ID-474922	AC oil and accumulator A104	06/06/2023	30.58
	2874-ID-475023	belt I06	06/07/2023	40.25
	2874-ID-475120	battery A17	06/09/2023	193.50
	2874-ID-475123	battery A17	06/09/2023	171.50
	2874-ID-475321	adapter B44	06/13/2023	12.34
	2874-ID-475359	filter E04	06/13/2023	32.54
	2874-ID-475925	brakes and filter B26	06/22/2023	44.86
	2874-ID-475967	rotor B26	06/23/2023	158.58
Total :				490.65
Total CARQUEST AUTO PARTS (10200):				490.65
<b>CITY OF CODY 1 (2261)</b>				
PETTY CASH REIMBURSEMENT - CIT	06302023	CARDS	06/30/2023	16.57
PETTY CASH REIMBURSEMENT - CIT	06302023	NEW PLATE FOR MAINTENANCE VEHICLE	06/30/2023	10.00
PETTY CASH REIMBURSEMENT - CIT	06302023	MONEY ORDER FEES FOR PLATES	06/30/2023	1.75
PETTY CASH REIMBURSEMENT - CIT	06302023	NEW PLATE FOR SANITATION	06/30/2023	10.00
PETTY CASH REIMBURSEMENT - CIT	06302023	MONEY ORDER FEES FOR PLATES	06/30/2023	1.75
PETTY CASH REIMBURSEMENT - CIT	06302023	TITLE FEE FOR SANITATION VEHICLE	06/30/2023	15.00
Total :				55.07
Total CITY OF CODY 1 (2261):				55.07
<b>CITY OF CODY 2 (127400)</b>				
	7012023	PEACE OFFICER ID RENEWAL	07/01/2023	10.00
	7012023	ALCOHOL COMPLIANCE CHECKS	07/01/2023	3.50
Total :				13.50
Total CITY OF CODY 2 (127400):				13.50
<b>CIVICPLUS LLC (133221)</b>				
	265981	MOBILE APP AND CHATBOT CONFIGURATION	07/01/2023	6,000.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	265982	CHATBOT AND CIVICMOBILE WEBSITE APPLICATIONS	07/01/2023	12,495.00
Total :				18,495.00
Total CIVICPLUS LLC (133221):				18,495.00
<b>CLEARGOV INC (133259)</b>				
	2023-12823	BUDGET SOFTWARE LICENSING	07/01/2023	124.43
	2023-12823	BUDGET SOFTWARE LICENSING	07/01/2023	456.23
	2023-12823	BUDGET SOFTWARE LICENSING	07/01/2023	82.95
	2023-12823	BUDGET SOFTWARE LICENSING	07/01/2023	41.48
	2023-12823	BUDGET SOFTWARE LICENSING	07/01/2023	41.48
	2023-12823	BUDGET SOFTWARE LICENSING	07/01/2023	373.28
	2023-12823	BUDGET SOFTWARE LICENSING	07/01/2023	124.43
	2023-12823	BUDGET SOFTWARE LICENSING	07/01/2023	82.95
	2023-12823	BUDGET SOFTWARE LICENSING	07/01/2023	41.48
	2023-12823	BUDGET SOFTWARE LICENSING	07/01/2023	290.33
	2023-12823	BUDGET SOFTWARE LICENSING	07/01/2023	663.60
	2023-12823	BUDGET SOFTWARE LICENSING	07/01/2023	497.70
	2023-12823	BUDGET SOFTWARE LICENSING	07/01/2023	1,327.16
Total :				4,147.50
Total CLEARGOV INC (133259):				4,147.50
<b>COE CONSTRUCTION (131421)</b>				
	85	REPLACE UNSAFE WALKWAY FOR ART LEAGUE ENTRANCE	06/29/2023	8,000.00
Total :				8,000.00
Total COE CONSTRUCTION (131421):				8,000.00
<b>COPENHAVER KITCHEN KOLPITCKE LLC (3140)</b>				
	47784	Legal Services	07/02/2023	3,108.56
	47784	Legal Services	07/02/2023	345.40
	47784	Legal Services	07/02/2023	690.79
	47784	Legal Services	07/02/2023	690.79
	47784	Legal Services	07/02/2023	690.79
	47784	Legal Services	07/02/2023	690.79
	47784	Legal Services	07/02/2023	690.80
Total :				6,907.92
Total COPENHAVER KITCHEN KOLPITCKE LLC (3140):				6,907.92
<b>CROELL INC (133102)</b>				
	3732	PATCH 17TH, WYOMING AND CIRCLE DR	06/29/2023	1,883.60
	3740	PATCHING CANYON AND CHIP AREA	06/30/2023	13,435.10
	3786	PATCHING CHIP AREA	07/07/2023	1,802.56
	747251	SAND SLURRY FOR CITY BREW BREAK	06/30/2023	608.00
Total :				17,729.26
Total CROELL INC (133102):				17,729.26
<b>ENERGY LABORATORIES, INC (4120)</b>				
DEPARTMENT 6250	562157	COLIFORM TESTING	06/30/2023	165.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				165.00
Total ENERGY LABORATORIES, INC (4120):				165.00
<b>ENGINEERING ASSOCIATES (4140)</b>				
	4306079	PROJECT 14111-04 WWTF PHASE 2	06/23/2023	1,037.21
	4306080	ENGINEERING SERVICES - 26TH STREET & HOLLER AVENUE RAW WATER EXTENSION	06/23/2023	877.95
	4306135	ENGINEERING SERVICES - 2022 TREATED WATER MODELING	06/26/2023	1,007.00
Total :				2,922.16
Total ENGINEERING ASSOCIATES (4140):				2,922.16
<b>ENNIST III, ROBERT F (131798)</b>				
BIG HORN FOOD SERVICES	2060	CLEANING SUPPLIES	06/27/2023	541.93
BIG HORN FOOD SERVICES	2194	JANITORIAL SUPPLIES	07/06/2023	888.10
Total :				1,430.03
Total ENNIST III, ROBERT F (131798):				1,430.03
<b>EXPRESS SERVICES INC (132433)</b>				
	29245975	CONTRACT EMPLOYMENT SERVICES - SEASONAL PARKS WORKER	06/28/2023	2,518.88
	29278344	CONTRACT EMPLOYMENT SERVICES - SEASONAL PARKS WORKER	07/05/2023	2,409.68
Total :				4,928.56
Total EXPRESS SERVICES INC (132433):				4,928.56
<b>FEELEY, HEATHER (133267)</b>				
	13.2160.15	REFUND CREDIT BALANCE	06/27/2023	315.16
Total :				315.16
Total FEELEY, HEATHER (133267):				315.16
<b>FERGUSON WATERWORKS (127653)</b>				
	1432250	METER ASSEMBLY GASKETS	06/13/2023	99.52
	1434188	SENSUS HANDHELD REPAIRS	06/15/2023	286.96
	1434188	SENSUS HANDHELD REPAIRS	06/15/2023	286.96
	1434531	3/4" CHECK VALVES	06/15/2023	3,430.20
Total :				4,103.64
Total FERGUSON WATERWORKS (127653):				4,103.64
<b>FIRE DISTRICT #2 (131409)</b>				
	BLD-0623-0003	1318 29TH ST	06/07/2023	151.00
	BLD-0623-0014	2921 BIG HORN AVE	06/14/2023	20.00
Total :				171.00
Total FIRE DISTRICT #2 (131409):				171.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
<b>FRANCK, STEVEN (133111)</b>				
OFF GRID INSPECTIONS	009	ELECTRICAL INSPECTION SERVICES JUNE 2023	06/29/2023	2,150.00
Total :				2,150.00
Total FRANCK, STEVEN (133111):				2,150.00
<b>FREMAREK INC (132905)</b>				
MID-AMERICAN RESEARCH CHEMICA	0794263-IN	ANT AND INSECT SPRAY	06/28/2023	121.00
MID-AMERICAN RESEARCH CHEMICA	0794263-IN	POOL CHEMICALS AND REAGENTS	06/28/2023	64.32
MID-AMERICAN RESEARCH CHEMICA	0794263-IN	POOL CHEMICALS AND REAGENTS	06/28/2023	64.32
Total :				249.64
Total FREMAREK INC (132905):				249.64
<b>FREMONT BEVERAGES POWELL (133271)</b>				
	1399072645	DRINKS FOR RUNNER'S STAMPEDE	06/20/2023	46.00
	1399072645	DRINKS FOR RUNNER'S STAMPEDE	06/20/2023	46.00
Total :				92.00
Total FREMONT BEVERAGES POWELL (133271):				92.00
<b>GEIKEN, RICK (133263)</b>				
	17.7630.41	UTILITY DEPOSIT REFUND	06/30/2023	120.42
Total :				120.42
Total GEIKEN, RICK (133263):				120.42
<b>GEM FITNESS INC (127727)</b>				
BETTER BODY FITNESS	18955	MAINTENANCE ON FITNESS EQUIPMENT	06/30/2023	763.19
Total :				763.19
Total GEM FITNESS INC (127727):				763.19
<b>H B I INSURANCE (12306)</b>				
	3921	ADMIN SERVICES OFFICER BOND	06/30/2023	100.00
Total :				100.00
Total H B I INSURANCE (12306):				100.00
<b>HDR ENGINEERING INC (133080)</b>				
	1200536970	ELECTRIC SHOP AND FACILITIES MASTER PLAN	07/10/2023	3,356.39
Total :				3,356.39
Total HDR ENGINEERING INC (133080):				3,356.39
<b>INFORMATICS HOLDINGS INC (133270)</b>				
WASP BARCODE TECHNOLOGIES	65379	WASP ASSET MANAGEMENT PROGRAM	02/28/2023	2,495.00
Total :				2,495.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total INFORMATICS HOLDINGS INC (133270):				2,495.00
<b>JOHNSON, DWAYNE (133260)</b>				
	56142758	REC CENTER REFUND	06/29/2023	42.25
Total :				42.25
Total JOHNSON, DWAYNE (133260):				42.25
<b>KOLLER, KATINA (133269)</b>				
	7052023	RESTITUTION MC-2304-031	07/05/2023	660.91
Total :				660.91
Total KOLLER, KATINA (133269):				660.91
<b>LABAN HARVEST LLC (133169)</b>				
DBA NO SPOT LEFT BEHIND	062023	CUSTODIAL SERVICES	06/30/2023	1,824.48
DBA NO SPOT LEFT BEHIND	062023	CUSTODIAL SERVICES	06/30/2023	1,824.48
DBA NO SPOT LEFT BEHIND	062023	CUSTODIAL SERVICES	06/30/2023	1,824.48
Total :				5,473.44
Total LABAN HARVEST LLC (133169):				5,473.44
<b>LARAMIE PUBLIC ART COALITION (133079)</b>				
	6302023	CONSULTING - PUBLIC ART PLAN	06/30/2023	5,000.00
Total :				5,000.00
Total LARAMIE PUBLIC ART COALITION (133079):				5,000.00
<b>LEADSONLINE (131897)</b>				
	405500	ANNUAL SUBSCRIPTION	06/15/2023	2,613.00
Total :				2,613.00
Total LEADSONLINE (131897):				2,613.00
<b>LEROUX, INC (1400)</b>				
BOONES MACHINE SHOP/YANKEE CA	42694	LIFT RENTAL TO INSTALL BAND SHELL SOUND EQUIPMENT	06/19/2023	455.00
BOONES MACHINE SHOP/YANKEE CA	42927	TRACK HOE RENTAL FOR RIVER ACCESS BREAK	06/30/2023	2,106.82
Total :				2,561.82
Total LEROUX, INC (1400):				2,561.82
<b>LEWIS CONSTRUCTION (132590)</b>				
	53.1018.10	HYDRANT METER DEPOSIT REFUND	06/30/2023	466.13
Total :				466.13
Total LEWIS CONSTRUCTION (132590):				466.13
<b>LIPPS, SHEILA F (132858)</b>				
APPLIED GRAPHICS LLC	800	BANNER FOR CONCERTS IN THE PARK	06/30/2023	156.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				156.00
Total LIPPS, SHEILA F (132858):				156.00
<b>LIVERMORE, LORRI (133266)</b>				
	7.0940.28	REFUND CREDIT BALANCE	06/27/2023	60.37
Total :				60.37
Total LIVERMORE, LORRI (133266):				60.37
<b>MERCHANT JT&amp;S (123069)</b>				
	7538	APPRENTICE TRAINING BOOK	06/26/2023	650.00
Total :				650.00
Total MERCHANT JT&S (123069):				650.00
<b>MSPS (127866)</b>				
MOUNTAIN STATES PIPE & SUPPLY	INV26289	100 3/4" METERS	06/12/2023	15,357.88
Total :				15,357.88
Total MSPS (127866):				15,357.88
<b>NCPERS GROUP LIFE INS (125412)</b>				
C/O MEMBER BENEFITS	71123	PREMIUM	07/11/2023	368.00
Total :				368.00
Total NCPERS GROUP LIFE INS (125412):				368.00
<b>NICHOLSON, JIM (7270)</b>				
NICHOLSON DIRT CONTRACTING	2377	WEST AVE RAW WATER EXTENSION	07/07/2023	2,000.00
Total :				2,000.00
Total NICHOLSON, JIM (7270):				2,000.00
<b>NORCO, INC. (128948)</b>				
	38110351	BOTTLE RENTAL	06/30/2023	41.40
Total :				41.40
Total NORCO, INC. (128948):				41.40
<b>NORTHWEST PIPE (7400)</b>				
	7940900	HYDRANT REPAIR PARTS	06/26/2023	319.07
	7943669	HYDRANT FOR WILLOW LN	07/05/2023	3,503.25
	7945882	HYDRANT GASKETS	07/05/2023	665.58
	7950796	VALVE AND PARTS FOR 29TH ST VALVE	06/26/2023	2,924.80
	7950797	GLAND PACKS	06/26/2023	286.26
	7950801	6" SLEEVES	06/26/2023	295.56
	7951721	WEST AVE VALVE AND EXTENSIONS	06/26/2023	2,355.21
	7951721-1	WEST AVE VALVE REPLACEMENT PARTS	06/26/2023	443.34



Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				10,793.07
Total NORTHWEST PIPE (7400):				10,793.07
<b>OFFICE SHOP INC (7440)</b>				
	243007	COPIER CONTRACT - POLICE DEPARTMENT	06/27/2023	836.33
	243008	COPIER CONTRACT - CITY SHOP	06/27/2023	8.03
	243008	COPIER CONTRACT - CITY SHOP	06/27/2023	8.03
	243008	COPIER CONTRACT - CITY SHOP	06/27/2023	7.08
	243008	COPIER CONTRACT - CITY SHOP	06/27/2023	8.03
	243008	COPIER CONTRACT - CITY SHOP	06/27/2023	8.03
	243008	COPIER CONTRACT - CITY SHOP	06/27/2023	8.03
Total :				883.56
Total OFFICE SHOP INC (7440):				883.56
<b>ONIX NETWORKING CORPORATION (132516)</b>				
	SIN011110	GOOGLE WORKSPACE FOR P & Z BOARD	06/28/2023	264.60
Total :				264.60
Total ONIX NETWORKING CORPORATION (132516):				264.60
<b>PACIFIC STEEL &amp; RECYCLING (133273)</b>				
	8402431	METAL	06/20/2023	793.07
Total :				793.07
Total PACIFIC STEEL & RECYCLING (133273):				793.07
<b>PARK COUNTY (7670)</b>				
	9019	LEC CONTRACT - DISPATCH LABOR COSTS	07/01/2023	250.56
	9019	LEC CONTRACT - DISPATCH LABOR COSTS	07/01/2023	4,259.49
	9019	LEC CONTRACT - DISPATCH LABOR COSTS	07/01/2023	751.68
	9019	LEC CONTRACT - DISPATCH LABOR COSTS	07/01/2023	19,794.12
	9019	LEC CONTRACT - TECHNOLOGY SERVICES	07/01/2023	3,250.00
	9019	LEC CONTRACT - INSIDE MAINTENANCE SUPPLIES	07/01/2023	854.60
	9019	LEC CONTRACT - INSIDE MAINTENANCE LABOR	07/01/2023	2,062.43
	9019	LEC CONTRACT - OUTSIDE MAINTENANCE CREDIT	07/01/2023	208.33-
	9019	LEC CONTRACT - BUILDING INSURANCE COSTS	07/01/2023	398.92
	9019	LEC CONTRACT - UTILITIES	07/01/2023	1,187.34
Total :				32,600.81
Total PARK COUNTY (7670):				32,600.81
<b>PARK COUNTY LANDFILL (129053)</b>				
	07032023	BULK ITEM DISPOSAL FEES - JUNE 2023	07/03/2023	162.95
	07032023	LANDFILL CHARGES - JUNE 2023	07/03/2023	77,769.90
Total :				77,932.85
Total PARK COUNTY LANDFILL (129053):				77,932.85
<b>PARSON, JOSHUA D (133234)</b>				
	6272023	WITNESS FEES - MC-2303-017	06/27/2023	15.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				15.00
Total PARSON, JOSHUA D (133234):				15.00
<b>POWELL BROTHERS PRODUCTIONS (132429)</b>				
	7202023	CONCERTS IN THE PARK	07/07/2023	2,500.00
Total :				2,500.00
Total POWELL BROTHERS PRODUCTIONS (132429):				2,500.00
<b>PROVIDENT LIFE &amp; ACCIDENT INS (128033)</b>				
	71023	PREMIUMS	07/10/2023	23.40
Total :				23.40
Total PROVIDENT LIFE & ACCIDENT INS (128033):				23.40
<b>PURCHASE POWER (8240)</b>				
	06212023	POSTAGE - FINANCE/AP	06/21/2023	307.74
	06212023	POSTAGE - HUMAN RESOURCES	06/21/2023	99.78
	06212023	POSTAGE - GRANTS	06/21/2023	2.34
	06212023	POSTAGE - MUNICIPAL COURT	06/21/2023	71.40
	06212023	POSTAGE - UTILITY	06/21/2023	811.80
	06212023	POSTAGE - CITY CLERK	06/21/2023	149.64
	06212023	POSTAGE - PD	06/21/2023	54.42
	06212023	POSTAGE - REC CENTER	06/21/2023	411.60
	06212023	POSTAGE - PUBLIC WORKS	06/21/2023	58.28
	06212023	POSTAGE - PLANNING & ZONING	06/21/2023	37.80
	06212023	POSTAGE - BUILDING INSPECTION	06/21/2023	46.20
	06212023	POSTAGE REFILL	06/21/2023	20.99
Total :				2,071.99
Total PURCHASE POWER (8240):				2,071.99
<b>RANDOLPH, PRESTON A (130955)</b>				
CACTUS PRODUCTIONS LLC	1203	VIDEO SERVICE - P & Z MEETING	07/05/2023	500.00
Total :				500.00
Total RANDOLPH, PRESTON A (130955):				500.00
<b>RETTINGHOUSE, EMILY (133268)</b>				
	6/15/2023	GAS REIMBURSEMENT	06/15/2023	120.33
Total :				120.33
Total RETTINGHOUSE, EMILY (133268):				120.33
<b>ROBERTSON, LESLIE (130816)</b>				
	7052023	RESTITUTION FROM MC-2208-010	07/05/2023	200.00
Total :				200.00
Total ROBERTSON, LESLIE (130816):				200.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
<b>ROCKY MOUNTAIN FBINAA (133272)</b>				
	1046	ROCKY MOUNTAIN COMMAND COLLEGE C06 AND C07	06/26/2023	750.00
Total :				750.00
Total ROCKY MOUNTAIN FBINAA (133272):				750.00
<b>ROSE WATER AND CONSTRUCTION (132975)</b>				
	53.1002.14	HYDRANT METER DEPOSIT REFUND	06/30/2023	64.71
Total :				64.71
Total ROSE WATER AND CONSTRUCTION (132975):				64.71
<b>SABER PEST CONTROLL LLC (131183)</b>				
	E164	PEST CONTROL - ELECTRIC	07/05/2023	100.00
	P176	PEST CONTROL - PUBLIC WORKS SH	07/05/2023	60.00
	P176	PEST CONTROL - PUBLIC WORKS SH	07/05/2023	30.00
	P176	PEST CONTROL - PUBLIC WORKS SH	07/05/2023	30.00
	R175	PEST CONTROL - RECYCLING/SANITATION	07/05/2023	70.00
	W175	PEST CONTROL - WASTEWATER DEPT	07/05/2023	100.00
Total :				390.00
Total SABER PEST CONTROLL LLC (131183):				390.00
<b>SHOSHONE MUNICIPAL PIPELINE (9130)</b>				
	07012023	SMP WATER PURCHASE - JUNE 2023	07/01/2023	146,881.24
Total :				146,881.24
Total SHOSHONE MUNICIPAL PIPELINE (9130):				146,881.24
<b>STANTEC CONSULTING SERVICES INC (132890)</b>				
	2098431	GENERAL TRAFFIC ENGINEERING	06/28/2023	1,215.50
Total :				1,215.50
Total STANTEC CONSULTING SERVICES INC (132890):				1,215.50
<b>STATE LANDS &amp; INVESTMENTS OFFICE (125227)</b>				
	CW157-8	LOAN PAYMENT #8 CW157	03/15/2023	76,774.10
	CW157-8	LOAN PAYMENT #8 CW157	03/15/2023	33,637.73
Total :				110,411.83
Total STATE LANDS & INVESTMENTS OFFICE (125227):				110,411.83
<b>STEELE, MATTHEW (133265)</b>				
	14.2520.40	UTILITY DEPOSIT REFUND	07/10/2023	135.16
Total :				135.16
Total STEELE, MATTHEW (133265):				135.16
<b>SYSTEMS GRAPHICS INC (129162)</b>				
ADVANCED INFO SYSTEMS	16122	OUTSOURCE BILLS	04/27/2023	12.03
ADVANCED INFO SYSTEMS	16122	OUTSOURCE BILLS	04/27/2023	76.21

Secondary Name	Invoice	Description	Invoice Date	Total Cost
ADVANCED INFO SYSTEMS	16122	OUTSOURCE BILLS	04/27/2023	68.19
ADVANCED INFO SYSTEMS	16122	OUTSOURCE BILLS	04/27/2023	68.19
ADVANCED INFO SYSTEMS	16122	OUTSOURCE BILLS	04/27/2023	88.24
ADVANCED INFO SYSTEMS	16122	OUTSOURCE BILLS	04/27/2023	88.25
ADVANCED INFO SYSTEMS	16177	OUTSOURCE BILLS	06/30/2023	12.19
ADVANCED INFO SYSTEMS	16177	OUTSOURCE BILLS	06/30/2023	77.23
ADVANCED INFO SYSTEMS	16177	OUTSOURCE BILLS	06/30/2023	69.10
ADVANCED INFO SYSTEMS	16177	OUTSOURCE BILLS	06/30/2023	69.10
ADVANCED INFO SYSTEMS	16177	OUTSOURCE BILLS	06/30/2023	89.43
ADVANCED INFO SYSTEMS	16177	OUTSOURCE BILLS	06/30/2023	89.44
Total :				807.60
Total SYSTEMS GRAPHICS INC (129162):				807.60
<b>UNUM LIFE INSURANCE - LIFE (127935)</b>				
	71023	PREMIUM	07/10/2023	983.87
Total :				983.87
Total UNUM LIFE INSURANCE - LIFE (127935):				983.87
<b>URBANIAK, WES ALAN (133183)</b>				
	7272023	CONCERTS IN THE PARK	07/07/2023	750.00
Total :				750.00
Total URBANIAK, WES ALAN (133183):				750.00
<b>WAMCAT TREASURER (129087)</b>				
	7012023	WAMCAT DUES C BAKER AND D SCHEUMAKER	07/01/2023	150.00
Total :				150.00
Total WAMCAT TREASURER (129087):				150.00
<b>WYOMING ASSOCIATION OF MUNICIPALITIES (10770)</b>				
	17535	WAM DUES FY23-24	07/03/2023	12,861.00
Total :				12,861.00
Total WYOMING ASSOCIATION OF MUNICIPALITIES (10770):				12,861.00
<b>WYOMING CHILD SUPPORT (132047)</b>				
	71023	Garnishment Remittance # 227551	07/10/2023	430.15
Total :				430.15
Total WYOMING CHILD SUPPORT (132047):				430.15
<b>WYOMING DEPARTMENT OF WORKFORCE SERVICES (10670)</b>				
WORKERS COMPENSATION DIV	71123	CONTRIBUTIONS	07/11/2023	8,696.84
WORKERS COMPENSATION DIV	71123	P.D. VOLUNTEERS	07/11/2023	13.53
WORKERS COMPENSATION DIV	71123	REC VOLUNTEERS	07/11/2023	9.02
Total :				8,719.39

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total WYOMING DEPARTMENT OF WORKFORCE SERVICES (10670):				8,719.39
<b>ZIVARO INC (131755)</b>				
	IC0461963	EVAULT CLOUD DATA STORAGE	06/27/2023	27.71
	IC0461963	EVAULT CLOUD DATA STORAGE	06/27/2023	277.12
	IC0461963	EVAULT CLOUD DATA STORAGE	06/27/2023	9.24
	IC0461963	EVAULT CLOUD DATA STORAGE	06/27/2023	27.71
	IC0461963	EVAULT CLOUD DATA STORAGE	06/27/2023	55.42
	IC0461963	EVAULT CLOUD DATA STORAGE	06/27/2023	36.95
	IC0461963	EVAULT CLOUD DATA STORAGE	06/27/2023	360.25
	IC0461963	EVAULT CLOUD DATA STORAGE	06/27/2023	46.19
	IC0461963	EVAULT CLOUD DATA STORAGE	06/27/2023	27.71
	IC0461963	EVAULT CLOUD DATA STORAGE	06/27/2023	27.71
	IC0461963	EVAULT CLOUD DATA STORAGE	06/27/2023	27.71
Total :				923.72
Total ZIVARO INC (131755):				923.72
Grand Totals:				611,069.04
Payroll 07/02/2023				341,419.73
TOTAL				952,488.77



# 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 Ryan Beardall and CHS Students

Organization Represented Cody High School Student Council

Date you wish to appear before the Council July 18, 2023

Email Address rbeardall@park6.org Telephone (307) 899-1704

Names of all individuals who will speak on this topic Ryan Beardall, CHS Students

Event Title (if applicable) CHS Homecoming 2023

Date(s) of Event (if applicable) September 18-22, 2023

Location of Event (if applicable) Beck Lake-bonfire & Sheridan Ave-Parade

**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) \_\_\_\_\_

Requesting city permission and help for the Homecoming Bonfire at Beck Lake Park on \_\_\_\_\_  
O qpf c{, September 3: , 2025. It will be from 6pm-10pm. Requesting city to help set-up and  
clean-up sand for the bonfire. Requesting permission to hold parade and close Sheridan Ave  
on Friday, September 44, 2025. Lineup will begin at 2:15. The parade will be at 2:30 until  
3:00 on Sheridan Ave from 14th St until 9th St. It also requires closing Rumsey Ave from  
13th St until 15th St. and closing 14th St from Sheridan Ave to Salsbury Ave. Traffic plans  
and liability insurance will be sent once a new certificate is issued.

Which City employee(s) have you spoken to about this issue? None

Signature Ryan 2 Beardall Date 6/12/2023



WYOMING DEPARTMENT OF TRANSPORTATION  
Special Event Application

APPLICATION

Event Name Cody High School Homecoming Parade 2023 Event Date 9/22/2023  
Type of Event: Parade  
Event Director or Organizer Ryan Beardall Telephone 307-899-1704  
Address 1225 10th St, Cody, WY 82414 Email rbeardall@park6.org  
Club Affiliation or Sponsor CHS Student Council Estimated Number of Participants 100+

Course Information: ☐ Total closure ☒ Partial closure ☐ Remain open to traffic (Check appropriate box(s) (Explain in Event Description))

I (we) CHS Student Council hereby make application for a special permit  
upon the right-of-way of:

highway US 14/16/20 (Cody) between milepost 51.69 and milepost 52.18  
highway \_\_\_\_\_ between milepost \_\_\_\_\_ and milepost \_\_\_\_\_  
highway \_\_\_\_\_ between milepost \_\_\_\_\_ and milepost \_\_\_\_\_  
highway \_\_\_\_\_ between milepost \_\_\_\_\_ and milepost \_\_\_\_\_  
on 9/22/2023 between 2:00pm and 3:00pm  
Date Time Time

I (we) agree to strictly conform to the exhibits attached hereto, subject to all terms, conditions, agreements, stipulations and provisions contained in the application and permit, in Chapter XXIII rules and regulations of the Wyoming Department of Transportation, and any other applicable regulations, laws or ordinances.

EVENT DESCRIPTION (Attach event map): \_\_\_\_\_

Line up for parade will begin at 2:15pm- 9/22/2023. Staging will be on 14th St. from Sheridan Ave to Salsbury Ave and on Rumsey Ave from 13th St to 15th St. There will be around 30 entries. Parade will begin at 2:30pm and run along Sheridan Ave from 14th St to 9th St. Float disassembly will be on 9th St and Beck Avenue. Insurance Certificate will be sent once it is updated.

Prior to the event, I (we) agree to review the course to determine potential problems that could endanger participants and equipment and to notify the participants of them. If I (we) determine the problems to be severe, I (we) agree to cancel the event.

WYOMING DEPARTMENT OF TRANSPORTATION  
Special Event Application

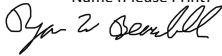
## APPLICATION

**Permittee must provide a certificate of insurance as evidence of an existing Comprehensive or Commercial General Liability Policy, including contractual liability coverage, with limits not less than \$500,000.00 combined single limit for all claims arising out of a single accident or occurrence.**

*THE PERMITTEE SHALL DEFEND, HOLD HARMLESS AND INDEMNIFY THE STATE OF WYOMING, DEPARTMENT OF TRANSPORTATION AND ITS OFFICERS, AGENTS, EMPLOYEES AND MEMBERS FROM ALL SUITS OR ACTION WHICH MAY RESULT FROM ANY ACTIVITY BY THE PERMITTEE, ITS OFFICERS, SUBCONTRACTORS, AGENTS OR EMPLOYEES.*

Ryan Beardall

Name (Please Print)



Signature

06/12/2023

Date (Minimum of 60 days prior to event)

1225 10th St

Address

Cody, WY 82414

City, State and Zip

307-899-1704

Telephone

Approval must be obtained from the city, town or county government if the closure restricts the use of any road, street or highway of the affected jurisdiction.

Approved by city or town if applicable

Name/Title (Please Print)

Signature/Title

Date

Address

City, State and Zip

Telephone

Approved by county if applicable

Name/Title (Please Print)

Signature/Title

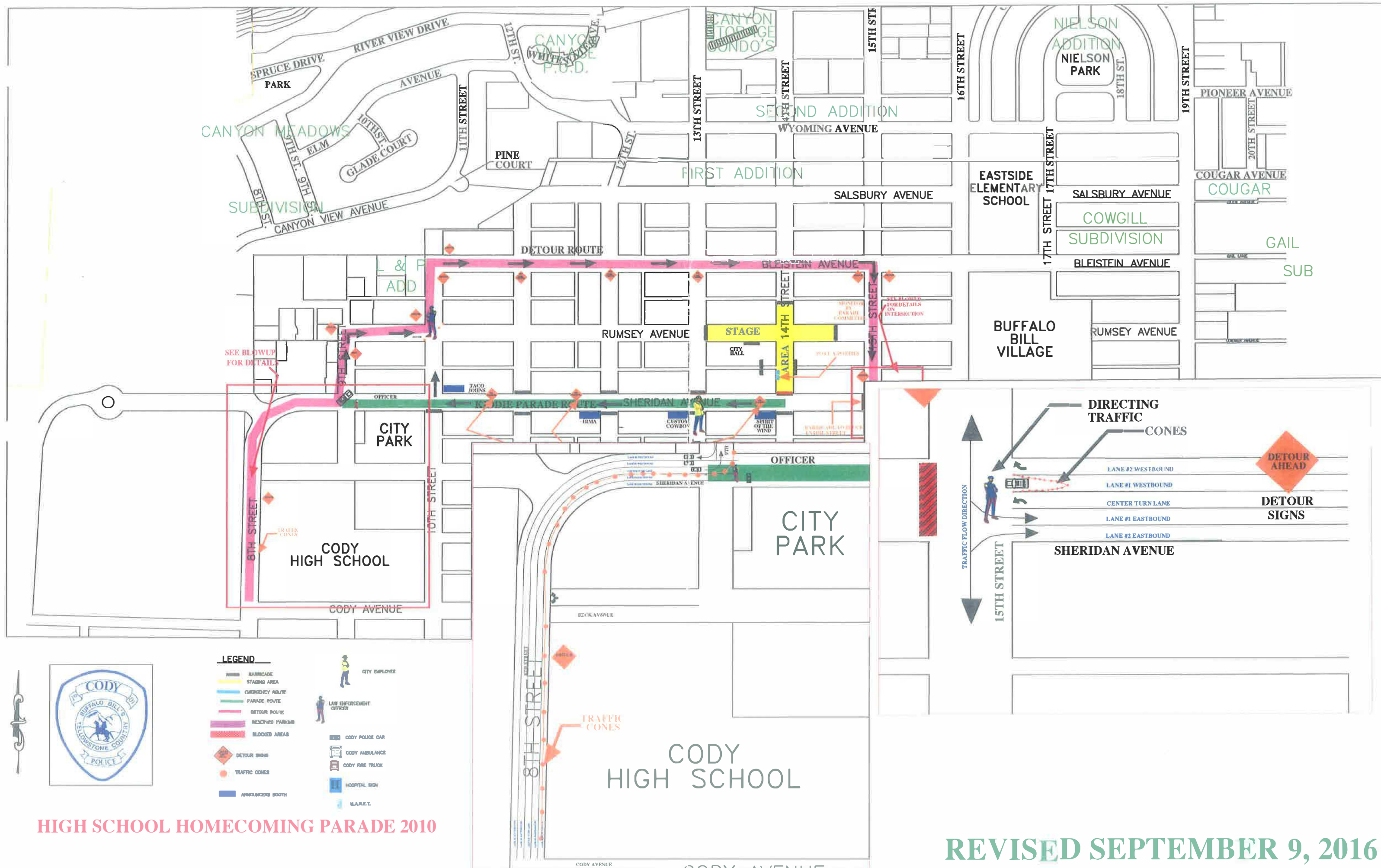
Date

Address

City, State and Zip

Telephone







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2023

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

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

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 2850 Golf Road Rolling Meadows IL 60008	<b>CONTACT</b> <b>NAME:</b> Beth Kawell <b>PHONE</b> (A/C, No, Ext): 630-285-3714 <b>E-MAIL</b> <b>ADDRESS:</b> beth_kawell@rpadmin.com	<b>FAX</b> (A/C, No): 630-285-4062
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> School Risk Retention Program		
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:** 1469783669**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Per District agg GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER:			LIAB2023	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			LIAB2023	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SRRP Reinsurer - Great American Insurance Corporation (NAIC #16691)

This certificate of insurance is issued as a matter of information only and confers no rights upon the certificate holder. Subject to W.S. 26-13-125(e), this certificate does not alter, amend or extend the coverage terms, exclusions and conditions afforded by the policies referenced herein.

If additional insured status provided herein, coverage afforded by item 6. e. and f. of the Combined Liability Coverage Agreement.

City of Cody is listed as additional insured solely with respect to homecoming parade held by Park County SD #6.

**CERTIFICATE HOLDER****CANCELLATION**

City of Cody  
1338 Runsey Ave.  
Cody WY 82414  
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

### AGREEMENT

THIS AGREEMENT is made and entered into by and between the Governing Body of the City of Cody, Wyoming, a municipal corporation, hereinafter referred to as "CITY", and Park County School District No. 6, State of Wyoming, hereinafter referred to as "SCHOOL DISTRICT".

### WITNESSETH

WHEREAS, CITY and SCHOOL DISTRICT desire to enter into an agreement for the purpose of providing school resource officers to SCHOOL DISTRICT.

NOW, THEREFORE, the parties hereto agree as follows:

1. CITY agrees to provide and make available to SCHOOL DISTRICT one School Resource Officer (SRO) to work with SCHOOL DISTRICT officials in matters relating to school discipline, juvenile delinquency, criminal conduct and promotion of safer educational environments. Said officer shall also provide the following:
  - a. at the request of the SCHOOL DISTRICT, or by notification of SCHOOL DISTRICT by Cody Police, coordination and continuity in investigation of events on SCHOOL DISTRICT property or involving SCHOOL DISTRICT students;
  - b. a point of contact and dedicated link between SCHOOL DISTRICT and CITY;
  - c. agreed upon specific services of the SRO to SCHOOL DISTRICT. The parties may jointly develop a job description for the SRO;
  - d. Information and safety programs;
  - e. work to establish effective partnerships between SCHOOL DISTRICT and police services;
  - f. the SRO shall not be responsible for enforcing SCHOOL DISTRICT rules, regulations, and procedures or imposing any discipline.
2. The parties hereto agree and understand that said SRO shall remain at all times an employee of the CITY and the hiring of said officer, supervision, control, training, transportation, officer's equipment, and overtime costs shall be provided by CITY, however, to the extent necessary to carry out their duties as set forth herein, the officer may be granted access to confidential student information and shall be considered an employee of SCHOOL DISTRICT for that purpose, and shall be subject to the same restrictions and requirements pertaining to the use of that information as is applicable to other SCHOOL DISTRICT employees having access to the information.
3. In the event that SCHOOL DISTRICT should be dissatisfied with the performance of the SRO assigned to the SCHOOL DISTRICT by the CITY, SCHOOL DISTRICT shall notify the Chief of Police, and the Chief of Police and the SCHOOL DISTRICT superintendent shall meet to try to resolve the problem. In addition, the Superintendent and Chief of Police each agree to meet annually to discuss the evaluation of the performance of the SRO. The Chief of Police and/or CITY shall ultimately have the responsibility for the employment of the SRO. Should SCHOOL DISTRICT be unable to resolve its concerns or problems with the SRO assigned to SCHOOL DISTRICT, SCHOOL DISTRICT may request that a different officer be assigned as the SRO, or terminating the agreement.
4. In the event SCHOOL DISTRICT shall fail to appropriate in its annual budget the funds required for any of the annual payments set forth herein, this contract shall be deemed to have been rescinded by the party failing to appropriate said funds, and said party shall be relieved of any other or further

obligations to the other party as a result of this agreement; provided, however, that in the event SCHOOL DISTRICT omits to appropriate such funds by oversight, such oversight may be corrected by SCHOOL DISTRICT by budget amendments and required by state law.

5. SCHOOL DISTRICT agrees to contribute the following sum to defray the cost of salary and benefits for the SRO. As outlined in Attachment A, SCHOOL DISTRICT agrees to pay the City the sum of Fifty-four Thousand Two Hundred Ninety-one dollars and Fifty-five cents (\$54,291.55), which is equivalent to seventy-five percent (75%) of base salary and benefits for the SRO for one hundred and seventy-five (175) student contact days. In addition, the SCHOOL DISTRICT will reimburse the CITY 100% of any overtime worked by the SRO at the request of the SCHOOL DISTRICT, the full hourly rate of Thirty dollars and ninety-seven cents (\$30.97) multiplied by 1.5. The CITY will invoice SCHOOL DISTRICT quarterly and the SCHOOL DISTRICT agrees to make payment in full to the CITY within 30 days after receipt of each invoice. Once per school year the SCHOOL DISTRICT will pay fifty percent (50%) of the total cost not to exceed Seven Hundred and Fifty Dollars (\$750.00) for the SRO to attend continuing education at the annual Wyoming School Safety Conference and Training.
6. In exchange for the above compensation, CITY shall provide to SCHOOL DISTRICT one fully equipped SRO who is a certified peace officer in Wyoming assigned full-time to the SCHOOL DISTRICT for the entire 2023-2024 school year. SCHOOL DISTRICT agrees that the CITY may use the SRO on days when students are not scheduled to be at school and when there are no school activities. Should CITY for unforeseen reasons need to use the SRO on days when the SRO would otherwise be expected to be at school, CITY and SCHOOL DISTRICT agree that SCHOOL DISTRICT may deduct from the next payment due to CITY the sum of Four Hundred Thirteen dollars and Sixty-five cents (\$413.65) for each day the SRO is providing services to the CITY rather than the SCHOOL DISTRICT. CITY will not be permitted to use said SRO during times the officer is expected to be at school without the consent of the SCHOOL DISTRICT superintendent. However, in the event of exigent circumstances, the Chief of Police in their sole discretion, may temporarily reassign the SRO to address the needs of the CITY. If the SRO is reassigned for an emergency the parties will meet to discuss a billing adjustment as listed.
7. CITY and SCHOOL DISTRICT do not waive their sovereign immunity by entering into this agreement and said parties specifically retain all immunities and defenses provided by law with regard to any action based on this agreement, pursuant to W. S. 1-36-104(a).
8. This agreement shall be effective as of the start of the 2023-2024 school year and continue through the last day of the 2023-2024 school year.

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF CODY, WYOMING

PARK COUNTY SCHOOL DISTRICT NUMBER 6

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

\_\_\_\_\_  
Board Chairperson

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

\_\_\_\_\_  
Board Secretary

School Resource Officer Agreement Attachment A

	<b>School Resource Officer</b>								
	<b>Salary</b>	<b>Health Insurance</b>	<b>Retirement</b>	<b>FICA</b>	<b>Workers Comp</b>	<b>Total Cost of Employee</b>	<b>Reimb %</b>	<b>Amount</b>	
<b>Police</b>									
<i>J. Potter</i>	\$ 64,402	\$ 28,525	\$ 7,980	\$ 5,222	\$ 1,420	\$ 107,549	0.505	\$ 54,292	
	\$ 64,402	\$ 28,525	\$ 7,980	\$ 5,222	\$ 1,420	\$ 107,549		\$ 54,292	

Reimb rate is: .505%

salary & benefits / 260 working days x 175 school days x 75%

<u>Total Cost</u>	<u># Working Days</u>	<u># School Days</u>	<u>% Reimb</u>
\$ 107,549	260	175	75%

<u>Cost Per Day</u>	<u>School Year Cost</u>	<u>PCSD Cost</u>	<u>Quarterly</u>
\$ 413.65	\$ 72,388.74	\$ 54,291.55	\$ 13,572.89

NOTICE OF APPLICATION FOR A  
NEW RETAIL LIQUOR LICENSE

Notice is hereby given that on the 2nd day of June, 2023, Yellowstone Regional Airport filed an application for a new retail liquor license, pursuant to State Statute 12-4-201 enacted July 1, 2022 in the office of the clerk of the City of Cody for the following described place: 2101 Roger Sedam Dr., Cody, WY 82414. Protests, if any there be, against the issuance of the license will be heard at the hour of 7:00 pm, or as soon thereafter as practical, on the 18<sup>th</sup> of July in the Council Chambers of City Hall, 1338 Rumsey Avenue, Cody, Wyoming.

Date: June 6, 2023

Cynthia D. Baker  
Administrative Services Officer

PUBLISH: July 6 and July 13, 2023

NOTICE OF APPLICATION FOR A  
NEW BAR & GRILL LIQUOR LICENSE

Notice is hereby given that on the 30th day of June, 2023, Local Hospitality LLC filed an application for a new bar & grill liquor license in the office of the clerk of the City of Cody for the following described place: 1124 13<sup>th</sup> St, Cody, WY 82414. Protests, if any there be, against the issuance of the license will be heard at the hour of 7:00 pm, or as soon thereafter as practical, on the 18<sup>th</sup> of July in the Council Chambers of City Hall, 1338 Rumsey Avenue, Cody, Wyoming.

Date: June 30, 2023

Cynthia D. Baker  
Administrative Services Officer

PUBLISH: July 6 and July 13, 2023

MEETING DATE: JULY 15, 2023  
DEPARTMENT: ADMINISTRATIVE SERVICES  
PREPARED BY: CINDY BAKER,  
ADMINISTRATIVE SERVICES OFFICER  
PRESENTED BY: CINDY BAKER,  
ADMINISTRATIVE SERVICES OFFICER

## **AGENDA ITEM SUMMARY REPORT**

### **Consider Issuance of Retail Liquor License – Commercial Airport**

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

Consider approving Retail Liquor License to Yellowstone Regional Airport (YRA) located at 2101 Roger Sedam Drive for the period ending 7/31/2024.

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

Wyoming State Statutes changed as of July 1, 2022 and exempts “commercial service airports” from the population formula in W.S. 12-4-201. This exemption allows for a commercial service airport to apply and be granted a retail liquor license. The bill enacted also allows the airport to contact the food and beverage operation to a third party.

On June 2nd an application from Yellowstone Regional Airport was received for a Retail Liquor License to be located at 2101 Roger Sedam Drive. Per State Statute upon receiving an application for any unissued licenses, the City Clerk publishes a notice to conduct a Public Hearing.

This change in WY State Statute allows the ability for YRA to contract with a third party to operate under the airport’s license, if issued,

#### **FISCAL IMPACT**

If application for the Retail liquor license is approved the city would receive \$1,500 or a prorated fee based on actual date of issuance.

#### **ALTERNATIVES**

#### **ATTACHMENTS**

1. Applications.

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

Aaron Buck, YRA Director

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



# NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY

Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent		/ /
Mgr:		/ /

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

License Fees: Annual Fee: \$ 1500.00 Local License #: \_\_\_\_\_  
 Prorated Fee: \$ \_\_\_\_\_ Date filed with clerk: 10 / 2 / 2023  
 Transfer Fee: \$ \_\_\_\_\_ Advertising Dates: (2 Weeks) 7/6 & 7/13  
 Publishing Fee: \$ 181.44 Hearing Date: 7 / 18 / 2023  
 Publishing Fee Direct Billed to Applicant: ☐  
 License Term: 8 / 1 / 2023 Through 7 / 31 / 2024  
 Month Day Year Month Day Year

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

Applicant: Yellowstone Regional Airport  
 Trade/Business Name (dba): Yellowstone Regional Airport  
 Building to be licensed/Building Address: 2101 Roger Sedam Dr Suite 1  
 Number & Street  
Cody WY 82414 Park  
 City State Zip County  
 Local Mailing Address: Same  
 Number & Street or P.O. Box  
 City State Zip  
 Local Business Telephone Number: (307) 587-5096 Fax Number: ( )  
 Business E-Mail Address: \_\_\_\_\_

**FILING FOR**

- ☒ NEW LICENSE  
☐ TRANSFER OF LOCATION

**FILING IN (CHOOSE ONLY ONE)**

- ☒ CITY OF: Cody  
☐ COUNTY OF: \_\_\_\_\_

**FILING AS (CHOOSE ONLY ONE)**

- ☐ INDIVIDUAL  
☐ PARTNERSHIP  
☐ LP/LLP  
☐ LLC  
☐ CORPORATION  
☐ LTD PARTNERSHIP  
☐ ORGANIZATION  
☒ OTHER Airport

- ☐ TRANSFER OWNERSHIP ☐ ASSIGNMENT LETTER ATTACHED

FORMERLY HELD BY: \_\_\_\_\_

**TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)****RETAIL LIQUOR LICENSE**

- ☒ ON-PREMISE ONLY (BAR)  
☐ OFF-PREMISE ONLY (PACKAGE STORE)  
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

- ☐ RESTAURANT LIQUOR LICENSE  
☐ BAR AND GRILL LIQUOR LICENSE  
☐ RESORT LIQUOR LICENSE

**LIMITED RETAIL LIQUOR LICENSE (CLUB)**

- ☐ VETERANS CLUB  
☐ FRATERNAL CLUB  
☐ GOLF CLUB  
☐ SOCIAL CLUB

- ☐ MICROBREWERY PERMIT  
☐ WINERY PERMIT  
☐ DISTILLERY SATELLITE PERMIT  
☐ WINERY SATELLITE PERMIT  
☐ COUNTY MALT BEVERAGE PERMIT  
☐ SPECIAL MALT BEVERAGE PERMIT

☒ Airport Liquor License

**SPECIAL DESIGNATIONS (CHOOSE ONLY ONE)**

- ☐ GOLF CLUB ☐ GUEST RANCH ☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

- ☒ FULL TIME (e.g. Jan through Dec) (specify months of operation) from Jan to Dec  
☐ SEASONAL/PART-TIME DAYS OF WEEK (e.g. Mon through Sat) from Mon to SAT  
☐ NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from 6am to midnight

**ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 4****1. BUILDING OWNERSHIP:** Does the applicant? W.S. 12-4-103(a)(iii)

- (a) **OWN** the licensed building? ☒ YES (own)  
 (b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☐ YES (lease)

If Yes, please submit a copy of the lease and indicate:

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

If "YES", explain: \_\_\_\_\_

---

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

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

---

**6. RESORT LICENSE:**

Does the resort complex:

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

**7. MICROBREWERY LICENSE:**

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

**8. LIMITED RETAIL (CLUB) LICENSE:**

**FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)

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

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

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

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

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

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

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

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

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

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

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



(2022)

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

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

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

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

**REQUIRED ATTACHMENTS:**

☒ A statement indicating the financial condition and financial stability of the applicant. W.S. 12-4-102(a)(vi).

Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services)  
W.S. 12-4-103 (a)(iii)/W.S. 12-4-403(b) / W.S. 12-4-301(e).

If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer. W.S. 12-4-601(b).

**OATH OR VERIFICATION**

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

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

STATE OF WYOMING )

COUNTY OF Park )

) SS.

Signed and sworn to before me on this 31 day of may, 20 23 that the facts alleged in the foregoing instrument are true by the following:

1) <u>Aaron Buck</u> (Signature)	<u>Aaron Buck</u> (Printed Name)	<u>Airport Director</u> Title
2) _____ (Signature)	_____ (Printed Name)	_____ Title
3) _____ (Signature)	_____ (Printed Name)	_____ Title
4) _____ (Signature)	_____ (Printed Name)	_____ Title
5) _____ (Signature)	_____ (Printed Name)	_____ Title
6) _____ (Signature)	_____ (Printed Name)	_____ Title

Witness my hand and official seal:



Lisa Stott  
Signature of Notary Public

My commission expires: August 22, 2027

#12

True and Correct Names	Date of Birth	Residence Address No. & Street	Residence Phone Number	No. of Years In Corp or LLC	% of Corporate Stock Held	Have you been	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages.
						Convicted of a Felony Violation?	
Aaron Buck	3		712-815-8858	2	0	No	No
Doug Johnston	8			12	0	No	No
Bob Redmond	9			3	0	No	No
Heidi Rasnussen	1			4	0	No	No
Harold Musser	4			2	0	No	No
Paul Leroux	2			3	0	No	No
Zack Bowman	5			1	0	No	No
Shawn Warner	2			1	0	No	No

10:32 AM

05/02/23

Accrual Basis

## YELLOWSTONE REGIONAL AIRPORT

**Balance Sheet**

As of April 30, 2023

	Apr 30, 23	Apr 30, 22	% Change
<b>ASSETS</b>			
<b>Current Assets</b>			
<b>Checking/Savings</b>			
1000 · CAR RENTAL CUSTOMER FACILITY CH	334,212.11	484,062.68	-31.0%
1005 · PASSENGER FACILITY ACCT	71,351.58	288,727.14	-75.3%
1010 · PAVEMENT MAINTENANCE	94,734.25	86,554.74	9.5%
1020 · PINNACLE BANK OF CODY	437,727.53	1,411,662.15	-69.0%
1030 · TERMINAL CONTINGENCY	117,934.98	116,762.96	1.0%
1040 · VEHICLE REPLACEMENT FUND	48,599.35	80,312.78	-39.5%
1050 · PCAS PARK COUNTY ANIMAL SHELTER	82,295.08	81,689.79	0.7%
1060 · AIRPORT CONTINGENCY FUND	509,376.47	0.00	100.0%
1070 · WYCLASS CONTINGENCY FUND	205,780.08	0.00	100.0%
1081.CD · CD NEW FUNDS 1	500,000.00	0.00	100.0%
1082.CD · CD NEW FUNDS 2	600,000.00	0.00	100.0%
1083.CD · CD Contingency	300,000.00	0.00	100.0%
1084.CD · CD - CFC	250,000.00	0.00	100.0%
<b>Total Checking/Savings</b>	<b>3,552,011.43</b>	<b>2,549,772.24</b>	<b>39.3%</b>
<b>Accounts Receivable</b>			
1100 · ACCOUNTS RECEIVABLE	3,226.20	5,315.80	-39.3%
<b>Total Accounts Receivable</b>	<b>3,226.20</b>	<b>5,315.80</b>	<b>-39.3%</b>
<b>Other Current Assets</b>			
1101 · Accounts Receivable-Audit Adj	93,328.89	93,328.89	0.0%
1102 · Grants Receivable - Audit Adj	384,773.06	384,773.06	0.0%
1200 · Undeposited Funds	0.00	505.00	-100.0%
1250 · PREPAID EXPENSES	13,030.50	13,030.50	0.0%
1310 · Inventory	28,133.82	28,133.82	0.0%
1320 · DOR - Contributions	42,862.64	42,862.64	0.0%
1330 · DOR - Change in Investments	335,998.50	335,998.50	0.0%
<b>Total Other Current Assets</b>	<b>898,127.41</b>	<b>898,632.41</b>	<b>-0.1%</b>
<b>Total Current Assets</b>	<b>4,453,365.04</b>	<b>3,453,720.45</b>	<b>28.9%</b>
<b>Fixed Assets</b>			
2060 · ACCUMULATED AMORITIZATION	-158,948.56	-158,948.56	0.0%
2070 · Buildings	14,967,499.08	14,967,499.08	0.0%
2080 · Construction in Progress	575,638.29	575,638.29	0.0%
2090 · Improvements other than buildin	24,922,028.03	24,922,028.03	0.0%
2100 · INTANGIBLES	241,441.00	241,441.00	0.0%
2110 · Land	1,193,586.11	1,193,586.11	0.0%
2120 · Machinery & Equip	3,383,810.27	3,383,810.27	0.0%

10:32 AM

05/02/23

Accrual Basis

## YELLOWSTONE REGIONAL AIRPORT

**Balance Sheet**

As of April 30, 2023

	Apr 30, 23	Apr 30, 22	% Change
2130 · Accumulated Depreciation			
2135 · Accum Depr-Bldg	-3,425,576.60	-3,425,576.60	0.0%
2140 · ACCUM. DEPR.- IMPROVE NOT BLDG	-7,579,386.20	-7,579,386.20	0.0%
2145 · Accum. Depre- Machinery & Equip	-1,450,561.72	-1,450,561.72	0.0%
2130 · Accumulated Depreciation - Other	-6,901,412.39	-6,901,412.39	0.0%
Total 2130 · Accumulated Depreciation	-19,356,936.91	-19,356,936.91	0.0%
Total Fixed Assets	25,768,117.31	25,768,117.31	0.0%
Other Assets			
2500 · DUE FROM CFC - QTA LOAN	2,938,471.32	0.00	100.0%
Total Other Assets	2,938,471.32	0.00	100.0%
<b>TOTAL ASSETS</b>	<b>33,159,953.67</b>	<b>29,221,837.76</b>	<b>13.5%</b>
<b>LIABILITIES &amp; EQUITY</b>			
Liabilities			
Current Liabilities			
Accounts Payable			
3000 · Accounts Payable	0.00	443,410.70	-100.0%
Total Accounts Payable	0.00	443,410.70	-100.0%
Other Current Liabilities			
3001 · Accounts Payable-Audit	428,636.09	428,636.09	0.0%
3005 · Rent Deposits/Pre-Payments	500.00	500.00	0.0%
3010 · DOR - Change in Proportion	183,306.20	183,306.20	0.0%
3020 · Net Pension Liability	721,475.38	721,475.38	0.0%
3030 · Payroll Liabilities			
3035 · Accrued Vacation Payable	24,327.49	24,327.49	0.0%
3040 · Accrued Wages Payable	20,381.51	20,381.51	0.0%
3045 · Health Ins Payable	10,497.28	-599.18	1,851.9%
3051 · Life Ins Payable	7.58	214.56	-96.5%
3055 · PAYROLL LIABILITIES- OTHER	4,671.78	4,671.78	0.0%
3030 · Payroll Liabilities - Other	-10,477.96	918.32	-1,241.0%
Total 3030 · Payroll Liabilities	49,407.68	49,914.48	-1.0%
Total Other Current Liabilities	1,383,325.35	1,383,832.15	0.0%
Total Current Liabilities	1,383,325.35	1,827,242.85	-24.3%
Long Term Liabilities			
3100 · DUE TO GENERAL FUND - QTA LOAN	2,938,471.32	0.00	100.0%
Total Long Term Liabilities	2,938,471.32	0.00	100.0%
Total Liabilities	4,321,796.67	1,827,242.85	136.5%

10:32 AM

05/02/23

Accrual Basis

YELLOWSTONE REGIONAL AIRPORT

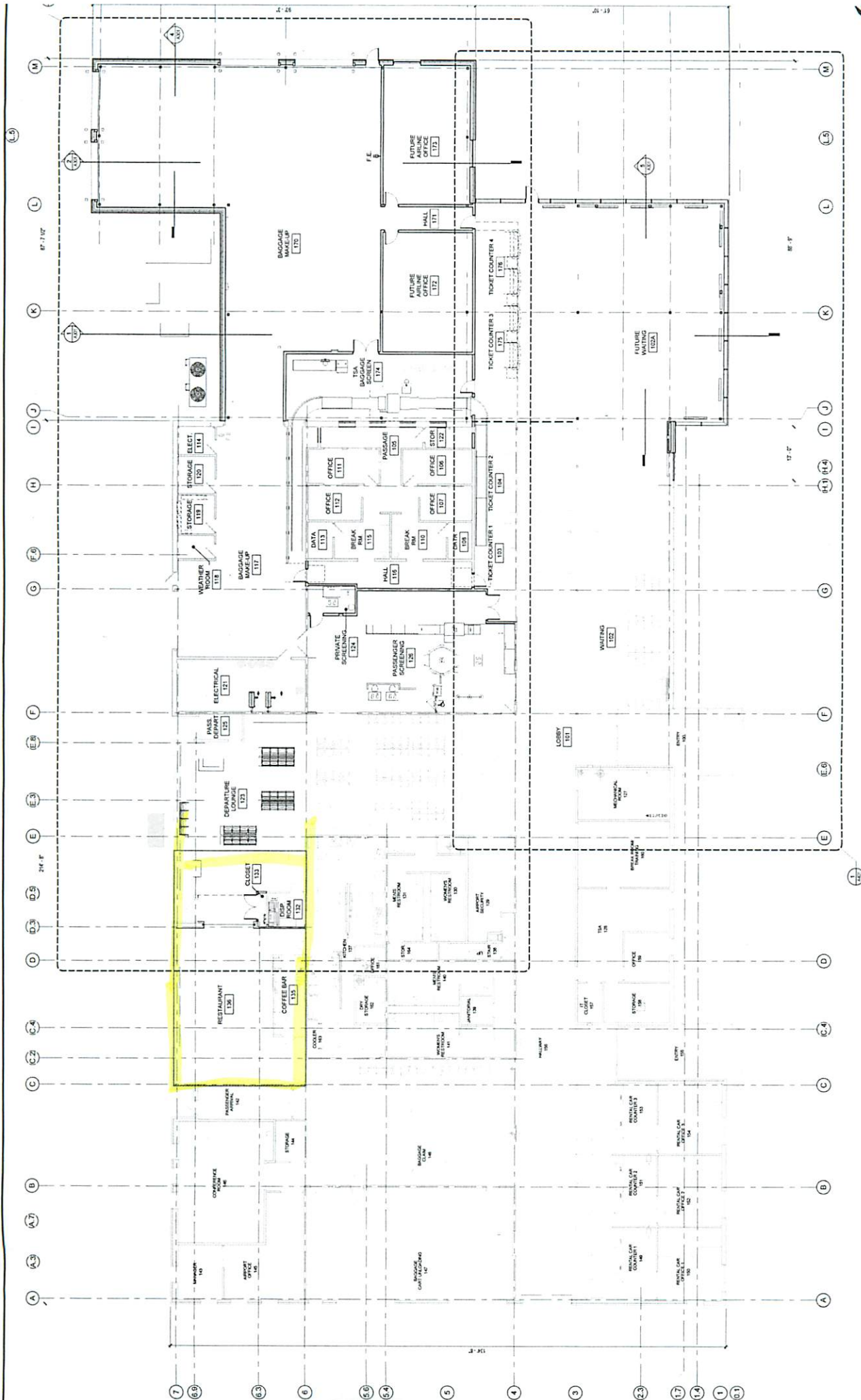
## Balance Sheet

As of April 30, 2023

---

	Apr 30, 23	Apr 30, 22	% Change
Equity			
3600 · Contributed Capital	13,179,348.71	13,179,348.71	0.0%
3600 · Retained Earnings	18,117,398.85	17,350,584.09	4.4%
3700 · Opening Bal Equity	-3,428,979.72	-3,428,979.72	0.0%
Net Income	970,389.16	293,641.83	230.5%
Total Equity	28,838,157.00	27,394,594.91	5.3%
TOTAL LIABILITIES & EQUITY	<u>33,159,953.67</u>	<u>29,221,837.76</u>	<u>13.5%</u>





## 1 OVERALL FIRST FLOOR PLAN

[illegible]

Liquor License Application Addendum  
Background Information Disclosure

Please disclose all convictions, guilty pleas and no contest pleas to any and all felonies and alcohol related offense in the past ten years. "Alcohol related offense" includes, but is not limited to the following:

- Driving While Under the Influence of Alcohol (DWUI/ DUI), and related offenses (Operating a vehicle while impaired; being in physical control of a vehicle while impaired or under the influence of alcohol, etc);
- Public Intoxication;
- Selling / Distributing / Furnishing alcohol to underage individuals;
- violations of any laws, regulations or ordinances pertaining to the sale, distribution or furnishing of alcohol.

**The following individuals are required to complete this disclosure. If the applicant is a/an:**

**Individual:** each individual on the application

**Partnership:** each partner

**Privately held corporation:** each officer, director and stockholder holding either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation

**Limited liability company:** each officer, manager and member holding, either jointly or severally, ten percent (10%) or more of the outstanding ownership of the limited liability company

**Publically traded corporation:** the on-site manager or managers. If the application is approved, each time a new manager is hired, that manager shall provide the criminal history information to the City within forty-five (45) days of hire

**Non-profit organization:** the organization shall be exempt from a criminal history background check. A non-profit organization shall provide documentation of its non-profit status to the City in lieu of providing the criminal history information.

Liquor License Applicant Name: Yellowstone Regional Airport

Individual Name: \_\_\_\_\_

Date: 5/25/2023

Date      Offense

_____	_____
_____	_____
_____	_____
_____	_____

Signature: Aaron Buck

## **YRA Liquor License Plan**

**The Yellowstone Regional Airport (YRA) is applying for a Liquor license that the restaurant tenant can use. YRA understands the new law only allows the use of the permit in the YRA Terminal. Please see the map provided.**

### **I. Current Tenant**

**The current tenant is Monte Christo Bar and Grill, LLC ( Jorge Cardenas). The lease expires on the 31 day of July and will go month to month after that. If at any time the lease expires, YRA will notify the City of Cody within 48 hours.**

### **II. Other Tenants**

**YRA may choose to advertise for a new tenant for the restaurant. YRA plans to use also a future tenant to Operate with the YRA Liquor license. When a new tenant is selected, YRA will notify the City of Cody and provide the City of Cody with a restaurant lease before the tenant begins to operate.**

### **III. No Tenant**

**In the event YRA does not choose a new tenant for the restaurant, YRA reserve the right to operate the restaurant on its own.**

MEETING DATE: JULY 15, 2023  
DEPARTMENT: ADMINISTRATIVE SERVICES  
PREPARED BY: CINDY BAKER,  
ADMINISTRATIVE SERVICES OFFICER  
PRESENTED BY: CINDY BAKER,  
ADMINISTRATIVE SERVICES OFFICER

## **AGENDA ITEM SUMMARY REPORT**

### **Consider Issuance of New Bar & Grill License**

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

Consider approving a new Bar & Grill License for Local Hospitality LLC located at 1124 13<sup>th</sup> Street for the period ending 7/31/2024 with contingencies.

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

Effective July 1, 2023 the Wyoming State Statute will change which will authorize the City of Cody up to 10 Bar & Grill Licenses to be issued, which would give the City of Cody four (4) additional licenses to consider issuing. On June 30<sup>th</sup> an application from Local Hospitality LLC was received for a Bar & Grill License for 1124 13<sup>th</sup> Street. Per State Statute upon receiving an application for any unissued licenses, the City Clerk publishes a notice to conduct a Public Hearing.

In 2020 this property changed ownership and no liquor license was applied for and/or issued since ownership change until now. If approved the issuance would be contingent upon receipt of valid food service permit from the Department of Ag, as well as, any applicable compliance/certification from the Fire Marshal and/or Building Inspection Division (e.g. - if applicable Certificate of occupancy).

#### **FISCAL IMPACT**

If application for the bar & grill liquor license is approved the city would receive \$5,000 or a prorated fee based on actual date of issuance.

#### **ALTERNATIVES**

#### **ATTACHMENTS**

1. Applications for new Bar & Grill liquor licenses

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

Local Hospitality LLC

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

# NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY

Customer #:			
Trf from:			
Reviewer:	Initials	Date	
Agent:		/	/
Mgr:		/	/

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

License

Fees Annual Fee: \$ \_\_\_\_\_

Prorated Fee: \$ \_\_\_\_\_

Transfer Fee: \$ \_\_\_\_\_

Publishing Fee: \$ 125.00Publishing Fee Direct Billed to Applicant: ☐
 License Term: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Through \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
 Month Day Year Month Day Year

Local License #:

Date filed with clerk: 6 / 30 / 2023

Advertising Dates: (2 Weeks)

7/6 & 7/13Hearing Date: 7 / 18 / 2023
**LICENSING AUTHORITY:** Begin publishing promptly. As W.S. 12-4-104(d) specifies: NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.

Applicant: LOCAL HOSPITALITY LLC

Trade/Business Name (dba): The Local

Building to be licensed/Building Address: 1124 13th St

Number & Street

Cody WY 84212 Park

City State Zip County

Local Mailing Address: 1108 14th St #503

Number & Street or P.O. Box

Cody WY 84212

City State Zip

Local Business Telephone Number: ( 307 ) 578-8268 Fax Number: ( )

Business E-Mail Address: Info@amtenllc.com

**FILING FOR**☒ NEW LICENSE☐ TRANSFER OF LOCATION☐ TRANSFER OWNERSHIP

FORMERLY HELD BY: \_\_\_\_\_

**FILING IN (CHOOSE ONLY ONE)**☒ CITY OF: Cody☐ COUNTY OF: \_\_\_\_\_☐ ASSIGNMENT LETTER ATTACHED**FILING AS (CHOOSE ONLY ONE)**☐ INDIVIDUAL☐ PARTNERSHIP☐ LP/LLP☒ LLC☐ CORPORATION☐ LTD PARTNERSHIP☐ ORGANIZATION☐ OTHER \_\_\_\_\_**TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)****RETAIL LIQUOR LICENSE**☐ ON-PREMISE ONLY (BAR)☐ OFF-PREMISE ONLY (PACKAGE STORE)☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)☐ RESTAURANT LIQUOR LICENSE☒ BAR AND GRILL LIQUOR LICENSE☐ RESORT LIQUOR LICENSE**LIMITED RETAIL LIQUOR LICENSE (CLUB)**☐ VETERANS CLUB☐ FRATERNAL CLUB☐ GOLF CLUB☐ SOCIAL CLUB☐ MICROBREWERY PERMIT☐ WINERY PERMIT☐ DISTILLERY SATELLITE PERMIT☐ WINERY SATELLITE PERMIT☐ COUNTY MALT BEVERAGE PERMIT☐ SPECIAL MALT BEVERAGE PERMIT**SPECIAL DESIGNATIONS (CHOOSE ONLY ONE)**☐ GOLF CLUB☐ GUEST RANCH☐ RESORTTo Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**☒ FULL TIME (e.g. Jan through Dec)

(specify months of operation)

from Jan to Dec☐ SEASONAL/PART-TIME

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

from Mon to Sun☐ NON-OPERATIONAL/PARKED

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

from 10A to 2A



**ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 4****1. BUILDING OWNERSHIP:** Does the applicant? W.S. 12-4-103(a)(iii)

- (a) **OWN** the licensed building? ☒ YES (own)  
 (b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☐ YES (lease)

If Yes, please submit a copy of the lease and indicate:

- (i) When the lease expires, located on page \_\_\_\_\_ paragraph \_\_\_\_\_ of lease.  
 (ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page \_\_\_\_\_ paragraph \_\_\_\_\_ of lease.  
 (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

**2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601(b)**

☐ YES ☒ NO

**3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403**

- (a) Hold any interest in the license applied for? ☐ YES ☒ NO  
 (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? ☐ YES ☒ NO  
 (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☒ NO  
 (d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within:

**4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103(b)**

☒ YES ☐ NO

If "YES", explain: Hold a retail liquor license at a different location.

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

Have you submitted a valid food service permit or application? W.S. 12-4-413(a)

☐ YES ☒ NO

**6. RESORT LICENSE:**

Does the resort complex:

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

**7. MICROBREWERY LICENSE:**

- (a) Do you self distribute your products? W.S. 12-2-201(a)  
 (Requires wholesale malt beverage license with the Liquor Division)

☐ YES ☐ NO

**8. LIMITED RETAIL (CLUB) LICENSE:**

**FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)

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

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

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

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

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

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

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

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

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

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

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



(2/22)

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

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

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corpora te Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Robert Min				3	100	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

**REQUIRED ATTACHMENTS:**

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

**OATH OR VERIFICATION**

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

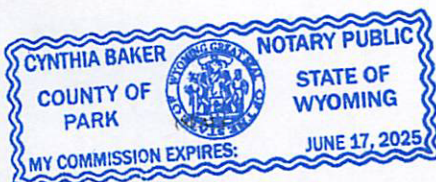
Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING )  
COUNTY OF Park ) SS.

Signed and sworn to before me on this 30 day of June, 2023 that the facts alleged in the foregoing instrument are true by the following:

1) <u>[Signature]</u> (Signature)	<u>ROB MIN</u> (Printed Name)	<u>MANAGER DIRECTOR</u> Title
2) _____ (Signature)	_____ (Printed Name)	_____ Title
3) _____ (Signature)	_____ (Printed Name)	_____ Title
4) _____ (Signature)	_____ (Printed Name)	_____ Title
5) _____ (Signature)	_____ (Printed Name)	_____ Title
6) _____ (Signature)	_____ (Printed Name)	_____ Title

Witness my hand and official seal:



[Signature]  
Signature of Notary Public

My commission expires: 6/17/2025





June 27, 2023

To:

The City of Cody  
1338 Rumsey Ave  
Cody WY 82414

Re: Application for Liquor License

To whom it may concern:

Local Hospitality, LLC has an active open checking account with Pinnacle Bank. The applicant is in good standing with the bank and considered financially sound for purposes of their respective license application. Please contact me at 307-527-7186 with any questions or for additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Garrett Growney", with a long, sweeping horizontal line extending to the right.

Garrett Growney  
Vice President  
Commercial Loans



MEMBER FDIC

***Re-imagine “The Local”***  
***By***  
**LOCAL HOSPITALITY, LLC**



**Executive Summary**

Cody, Wyoming is a popular gateway to Yellowstone National Park which is visited by over 4 million travelers each year. It is the famous Buffalo Bill's hometown, the Rodeo Capital of the World, and the last frontier where the spirit of Western hospitality still exists among friendly locals. LOCAL HOSPITALITY company led by an experienced Las Vegas executive is looking to bring three decades of hospitality experience into Cody to create some new excitement and energy while complimenting Cody's lifestyle.

**Opportunity**

***Problem***

While Cody offers an abundant range of outdoor activities, rodeos, and a world-class Buffalo Bill's Museum, offering 5 different museums, it lacks a variety of restaurant and bar options and falls short in the overall dining/drinking experience.

"The Local" provided a healthy modern dining experience and creations, enjoyed by many locals and tourists, but unfortunately, it was closed in December 2019 after 5 years of operations. Operating a higher-end restaurant is a challenging task, especially when you must operate within certain restrictions under the restaurant liquor license, which can affect the operating margin and limits your ability to be creative and flexible.

Unique food and beverage offerings like "The Local" are important elements to support local tourism and help improve the quality of the lifestyle of Cody residents. Even a small neighboring town like "Red Lodge" has significantly grown in its food/beverage options and offers much more variety and diverse dining/bar experience than Cody at the present time.

### ***Solution***

Local Hospitality to reopen "The Local". While maintaining the core value of a healthy food dining experience, using locally sourced ingredients, Local Hospitality plans to re-imagine "The Local" by upgrading the interiors creating a new atmosphere with a touch of modern elegance while raising the level of food, beverage, and service experience to a new height that the City of Cody and its residents would be proud of.

Our goal is to create a unique food and beverage experience with a touch of international flavor to provide the City of Cody with a diverse dining/drinking experience that locals and visitors can enjoy.

"The Local" is an iconic building situated right in the middle of downtown Cody, where the locals and tourists regularly visit. We have an exciting plan for "The Local" – please see the attached rendering. The master plan includes re-imagining the "The Local" restaurant and developing rest of the building to create a new bar and outdoor lounge experience that will add new elements of eating, drinking, and entertainment option in downtown Cody. Furthermore, the plan also includes the future development of a new craft beer brewery to further enhance the overall dining and drinking experience.

Although we have already invested in the Cody community, implementing a master plan like this requires an additional financial commitment. The "Bar and Grill Liquor License" is not only financially necessary but also an essential component to properly execute the concept and to ensure a successful implementation of the overall master plan.

I believe our master plan will make a positive impact on the community and hope that the City of Cody will approve the requested license so we can move forward with the project and continue contributing to expanding Cody's lifestyle.

Thank you for your consideration.

Sincerely,



Rob Min  
President  
Local Hospitality, LLC

## **Outdoor Serving Area Renewal/Request**

Per state statute 12-5-201 (a), "Alcoholic beverages secured in the licensed room by a server may be served only in the building in which the licensed room is located an in an immediately adjacent fenced or enclosed area as approved by the local licensing authority."

If you currently have an outdoor serving area or would like to request approval of a new outdoor serving area, please complete the following:

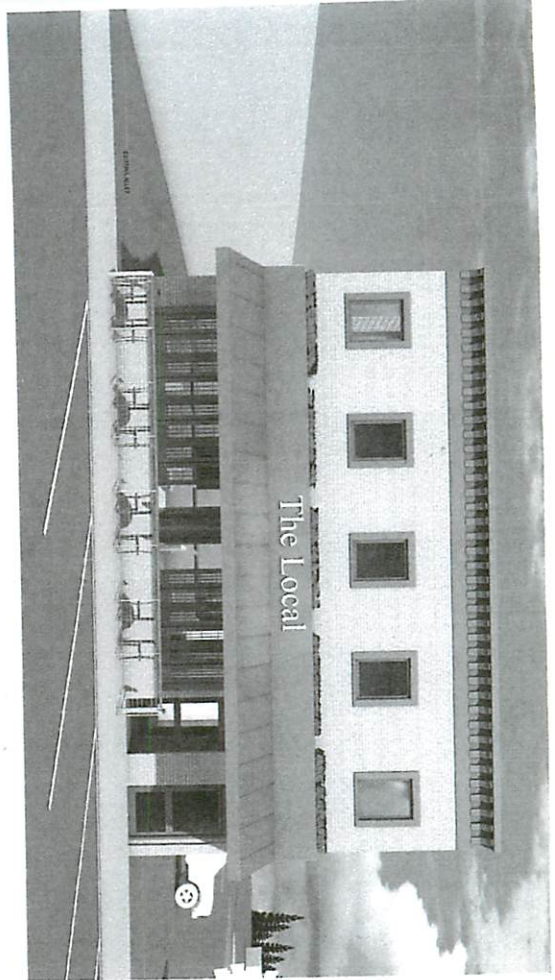
**Applicant Name:** \_\_\_\_\_The Local Hospitality LLC\_\_\_\_\_

\_\_\_\_\_ Please renew our outdoor serving area.

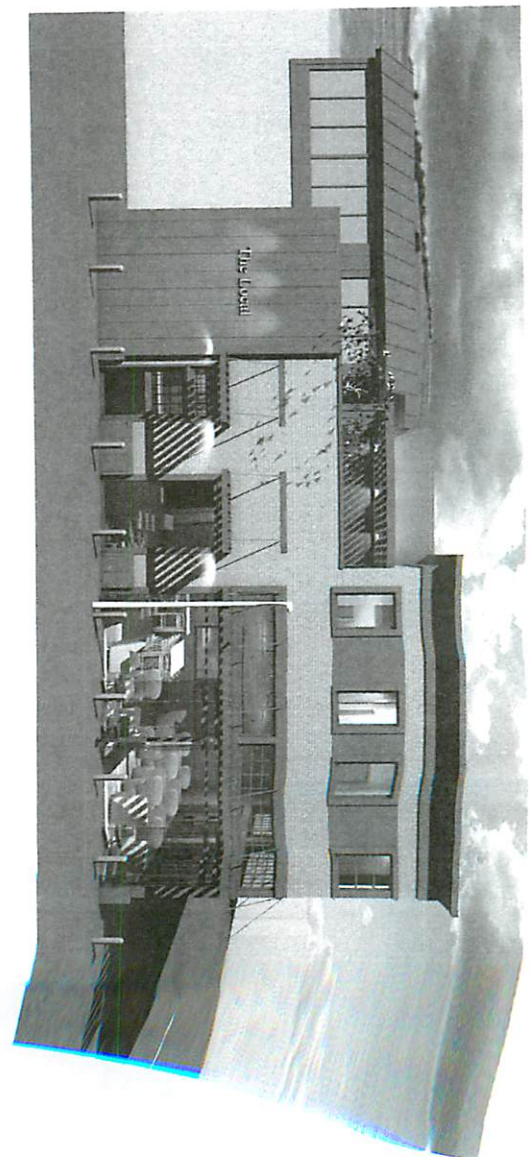
  X   I am requesting approval of a new outdoor serving area (not previously approved).

If requesting approval of a new area, or if you have made changes to the current area, please provide a detailed drawing:

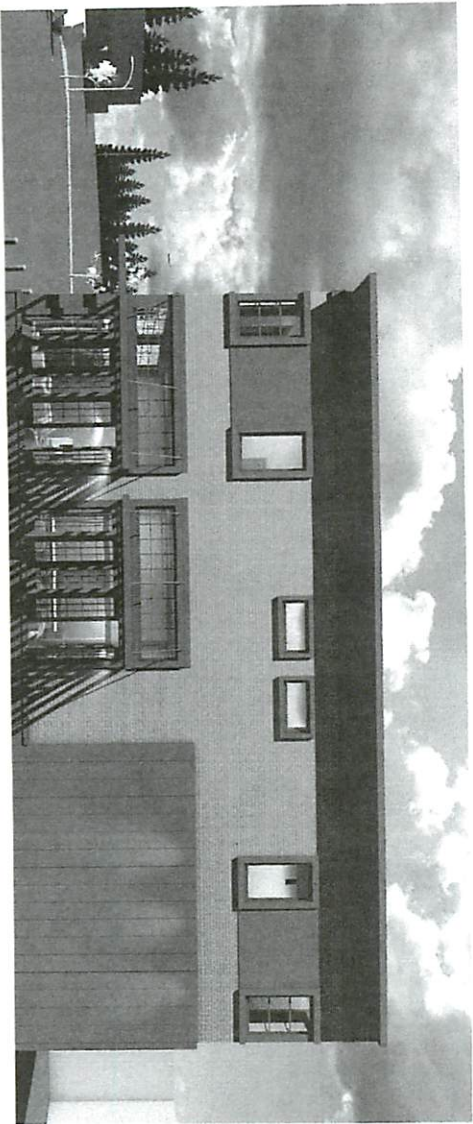




WEST ELEVATION  
N.T.S.



SOUTH ELEVATION  
N.T.S.



MEETING DATE:	JULY 18, 2023
DEPARTMENT:	COMMUNITY DEVELOPMENT
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____
PRESENTED BY:	TODD STOWELL

## **AGENDA ITEM SUMMARY REPORT**

### **The Preliminary Plat of the Khan Unit Development Subdivision**

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

Approve the preliminary plat of the Khan Unit Development Subdivision, a 3-lot subdivision, with associated variances and conditions of approval.

#### **SUMMARY**

Tower West Holdings, LLC has submitted a preliminary plat application for a 3-lot subdivision identified as the Khan Unit Development Subdivision. The property is in the Light-industrial/Open Business (D-3) zoning district and currently vacant. It is located on the north side of Yellowstone Avenue between the U.S. Forest Service offices and the Good 2 Go convenience store. Access to the proposed three lots would be from a new street running north-south through the property.



The detailed analysis of the subdivision is found in the attached report to the Planning and Zoning Board.

#### **RECOMMENDATION:**

The Planning and Zoning Board recommends approval of the following variances and approval of the preliminary plat for the Khan Unit Development Subdivision subject to the following conditions.

#### **Subdivision Variances:**

1. To allow use of the updated master plan street section (Local section, with 34' asphalt width) and corresponding reduction in right-of-way width (50 feet, with 5' utility easements to each side). *[Technically not a variance to street section, but to width of right-of-way, being a reduction from 60' to 50'.]*
2. To waive the alley requirement.
3. To allow the surface water rights to be transferred to a 3<sup>rd</sup> party.

#### **Conditions:**

1. Provide the WYDOT access permit for construction of the new street connection to the Yellowstone Avenue. Incorporate any requirements into the street construction plans.
2. The street location is dependent on the private access easement along the east side being removed/vacated immediately upon completion and acceptance of the new public street. Provide

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

a written agreement from all affected parties indicating their commitment to do so. Include responsibility for removing the abandoned approach and replacing it with standard barrier curb, gutter, and sidewalk to WYDOT specifications.

3. Modify the street right-of-way to correspond to a minimum 50-foot width, and provide 5-foot-wide public utility easements along each side.
4. Design the street according to the extent of the variance granted.
5. Vehicle access for the lots will be limited to the interior street. Include a note on the final plat to notify the lot owners of the restriction.
6. All unused approaches are to be removed and replaced with standard barrier curb, gutter, and sidewalk to WYDOT specifications. For the unused approaches other than the private access addressed in Condition 2, the work is to occur in conjunction with construction of the new street.
7. Include installation of a street sign in the construction plans. The street name will be verified with the Street name committee.
8. Provide a complete drainage report with the final plat application. Determine maintenance responsibility for the infiltration swale in coordination with the City. If privately maintained, determine maintenance responsibility between the lot owners.
9. Satisfy the fire marshal and City regarding the plan for a fire hydrant at the north end of the property—either access to the hydrant on the Good 2 Go property, or a new hydrant.
10. It is presumed that the property owner is planning to transfer the water rights off the property, rather than develop a distribution system for utilization of the water rights. If so, an Authorization to Detach Water Rights must be approved by the state Board of Control, which includes concurrence from the Cody Canal Irrigation District, before the final plat is signed by the mayor.
11. All unused utility services are to be abandoned to the satisfaction of the corresponding utility provider in conjunction with development of each lot. The septic tank is to be removed, or filled with a sand slurry. Any further clarification can be provided with the site plan reviews for development of each lot.
12. As noted under the miscellaneous section: Move the “Yellowstone Avenue Highway 14, 16, 20” label to within the plat and otherwise clarify the highway right-of-way situation; and, add the existing easement along the east side of the property, with notes/labels as necessary to indicate its situation.
13. The final plat application and construction documents shall otherwise comply with the City subdivision ordinance.

**ATTACHMENTS:**

Preliminary Plat

Preliminary utility plan

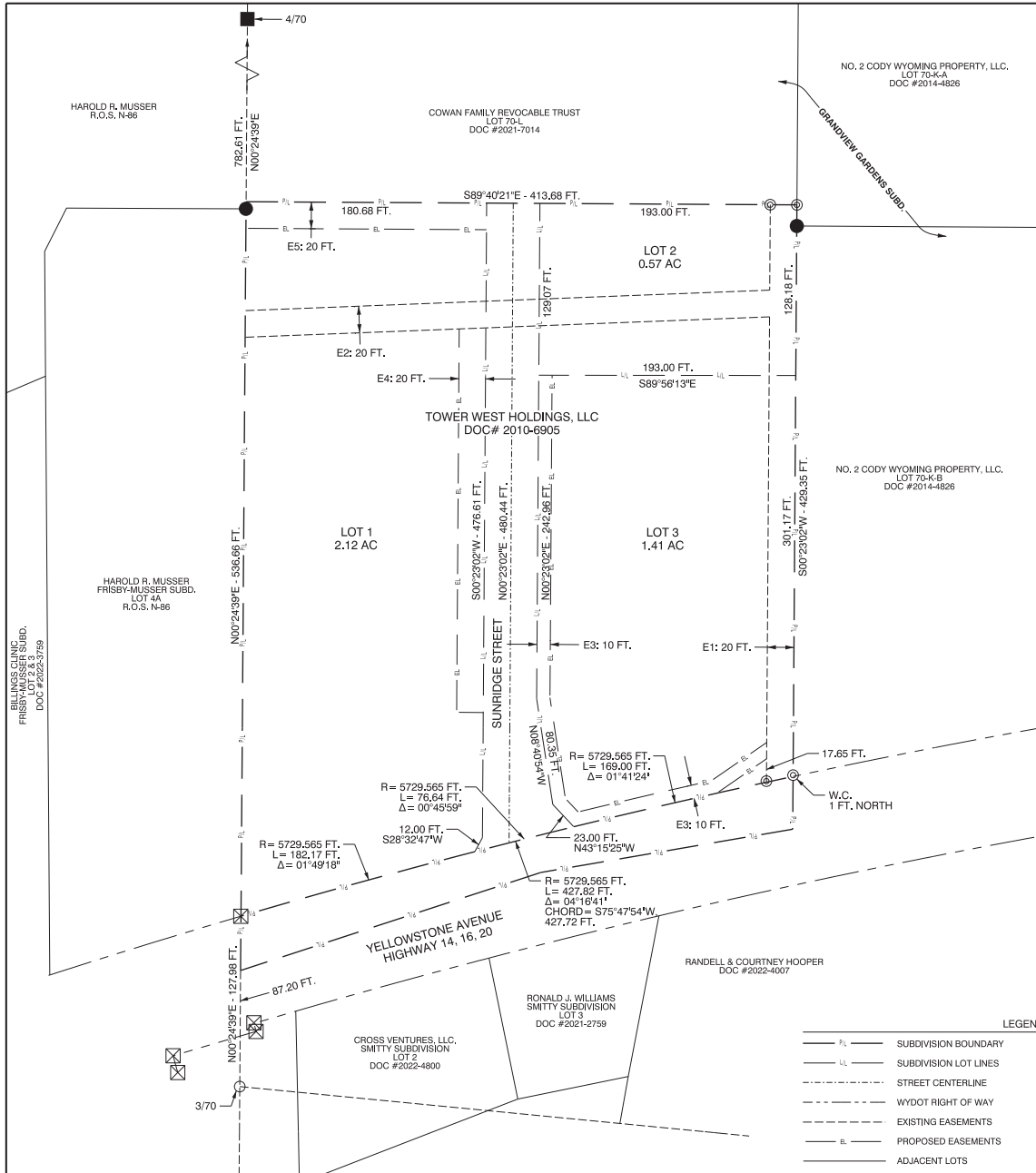
Conceptual Drainage Plan

Report to the Planning and Zoning Board

Also available upon request: Title report, application form

H:\PLANNING DEPARTMENT\FILE REVIEWS\MAJOR-MINOR SUBDIVISION\2023\SUB2023-02 KHAN UNIT DEVELOPMENT\STAFF REPORTS\AGENDA SUMMARY KHANPRELIMINARY PLAT.DOCX

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



- ### SUBDIVISION NOTES
- TOTAL SUBDIVISION AREA = 4.56 ACRES, MORE OR LESS.
  - ZONING FOR SUBDIVISION IS D3, OPEN BUSINESS/LIGHT INDUSTRIAL.
    - ZONING EAST & WEST IS D3
    - ZONING SOUTH IS D3 & MHP
    - ZONING NORTH IS COUNTY ZONING T
  - NO WETLAND AREAS AND NO AREAS SUBJECT TO FLOODING EXIST WITHIN THE PROJECT AREA.
  - STORM WATER INFILTRATION FACILITIES SHALL BE MAINTAINED PER THE STORM WATER MAINTENANCE AGREEMENT, THE DRAINAGE EASEMENT TO THE CITY OF CODY ASSOCIATED WITH THE STORM WATER INFILTRATION ESTABLISHES A RIGHT TO DRAIN STORM WATER FROM THE PUBLIC STREET (SUNRIDGE STREET) TO THAT AREA.

- ### SURVEY NOTES
- BEARINGS AND DISTANCES SHOWN ON THIS PLAT ARE BASED ON THE WYOMING STATE PLANE COORDINATE SYSTEM NAD83(2011), WEST CENTRAL ZONE.
  - GRID DISTANCES HAVE BEEN SCALED ACCORDING TO THE CITY OF CODY DATUM; 1/CF = 1.0002978
  - LINEAR UNITS ARE U.S. SURVEY FEET, ANGULAR UNITS ARE DEGREES, MINUTES, SECONDS.
  - SURVEY WORK WAS PERFORMED TO AN ACCURACY OF 1:15,000.
  - THE FOLLOWING DOCUMENTS WERE USED AS THE BASIS FOR THIS PLAT:
    - MAPS AND RECORDS ON FILE WITH THE PARK COUNTY CLERK AS NOTED IN THIS PLAT.

- ### EASEMENT NOTES
- #### EASEMENTS OF RECORD
- E1: A 20 FT. WIDE UTILITY EASEMENT & RIGHT-OF-WAY, BK. 146, PG. 217  
E2: A 20 FT. WIDE UTILITY EASEMENT & RIGHT-OF-WAY, BK. 146, PG. 217
- #### EASEMENTS GRANTED BY THIS PLAT:
- E3: A 10 FT. WIDE UTILITY EASEMENT.  
E4: A 20 FT. WIDE UTILITY EASEMENT ALONG THE WEST STREET LOT LINE ROW.  
E5: A 20 FT. WIDE DRAINAGE EASEMENT.

### CERTIFICATE OF OWNER

KNOW ALL PERSONS BY THESE PRESENTS THAT WE, THE UNDERSIGNED, ALL HEIRS AND/OR ASSIGNS, HEREBY CERTIFY THAT WE ARE THE OWNERS AND PROPRIETORS OF LANDS DESCRIBED ON THIS PLAT AND EVIDENCED BY DOC# 2010-6905 ON FILE IN THE OFFICE OF THE PARK COUNTY CLERK; THAT WE HAVE CAUSED SAID LANDS TO BE SURVEYED; THAT THE SUBDIVISION OF SAID LANDS IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS; THAT WE, THE UNDERSIGNED, HEREBY DEDICATE THE EASEMENTS AND RIGHTS-OF-WAY SHOWN HEREON FOR THE PURPOSES NOTED; THAT SAID LANDS ARE SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY AND MINERAL RIGHTS OR RESERVATION OF RECORD; AND, THAT ANY RIGHTS BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF WYOMING ARE HEREBY RELEASED AND WAIVED.

AFTAB KHAN, MANAGER - TOWER WEST HOLDINGS, LLC

STATE OF WYOMING )  
COUNTY OF PARK ) SS

THE FOREGOING CERTIFICATE OF OWNER WAS ACKNOWLEDGED BEFORE ME BY AFTAB KHAN, MANAGER: TOWER WEST HOLDINGS, LLC ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, WITNESS MY HAND AND OFFICIAL SEAL.

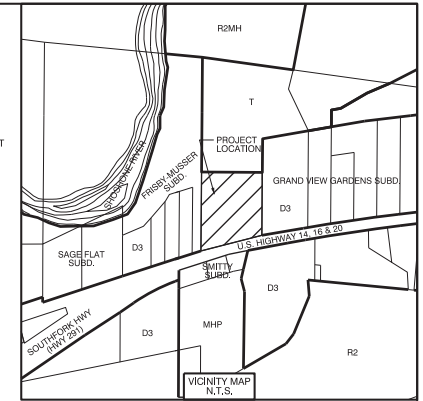
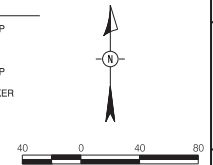
NOTARY PUBLIC

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

### CERTIFICATE OF SURVEYOR

I JESSE W. FRISBEE, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, HEREBY CERTIFY THAT THIS PLAT IS A CORRECT DELINEATION, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, OF THE DIVISION OF LANDS DESCRIBED IN DOC# 2010-6905, ON FILE IN THE PARK COUNTY CLERK'S OFFICE; THAT SAID PLAT WAS MADE FROM SURVEYS MADE BY ME OR UNDER MY DIRECT SUPERVISION, THAT CORNERS FOUND WERE LEFT UNDISTURBED, CORNERS SET WERE MONUMENTED WITH 1.5" ALUMINUM CAPS ON 5/8" X 24" REBAR AND/OR 3.25" BRASS CAPS ON 2" CONCRETE FILLED PIPE AS SHOWN ON THIS PLAT; AND THAT THE DIMENSIONS ON THIS PLAT ARE CORRECTLY SHOWN.

- ### LEGEND
- |                    |                       |   |                            |
|--------------------|-----------------------|---|----------------------------|
| — P <sub>L</sub> — | SUBDIVISION BOUNDARY  | ● | FOUND 2.5 IN. ALUMINUM CAP |
| — L <sub>L</sub> — | SUBDIVISION LOT LINES | ⊙ | FOUND 2 IN. ALUMINUM CAP   |
| - - - - -          | STREET CENTERLINE     | ○ | FOUND 1.5 IN. ALUMINUM CAP |
| - - - - -          | WYDOT RIGHT OF WAY    | ⊗ | FOUND HIGHWAY ROW MARKER   |
| - - - - -          | EXISTING EASEMENTS    | ■ | FOUND G.L.O. STONE         |
| - - - - -          | PROPOSED EASEMENTS    |   |                            |
| — — — — —          | ADJACENT LOTS         |   |                            |



### DESCRIPTION OF LANDS

A PARCEL OF LAND IN TRACT 70, T. 52 N., R. 102 W., OF THE SIXTH PRINCIPAL MERIDIAN, RESURVEY, CITY OF CODY, PARK COUNTY, WYOMING, BEING PART OF A PARCEL OF LAND DESCRIBED IN A WARRANTY DEED FILED FOR RECORD IN THE PARK COUNTY CLERK'S OFFICE IN DOC# 2010-6905, AND BEING ALL OF PARCEL 9 AS SHOWN ON A PLAT FILED FOR RECORD IN THE PARK COUNTY CLERK'S OFFICE IN BOOK 124 ON PAGE 47, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 14, 16, & 20 (YELLOWSTONE AVE.), SAID POINT BEING LOCATED N07°24'39"E, 127.96 FEET FROM CORNER NO. 3 OF SAID TRACT 70; THENCE N07°24'39"E, 536.66 FEET ALONG THE WEST LINE OF SAID TRACT 70; THENCE S89°40'21"E, 413.68 FEET; THENCE S07°23'02"W, 429.35 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE SAID NORTHERLY RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 5729.565 FEET, THROUGH A CENTRAL ANGLE OF 4°16'41" FOR A DISTANCE OF 427.72 FEET, HAVING A CHORD BEARING AND DISTANCE OF S75°47'54"W, 427.72 FEET TO THE POINT OF BEGINNING, CONTAINING 4.56 ACRES OF LAND MORE OR LESS.

**DRAFT**

JESSE W. FRISBEE  
WYOMING REGISTRATION NO. 17010, L.S.

## PRELIMINARY PLAT SHEET 1

### KHAN UNIT DEVELOPMENT SUBDIVISION

BEING A SUBDIVISION OF A PARCEL OF LAND  
LOCATED WITHIN TRACT 70

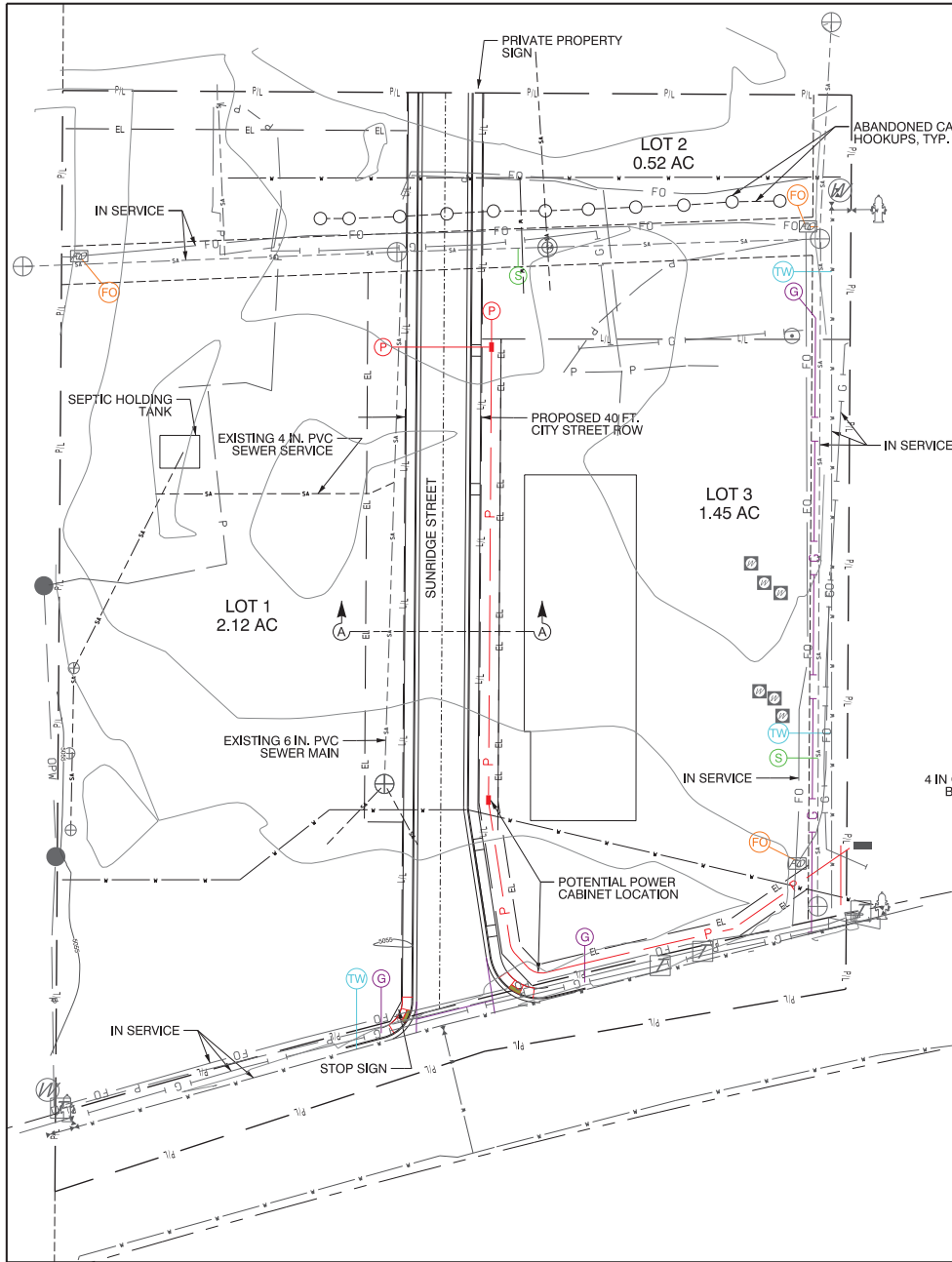
RESURVEY T. 52N., R. 102W.,  
6TH P.M., CITY OF CODY, PARK COUNTY, WYOMING

DEVELOPER / OWNER:  
TOWER WEST HOLDINGS, LLC  
631 PAR DRIVE  
GILLETTE, WY 82718  
DOC# 2010-6905

**SAGE CIVIL ENGINEERING  
AND SURVEYING**  
2824 BEE HORN AVE.  
CODY, WY 82401  
307-627-0915

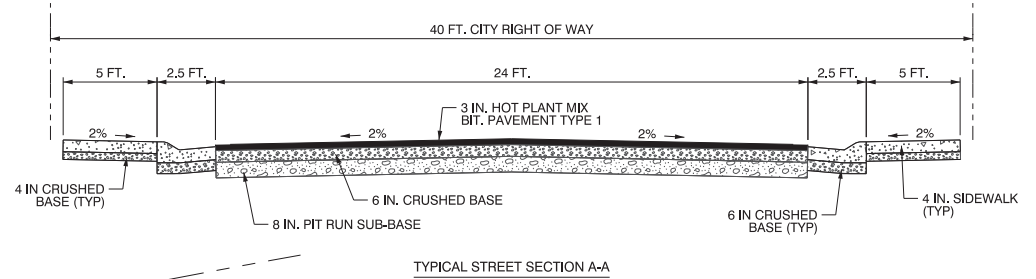
MAY 3, 2023 FIELD SURVEY: # 2023-048  
DRAWN BY: STM  
PROJECT: 22-048 PLATBOOK  
FIELD SURVEY: JWF  
FIELD BOOK:





#### NOTES:

- EXISTING UTILITIES SHOWN ARE BASED ON FIELD MAPPING DATA AS WELL AS AS-BUILT PLANS RECEIVED FROM THE CITY. REPRODUCED UTILITY INFORMATION ARE TO BE ASSUMED AS APPROXIMATE LOCATION ONLY.
- ALL PRIVATE SERVICES & MAINS THAT EXIST WITHIN THE PROPERTY ARE ASSUMED TO BE ABANDONED AND NO LONGER IN SERVICE, UNLESS NOTED OTHERWISE.
- EXISTING UTILITIES SHOWN GREYSSCALE, PROPOSED SHOWN COLOR/BLACK.
- EXISTING UTILITIES:
  - CITY OF CODY - TREATED WATER MAINS: (DEPTH, 6 FT. APPROX.)
    - 6 IN. DIP ALONG NORTH YELLOWSTONE AVE. FRONTAGE
    - 10 IN. PVC ALONG SOUTH YELLOWSTONE AVE. FRONTAGE
    - 8 IN. PVC WITHIN N-S EASEMENT ALONG EASTERN BOUNDARY
  - CITY OF CODY - SANITARY SEWER MAINS:
    - 10 IN. PVC. EAST TO WEST ACROSS PROPERTY (DEPTH, 9 FT. APPROX.)
    - 12 IN. PVC WITHIN N-S EASEMENT ALONG EASTERN BOUNDARY
  - CITY OF CODY - ELECTRICAL:
    - UNDERGROUND ALONG PROPERTY FRONTAGE (DEPTH, 36-48 IN. APPROX.)
    - OVERHEAD AT WEST PROPERTY BOUNDARY
  - BLACK HILLS ENERGY - GAS LINE:
    - ALONG PROPERTY FRONTAGE (DEPTH, 3 FT. APPROX.)
    - WITHIN N-S EASEMENT ALONG EASTERN BOUNDARY
  - TCT - FIBER OPTIC:
    - ALONG PROPERTY FRONTAGE (DEPTH, 3 FT. APPROX.)
    - EAST TO WEST TOWARDS NORTH END OF PROPERTY
  - CODY CANAL
    - WATER RIGHTS EXIST WITHIN THE PROPERTY AND WILL BE DEALT WITH ACCORDINGLY.



LEGEND	
	SUBDIVISION BOUNDARY
	LOT LINE
	EXISTING EASEMENT
	PROPOSED EASEMENT
	SA SANITARY SEWER LINE & SERVICE
	W TREATED WATER LINE & SERVICE
	G GAS MAIN AND SERVICE
	P UNDERGROUND POWER LINE
	OPW OVERHEAD POWER LINE & SERVICE
	POWER POLE
	POWER CABINET (PROPOSED/EXISTING)
	FO FIBER OPTIC LINE & SERVICE
	FO FIBER OPTIC VAULT
	TELEPHONE/COMMUNICATION PEDESTAL
	FIRE HYDRANT
	WATER VALVE
	WATER METER
	EXISTING WELL
	MAJOR CONTOUR
	MINOR CONTOUR

## PRELIMINARY PLAT SHEET 2 UTILITIES

### KHAN UNIT DEVELOPMENT SUBDIVISION

BEING A SUBDIVISION OF A PARCEL OF LAND  
LOCATED WITHIN TRACT 70

RESURVEY T.52N., R.102W.,  
6TH P.M., CITY OF CODY, PARK COUNTY, WYOMING

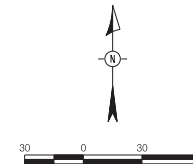
DEVELOPER / OWNER:  
TOWER WEST HOLDINGS, LLC  
6311 PAR DRIVE  
GILLETTE, WY 82718  
DOC# 2010-6905

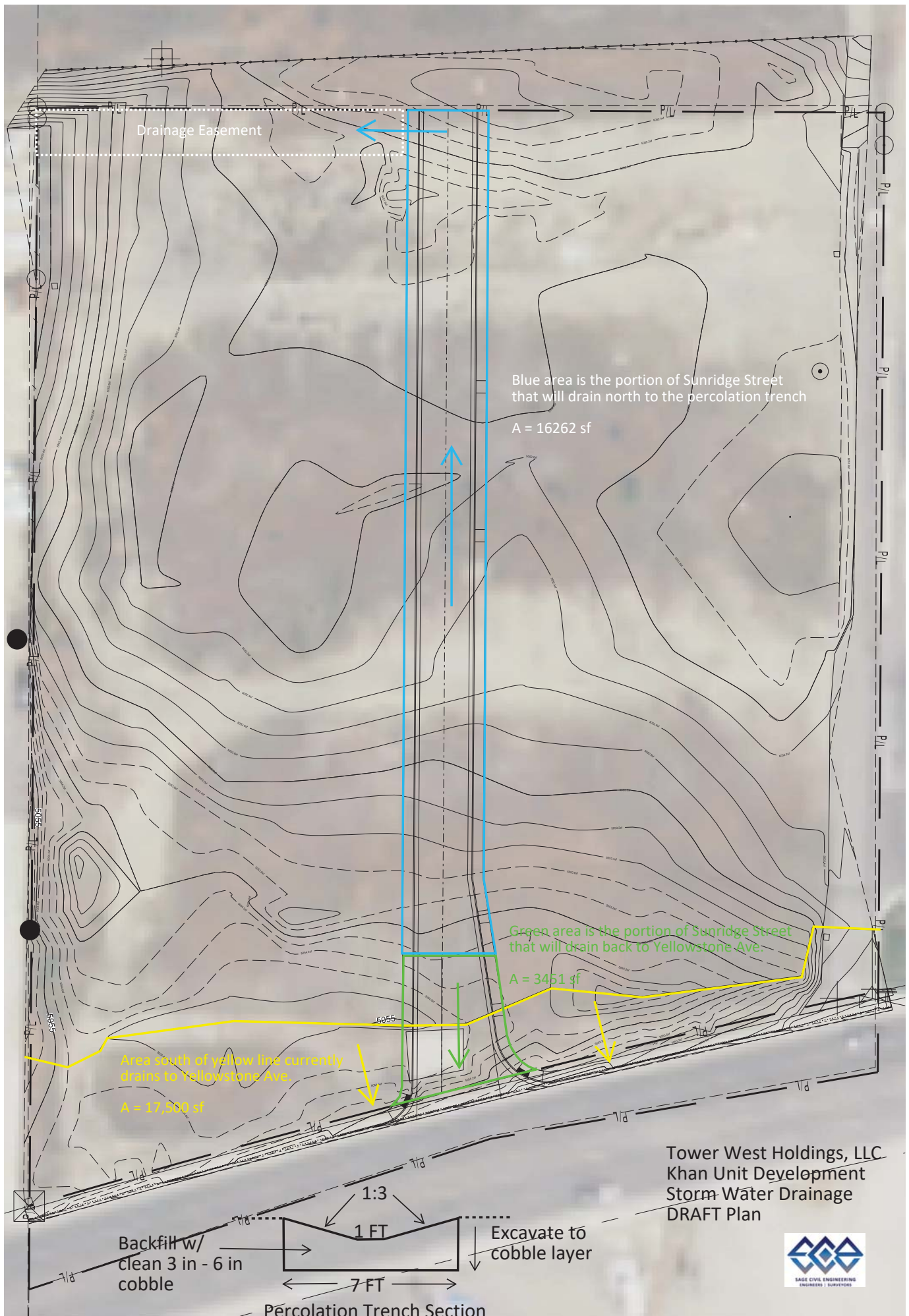
SAGE CIVIL ENGINEERING  
AND SURVEYING  
2854 BEE HORN AVE.  
CODY, WY 82414  
307-627-0915

MAY 3, 2023  
DRAWN BY: STM

PROJECT # 2023-048  
22-048\_PLAT-004

FIELD SURVEY:  
BY: JWF FIELD BOOK:





# CITY OF CODY PLANNING, ZONING AND ADJUSTMENT BOARD STAFF REPORT

<b>MEETING DATE:</b>	JULY 11, 2023	<b>TYPE OF ACTION NEEDED</b>	
<b>AGENDA ITEM:</b>		P&Z BOARD APPROVAL:	
<b>SUBJECT:</b>	PRELIMINARY PLAT OF THE KHAN UNIT DEVELOPMENT SUBDIVISION— A 3-LOT COMMERCIAL SUBDIVISION. SUB 2023-02	RECOMMENDATION TO COUNCIL:	X
<b>PREPARED BY:</b>	TODD STOWELL, CITY PLANNER	DISCUSSION ONLY:	

## PROJECT OVERVIEW

Tower West Holdings, LLC has submitted a preliminary plat application for a 3-lot subdivision identified as the Khan Unit Development Subdivision. The property is in the Light-industrial/Open Business (D-3) zoning district and currently vacant. Access to the three lots would be from a new street running north-south through the property.

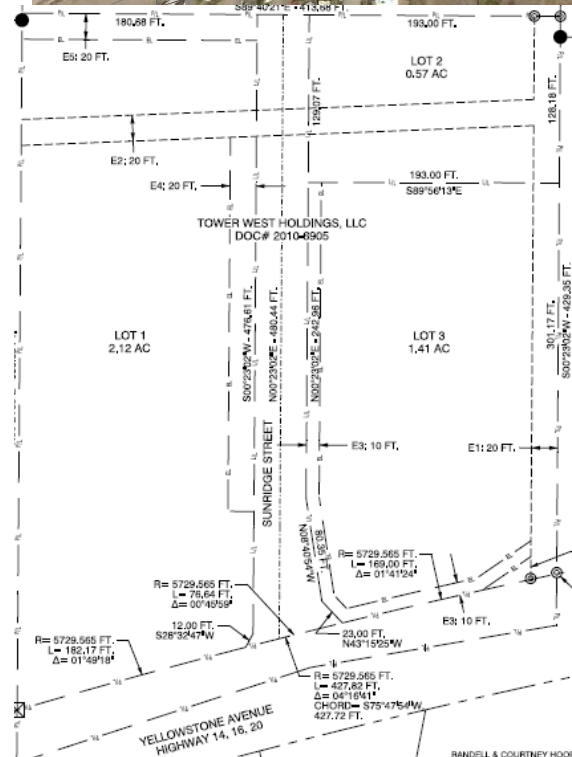
## SUBDIVISION REGULATIONS

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

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

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

Comment: The proposed street will tie into Yellowstone Avenue at slightly less than a 90-degree angle, but the angle is acceptable. On the construction plans that will be submitted with the final plat, the north end of the proposed street will need to be shown to be able to be extended in compliance with City standards, when considering the grade.



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

Comment: The proposed interior street through this property is identified in the master street plan as a future local street. The alignment through the middle of the property as opposed to the east side makes more sense for the developer and should still work well for the street to be extended to the north. The proposed street meets this requirement of conforming to the master street plan, and a later requirement relating to maximum block length.



However, the undeveloped properties to the north have a private 20-foot-wide access easement that runs along the east side of the subject property. With the street being shifted to the middle of the property, the private access will need to be abandoned and replaced with access from the new street, once it is completed. The applicant's engineer indicates that all the parties are agreeable, but at this time the City has not received anything in writing or verbally from those property owners. The location of the new street is dependent on the vacation of the access easement along the east boundary of the property—the accompanying private utility easement can remain at that location if needed.

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

Comment: There are no internal street jogs.

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

Comment: The street design adequately considers the topography of the site.

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

Comment: Met—near a right angle.

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

Comment: Some local streets must be through streets—it is believed this requirement is referring to cut-through traffic, which is not an issue.

*G. Cul-De-Sacs: Cul-de-sacs shall be permitted, providing they are no longer than five hundred feet (500'), including the area at the end of said cul-de-sac; ...*

Comment: Not applicable—the street is designed and intended to be extended.

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

Comment: The street will be extended to the north as a private street in conjunction with its construction. The yet to be disclosed development of Lot 3 will provide an area that can be utilized as a turnaround for meeting the intent of this requirement.

*I. Half Streets: Half streets will be prohibited...*

Comment: Not applicable.

*J. Reverse Curves: Reverse curves on...residential and marginal streets and alleys shall have at least one hundred feet (100') of tangent length between reverse curves*

Comment: None proposed.

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

	<b><i>Minimum Right Of Way Width</i></b>	<b><i>Minimum Grade</i></b>	<b><i>Maximum Grade</i></b>
<i>Residential street</i>	<i>60 feet</i>	<i>0.3 percent</i>	<i>7.0 percent</i>

Comment: The subdivision ordinance has not been updated to reflect the residential street profile of the street master plan, so a variance is requested to the 60-foot right-of-way width shown in the table. The extent of the variance needs discussed. The street master plan identifies a 50-foot-wide right-of-way for a local street. That is typically paired with at least 5-foot-wide utility easements to each side. That is the typical standard. Any variance to the standard beyond that identified in the master plan must show, "...that strict compliance with the requirements of this title will result in extraordinary hardship to the subdivider due to unusual topography or other similar land conditions," or be based on "where the subdivider can show that variances will make a greater contribution to the intent and purpose of this title..." (see 11-5-2(B) of the City code).

The application proposes a 40-foot-wide public right-of-way with a 10-foot-wide easement along most of the east side. Planning and Public Works staff believe that due to the long-term potential for development to the north of this property (110 acres, at least half of which is developable), there is a sufficient public purpose to require the standard 50-foot-wide right-of-way, along with 5-foot-wide utility easements to each side. If the 50-foot width not obtained as right-of-way now, there would likely be



development within this subdivision that would occur and preclude additional right-of-way from being obtained in the future.

Related to the right-of-way width discussion is the required width of the new street. The appropriate street width will be discussed in Item R below.

Maximum grade requirements will be met.

*L. Vertical Curve Length: The minimum length of vertical curves shall be as follows... Arterial, collector and residential streets: 15 times the algebraic difference in the rate of grade.*

Comment: Anticipated to be met. It will be verified in the construction plans with the final plat.

*M. Visibility: Clear visibility, measured along the centerline of the street shall be as follows...Residential street 200 feet*

Comment: Met.

*N. Curvature Radius: The minimum radius of curvature on the centerline of a street shall be as follows...Residential street 200 feet*

Comment: Met.

*O. Streets with Interior Angles: ...For street intersections with an interior angle greater than seventy degrees (70°), the curb shall be rounded by a radius of nine and one-half feet (9½').*

Comment: As proposed.

*P. Alleys: Alleys shall be required in all subdivisions with the minimum width being twenty feet (20'), unless extreme conditions preclude the feasibility of alleys... Alleys shall be constructed with a minimum of six inches (6") of crushed aggregate base course for the finished surface. The specification for the gradation of the crushed aggregate base course may be obtained from the city engineer.*

Comment: A variance to the alley requirement is requested, as there are no alleys to tie into. The lots are sufficiently large that garbage collection can occur within each lot. Staff supports the variance request.

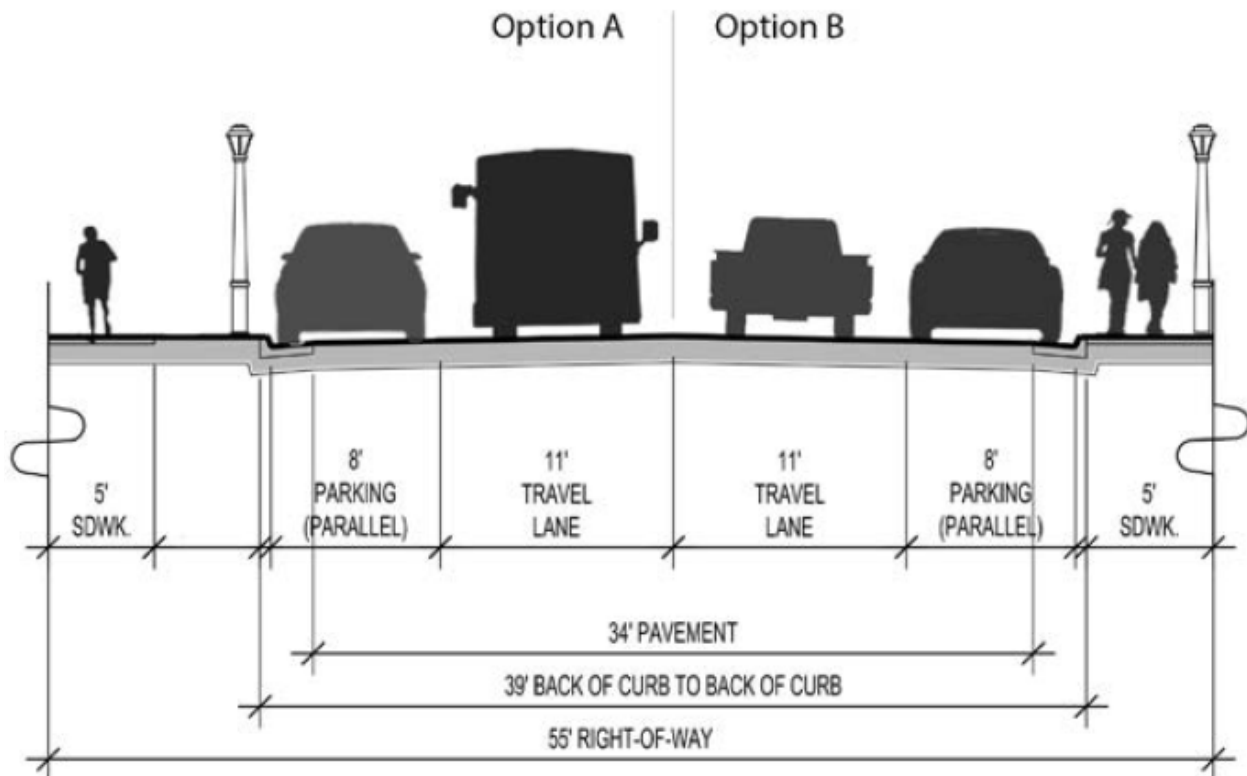
*Q. Curb, Gutter, Sidewalk, Paved Streets: Curb, gutter, sidewalk and paved streets shall be required in all proposed subdivisions unless waived in accordance with criteria set out in subsection 11-5-2B...The developer shall be responsible for demonstrating to the city that the grades and location of the proposed improvements shall be compatible with all future development in the area.*

Comment: Curb, gutter and sidewalk and asphalt pavement are proposed for the interior street. The construction plans for the street will need to demonstrate that the

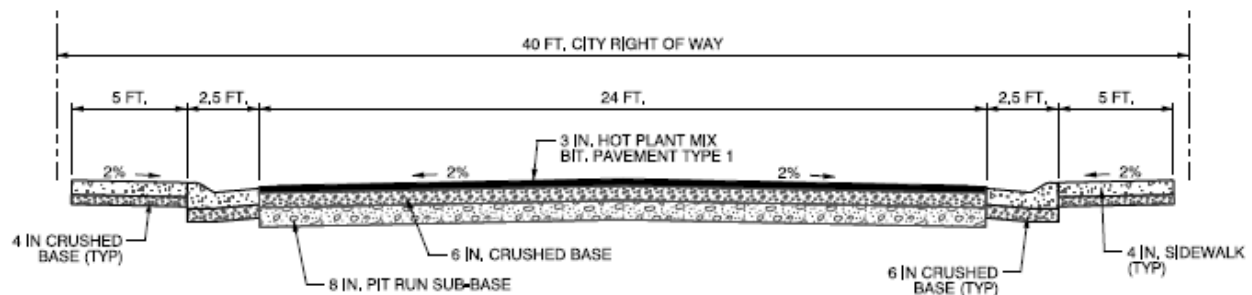
elevation of the north end of the street appropriately considers its extension to serve lands to the north.

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

Comment: The typical street cross section, as identified in the street master plan is shown here, and includes a 34-foot-wide asphalt surface, with curb and gutter, and 5-foot-wide sidewalks on each side.



The application requests a reduction in the asphalt surface to 24 feet, as depicted here.



The requested 24-foot-wide option is likely sufficient for the immediate subdivision, as parking along the street would not be necessary if sufficient on-site parking is provided with each commercial development, as anticipated. However, in the long-term, after much of the lands to the north develop, there is a potential for a significant increase in traffic, which is likely to justify a center turn lane in this section of street.

If the street is constructed per the standard, that option would exist and could occur simply by re-striping the street. If it is constructed with the requested 24-foot-wide asphalt width, providing the center turn lane would necessitate removal of at least one side of the street, additional widening, and replacement of the curb, gutter and sidewalk. However, that need is likely 20-30 years away, if I were to speculate.

The Board will need to determine the appropriate street width. If they are agreeable to the 24-foot width of asphalt, the street should be constructed to one side of the 50-foot-wide right-of-way, so as to allow the future widening to occur to one side. All utilities would also need to be kept in the 5-foot-wide utility easements to avoid conflicts with the future street widening.

As a reduction from the standard is a variance, the criterion is as noted in Item K above, which can be found in this link in its entirety ([Link](#) to City code).

The above discussion does not consider voluntary cooperation between this developer and the landowners to the north—it may be an option to approach them and ask if they are willing to contribute towards the extra asphalt to preserve their development options and minimize costs by constructing the full street up front.

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

Comment: No storm sewer facilities exist in the area. The street does not have any valley gutters crossing it.

*T. Drainage: The area to be subdivided shall be designed to provide proper and sufficient drainage. Runoff and storm sewer systems shall be designed to adequately drain the subdivision and adjacent area that will drain into the subdivision. All stormwater systems shall be designed to achieve zero increase in runoff and shall be in compliance with the city stormwater management policy, as amended. They shall be designed and constructed to allow runoff and stormwater to flow by gravity from the subdivision to an adequate outlet. When an existing storm sewer trunk line is available, the proposed system shall be designed to connect to it. When an existing storm sewer trunk line is not available, a drainage plan must be developed that is acceptable to the city.*

Comment: A conceptual drainage plan has been developed and includes a swale at the north end of Lot 1. Further information, including storm water calculations will need to be submitted. Also, it must be determined if the storm water infiltration swale will be



privately maintained, or if they desire it to be maintained by the City. Typically, the swales are utilized for retention of runoff from both the street and development, in which case they are privately maintained. If privately maintained, the developer will need to determine how to provide for the perpetual care and maintenance—whether Lot 1 accepts full responsibility, or if an agreement between all lots.

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

*1. Lots shall be sized to meet the requirements of the appropriate zoning.*

Comment: Met.

*2. Every lot shall abut upon or have access to an approved street or an approved cul-de-sac.*

Comment: Met.

*3. Side lot lines shall be at approximate right angles to the street line on which the lot faces.*

Comment: Met.

*4. Strip lots established with the intent of restricting access to streets or alleys will be prohibited.*

Comment: Met.

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

Comment: Met, due to the new interior street.

**Section 11-5-1, DEVELOPMENT AND IMPROVEMENT** also includes standards for construction. Most of those items are simply verified in the construction plans and/or as part of the final plat review. Those that warrant discussion at this point are noted below.

*C. Curbs, Gutters And Sidewalks: Curbs, gutters, and sidewalks shall be constructed along both sides of any proposed streets. ...*

Comment: Will be met as proposed.

*D. Street Design, Construction: Streets shall be designed and constructed according to accepted engineering practices and construction standards with the minimum cross section being the city standard.*

Comment: This is the same item for discussion in Item R above.

*E. Street Name Signs: Street name signs shall be installed at all intersections.*

Comment: A street and stop sign will need to be shown on the construction plans. The proposed street name is "Sunridge Street". The name has yet to be approved by the street naming committee.

*F. Sanitary Sewer: Sanitary sewer shall be constructed according to city approved specifications and city construction standards, and shall connect to the city system. It shall also be approved by all appropriate state and/or federal agencies. Each lot within the proposed subdivision shall be connected to a minimum eight-inch (8") diameter sewer main by a minimum four-inch (4") diameter sewer service line. The service lines shall be extended from the sewer main to the property line according to city standards. The use of individual septic systems will not be permitted when a sanitary sewer main is available. If, in the city's opinion, a larger sewer main is necessary to allow for future development of adjacent areas, an agreement may be entered into between the developer and the city whereby the city may help finance the oversized main. It will be the developer's responsibility to ensure that the piping system for the proposed subdivision is connected to the city system.*

Comment: All lots have direct access to an existing City sewer main.

Note: The "sewer main" shown along the west side of the new street is not a City main. There should not be an easement shown for this line. If the line conflicts with the street width/alignment, the line must be abandoned, removed from the City manhole, and the hole and trough grouted closed.

*G. Storm Sewer: Storm sewer shall be constructed according to city approved specifications, separate from the sanitary sewer. When reasonably possible the storm sewer shall be connected to the existing storm sewer system.*

Comment: There is no storm sewer system in the City street system in the area. As noted previously, an internal drainage system is proposed.

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

Comment: All lots have direct access to an existing City water main.

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

Comment: Hydrants exist near the southwest and southeast corners of the property. Another hydrant is in an easement along the east side of the property, behind the Good 2 Go convenience store. To fully meet this requirement, either direct vehicle access needs to be provided/obtained to that fire hydrant behind the Good 2 Go store (a gated fence is still okay), or a new hydrant will need to be installed along the new street at the north end of the property. Discuss details with the Fire Marshal and provide a plan with the final plat.

It is also noted that the specific development of the lots (the yet undisclosed use of Lot 1) may necessitate additional fire hydrants on Lot 1 and potentially looping of the water main system. That hydrant would likely negate the need for a hydrant at the north end of the street.

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

Comment: No known open irrigation ditches are on the property.

*K. Utilities: All utilities (electrical service, natural gas, telephone, cable TV, etc.) shall be installed underground, whenever possible, in the streets, alleys or utility easements shown on the final plat. All buried utilities will be placed before the finished surface is placed on the streets or alleys. Written agreements between the subdivider and each utility company, copies of which will be presented to the city with the construction specifications, shall be drawn up stating who will install the utilities and how the costs for their installation shall be covered...*

Comment: As planned. Utility agreements will need to be submitted with the final plat.

*L. Other Improvements: Any other improvements, such as bridges, culverts, etc., not specifically mentioned herein but found necessary by the city due to conditions found on the site shall be constructed.*

Comment: The removal of unused approaches, and their replacement with standard barrier curb, gutter, and sidewalk is within the scope of this requirement.

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

Comment: Two street lights will be needed.

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

Comment: Not applicable, based on City Council interpretation of classifying all subdivisions of 5 lots or less as "minor" for purposes of this requirement.

#### **OTHER:**

**Irrigation:** The property has surface water rights. As they have not been utilized for some time, attempting to transfer them to the City would be difficult. Granting a variance to allow the surface water rights to be transferred to a 3<sup>rd</sup> party would be consistent with current Council direction. Due to recent state law changes, an

Authorization to Detach Water Rights will need to be obtained from the state Board of Control before the final plat can be approved (recorded).

**Abandoned Utilities:** The property contains utility services that are no longer active. Unless otherwise proposed to the City, the owner of each individual lot will be responsible for abandoning and/or removing the unused utility services located within their lot to the satisfaction of the associated utility provider in conjunction with development of each lot. If not completed before, the details can be identified with the site plan review for each lot.

**Miscellaneous:**

For purposes of providing direction for preparation of the construction plans and final plat, the following comments are provided.

1. Provide the WYDOT access permit for construction of the new street connection to the Yellowstone Avenue. Incorporate any requirements into the street construction plans.
2. Primary vehicle access for all lots will be limited to the interior street. Include a note on the final plat to notify lot owners of the restriction.
3. Move the "Yellowstone Avenue Highway 14, 16, 20" label to within the plat. The Certificate of Owner states that the right-of-way is dedicated. That is acceptable (and preferred), as the highway is not shown as part of the lots and its ownership will not get "lost" as it is being dedicated to the public. Further clarify language in the Certificate of Owner as needed, and include dimensions for the highway centerline.
4. Add the existing easement along the east side of the property, and add notes/labels as necessary to indicate its situation.
5. Due to the unknown sizes of the water services to each lot, which are anticipated to be larger than the  $\frac{3}{4}$ " minimum, tap fees will not be collected with the subdivision. Tap and connection fees will be assigned with the site plan review of each lot.

**POTENTIAL MOTION:**

Recommend that the City Council approve the preliminary plat for the proposed subdivision, and grant the variances listed below, subject to the listed conditions:

**Subdivision Variances:**

1. To allow use of the updated master plan street section (Local section, with 34' asphalt width) and corresponding reduction in right-of-way width (50 feet, with 5' utility easements to each side).

OR

To allow use of a 24-foot-wide asphalt street with curb, gutter, and sidewalks, shifted to one side of a 50-foot right-of-way with 5' utility easements to each side.

2. To waive the alley requirement.
3. To allow the surface water rights to be transferred to a 3<sup>rd</sup> party.

Conditions:

1. Provide the WYDOT access permit for construction of the new street connection to the Yellowstone Avenue. Incorporate any requirements into the street construction plans.
2. The street location is dependent on the private access easement along the east side being removed/vacated immediately upon completion and acceptance of the new public street. Provide a written agreement from all affected parties indicating their commitment to do so. Include responsibility for removing the abandoned approach and replacing it with standard barrier curb, gutter, and sidewalk to WYDOT specifications.
3. Modify the street right-of-way to correspond to a minimum 50-foot width, and provide 5-foot-wide public utility easements along each side.
4. Design the street according to the extent of the variance granted.
5. Vehicle access for the lots will be limited to the interior street. Include a note on the final plat to notify the lot owners of the restriction.
6. All unused approaches are to be removed and replaced with standard barrier curb, gutter, and sidewalk to WYDOT specifications. For the unused approaches other than the private access addressed in Condition 1, the work is to occur in conjunction with construction of the new street.
7. Include installation of a street sign in the construction plans. The street name will be verified with the Street name committee.
8. Provide a complete drainage report with the final plat application. Determine maintenance responsibility for the infiltration swale in coordination with the City. If privately maintained, determine maintenance responsibility between the lot owners.
9. Satisfy the fire marshal and City regarding the plan for a fire hydrant at the north end of the property—either access to the hydrant on the Good 2 Go property, or a new hydrant.
10. It is presumed that the property owner is planning to transfer the water rights off the property, rather than develop a distribution system for utilization of the water rights. If so, an Authorization to Detach Water Rights must be approved by the state Board of Control, which includes concurrence from the Cody Canal Irrigation District, before the final plat is signed by the mayor.

11. All unused utility services are to be abandoned to the satisfaction of the corresponding utility provider in conjunction with development of each lot. The septic tank is to be removed, or filled with a sand slurry. Any further clarification can be provided with the site plan reviews for development of each lot.
12. As noted under the miscellaneous section: Move the "Yellowstone Avenue Highway 14, 16, 20" label to within the plat and otherwise clarify the highway right-of-way situation; and, add the existing easement along the east side of the property, with notes/labels as necessary to indicate its situation.
13. The final plat application and construction documents shall otherwise comply with the City subdivision ordinance.

**ATTACHMENTS:**

Preliminary Plat

Preliminary utility plan

Conceptual Drainage Plan

Also available upon request: Title report, application form

MEETING DATE:	JULY 18, 2023
DEPARTMENT:	COMMUNITY DEVELOPMENT
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____
PRESENTED BY:	TODD STOWELL

## **AGENDA ITEM SUMMARY REPORT**

### **The Final Plat of the Case Minor Subdivision**

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

Approve the final plat for the Case Minor Subdivision, a 3-lot subdivision, subject to conditions of approval.

#### **SUMMARY**

Jessica Case has submitted the final plat application for her 3-lot subdivision identified as the Case Minor Subdivision. The property is zoned R-2 residential and located east of 14<sup>th</sup> Street and south of Meadow Lane Avenue. The final plat is attached for your review.

#### **SUBDIVISION REGULATIONS**

The general subdivision ordinance requirements were reviewed with the preliminary plat approval. The following subdivision variances were granted by the City Council:

#### **Subdivision Variances:**

1. To waive the requirement to construct the alley, until Lot 2 is further divided.
2. To reduce the street requirement to consist of a minimum 20-foot-wide paved approach, extending at least 25 feet off of 14th Street, with a minimum 20-foot-wide gravel or paved lane from the approach to Lot 1.
3. To allow any surface water rights on the property to be transferred to a 3rd party, rather than to the City.



The developer requests an additional variance. The variance would be to the requirement that all subdivision improvements be completed prior to issuance of a building permit (City Code 11-2-2(B)), so that a building permit may be issued to the owner for construction of their own residence on Lot 1 prior to the subdivision improvements being completed and accepted. The variance would be subject to the condition/commitment that all subdivision improvements would be completed prior to occupancy (temporary or final) of a dwelling on Lot 1. As in other similar situations, access to the construction area would be restricted to the owner's contractors only during construction; the owner

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

remains responsible to complete the improvements (e.g. access road and utilities); the property will not be transferred to someone else; and, all work is at the owner's risk.

Staff supports the variance request, as it reflects what the City Council has authorized recently in similar situations. (A foundation permit has already been granted based on precedent and the longer-than-normal processing time due to the P&Z Board's full agendas recently.)

### **Final Plat Supplemental Materials:**

According to 11-3-3 of the subdivision ordinance, the subdivider is to present the final plat and all supplemental materials required according to the subdivision regulations. After an initial review of the materials by staff, the Board is to verify that:

*Design of the final plat ...conform[s] to the approved preliminary plat and ...include[s] all changes specified thereon. The commission [P&Z Board] will review the final plat and its attached supplemental materials and make a recommendation of approval, conditional approval or disapproval to the council. When taking action on a proposed plat, the written comments of the utility companies will be reviewed and considered along with comments from any other outside agencies and interested parties. Upon completion of the review, the commission will recommend approval, conditional approval or disapproval of the plat to the council.*

The "supplemental materials" are all discussed in the context of the preliminary plat conditions, with the exception of the utility company comments, which is noted as follows.

*Utility company letters or agreements from all concerned utility companies (e.g. telephone, cable TV, gas, electrical, irrigation districts, Wyoming highway department, water, sewer, etc.) that clearly define how the utilities will be installed;*

Status: The utility companies applicable to this project are telecommunications, natural gas, and City electric, sewer, water, and raw water. City utilities are coordinated. Black Hills Energy, TCT, and Bresnan/Charter are aware of the project and capable of serving the lots. However, no written letters or agreements have been provided.

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

The conditions of the preliminary plat approval are listed below, with the status of each.

Conditions:

- 1. The applicant's engineer is to provide a design of the entrance road for review and approval with the final plat. The design must reasonably improve the angle where the road meets 14<sup>th</sup> Street. If the phone pedestal is in the way, coordinate relocation with the utility provider and Public Works.*

Status: An engineered plan has been provided, which greatly improves the angle where the road meets 14<sup>th</sup> Street. However, the phone pedestal appears to be in the way and no information has been provided from the utility provider regarding what needs to occur in order for it to be relocated. In addition, the plans do not identify the clearance over the Shoshone Municipal Pipeline, and the City has not heard back from SMP to verify they are okay with the details of the crossing.

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



2. *Provide easement documents for the access road and utilities to Lot 1. (Two easements—the main easement and the electrical easement to the east).*

Status: Exhibits for use in easement documents have been provided, but the easement documents themselves have not been submitted. As these are private easements for private services, they are to be provided by the applicant, for consideration by the property owner. Corrections to the exhibits are needed—contact staff to discuss.

3. *Coordinate with the fire marshal and City Public Works on how the fire hydrant requirement will be met—install a hydrant at 14<sup>th</sup> Street, or install a fire sprinkler system in the house on Lot 1 and obtain a variance from the fire marshal for the distance from the hydrant.*

Status: The location of a new fire hydrant has been identified. The location is on the east side of 14<sup>th</sup> Street, just north of the access road. (Note the road plans have not been updated, and show it south of the access road.) It is the responsibility of the applicant to have it installed to City standards. Coordinate with Public Works.

4. *Confirm with the fire marshal, and if applicable, add a note to the plat that development of Lot 1 is to include a turnaround to the fire marshal's standards when a house is constructed on the lot. (Fire sprinklers may affect applicability of the requirement.)*

Status: A turnaround area is shown on the building permit plans and roadway access plans, which meets the turnaround requirement. Construction will occur in conjunction with the house improvements.

5. If surface water rights exist on the property, they need to be removed. If applicable, the application must be prepared and accepted by the State Board of Control office before the final plat can be signed.

*Status: Surface water rights exist on the property. The City Council authorized a variance to allow the surface water rights to be transferred to a 3<sup>rd</sup> party. The first step in that process is to obtain permission to detach the surface water rights from the State Board of Control, in the form of an "Authorization to Detach Water Rights" (ADWR). The property owner's engineer has applied to do so, but the application was found to have errors and the Board of Control needs those corrections to the application before they can accept the ADWR at a meeting. Their next meeting is August 14, 2023. Current state law prohibits the City from approving a subdivision until the ADWR is accepted (approved) by the Board of Control. In practice, staff believes we can continue the local subdivision authorization, and authorize the final plat on the condition that the ADWR be approved by the Board of Control prior to the mayor signing the final plat so that the plat can be recorded. Approval of the ADWR is sufficient for the final plat to be signed and recorded—the water rights do not have to be removed before then—they have 5 years to transfer to a 3<sup>rd</sup> party.*

6. *Provide a raw water easement to Lot 3.*

Status: The raw water easement to Lot 3 is proposed to be established by a separate easement document. The exhibit for the easement has been submitted, but not the easement document.

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

There is also an error in the description on that exhibit. The easement will need to be established so that it can be referenced on the final plat.

7. *List the variances granted on the final plat.*

Status: Done.

8. *Applicable utility fees are to be paid as part of the final plat process. (Water taps for Lot 1.)*

Status: Done.

9. *The final plat application and construction documents shall otherwise comply with the City subdivision ordinance.*

Status: Other than some corrections to the final plat document, and the items listed above, the application and construction documents are in good shape. The needed corrections to the final plat include:

- a) In the Certificate of Owner, correct the number of lots of record from 3 to 2, address the dedication of easements, consent to vacate the 20' waterline easement, and state the purpose. The following language is provided for guidance: "...Beck Lake Plaza is to divide and reconfigure the two lots of record into three lots as shown hereon; that I hereby dedicate the raw water easement shown hereon; and, that I request and consent to the vacation of the 20' City of Cody waterline easement as shown hereon."
- b) Add a note (Note 3) explaining the easement vacation.
- c) Fix the dimensional leader for the 20' electrical easement.
- d) Add marks to clarify the extent of the 464.86' dimension on Lot 1.
- e) In the P&Z block, change "approved" to "Recommended for approval".
- f) Complete the recording information for the City of Cody property to the South of Lot 1 (currently \*\*\*\*).
- g) Complete the recording information for the easements, once they are recorded.
- h) The easement vacation approval could be better documented by adding language to the City Council approval block.

**ALTERNATIVES:**

Approve, deny, or approve with conditions.

**RECOMMENDATION:**

The Planning & Zoning Board recommends conditional approval of the Case Minor Subdivision final plat, including vacation of the water line easement indicated and an additional variance to allow issuance of a full building permit for the owner to construct a new house on Lot 1 prior to completion of the subdivision improvements, all as described in items 1, 2 and 3 below. Please note that the proposal also includes the City granting easements for private utility services and a driveway across City property. The City Council discussed granting easements previously, and now their locations are clearly described and mapped. Authorization of the project would include authorization of the easements, subject to review of the final easement documents by the City attorney.

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

- 1) The additional variance relating to issuance of a building permit to the owner for Lot 1, prior to completion of the subdivision improvements, subject to the condition/commitment that all subdivision improvements would be completed prior to occupancy (temporary or final) of a dwelling on Lot 1. In addition, that access to the construction area would be restricted to the owner's contractors only during construction; the owner remains responsible to complete the improvements (e.g. access road and utilities); the property will not be transferred to someone else; and, all work is at the owner's risk.
- 2) The vacation of the 20' waterline easement, as depicted on the plat.
- 3) The final plat for the Case Minor Subdivision, subject to the following conditions:
  - a) Prior to construction of the access road to Lot 1, provide utility installation agreements with the 3<sup>rd</sup> party utility providers (Black Hills Energy and either/or both TCT and Charter) related to providing those utilities to Lot 1.
  - b) Provide verification from SMP that they are okay with the plans for the crossing of the road over their pipeline.
  - c) Install the fire hydrant to City standards, prior to occupancy of a dwelling on Lot 1. Coordinate with Public Works.
  - d) Install the raw water service to Lot 1, prior to occupancy of a dwelling on Lot 1. Coordinate with Public Works.
  - e) Any contractor performing work in the right-of-way must obtain an encroachment permit. The details of the fire hydrant installation, sewer connection/street cut, and approach to 14<sup>th</sup> Street will be verified through the encroachment permit process.
  - f) Prior to the mayor signing the final plat:
    - i. Provide an Authorization to Detach Water Rights (ADWR) from the state Board of Control.
    - ii. Provide documentation and agreement with the utility provider as to what is necessary to relocate the phone pedestal.
    - iii. Provide easement documents, and corrected exhibits, for the access road and utilities to Lot 1. The easements must be in place (recorded) prior to the installation of the utilities and access road within the easements.
    - iv. Provide the raw water easement to Lot 1.
    - v. Make the edits to the final plat document, as noted in the staff report, which includes:
      - a) In the Certificate of Owner, correct the number of lots of record from 3 to 2, address the dedication of easements, consent to vacate the 20' waterline easement, and state the purpose. The following language is provided for guidance: "...Beck Lake Plaza is to divide and reconfigure the two lots of record into three lots as shown hereon; that I hereby dedicate the raw water easement shown hereon; and, that I request and consent to the vacation of the 20' City of Cody waterline easement as shown hereon."
      - b) Add a note (Note 3) explaining the easement vacation.

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

- c) Fix the dimensional leader for the 20' electrical easement.
- d) Add marks to clarify the extent of the 464.86' dimension on Lot 1.
- e) In the P&Z block, change "approved" to "Recommended for approval".
- f) Complete the recording information for the City of Cody property to the South of Lot 1.
- g) Complete the recording information for the easements, once they are recorded.
- h) The easement vacation approval could be better documented by adding language to the City Council approval block.

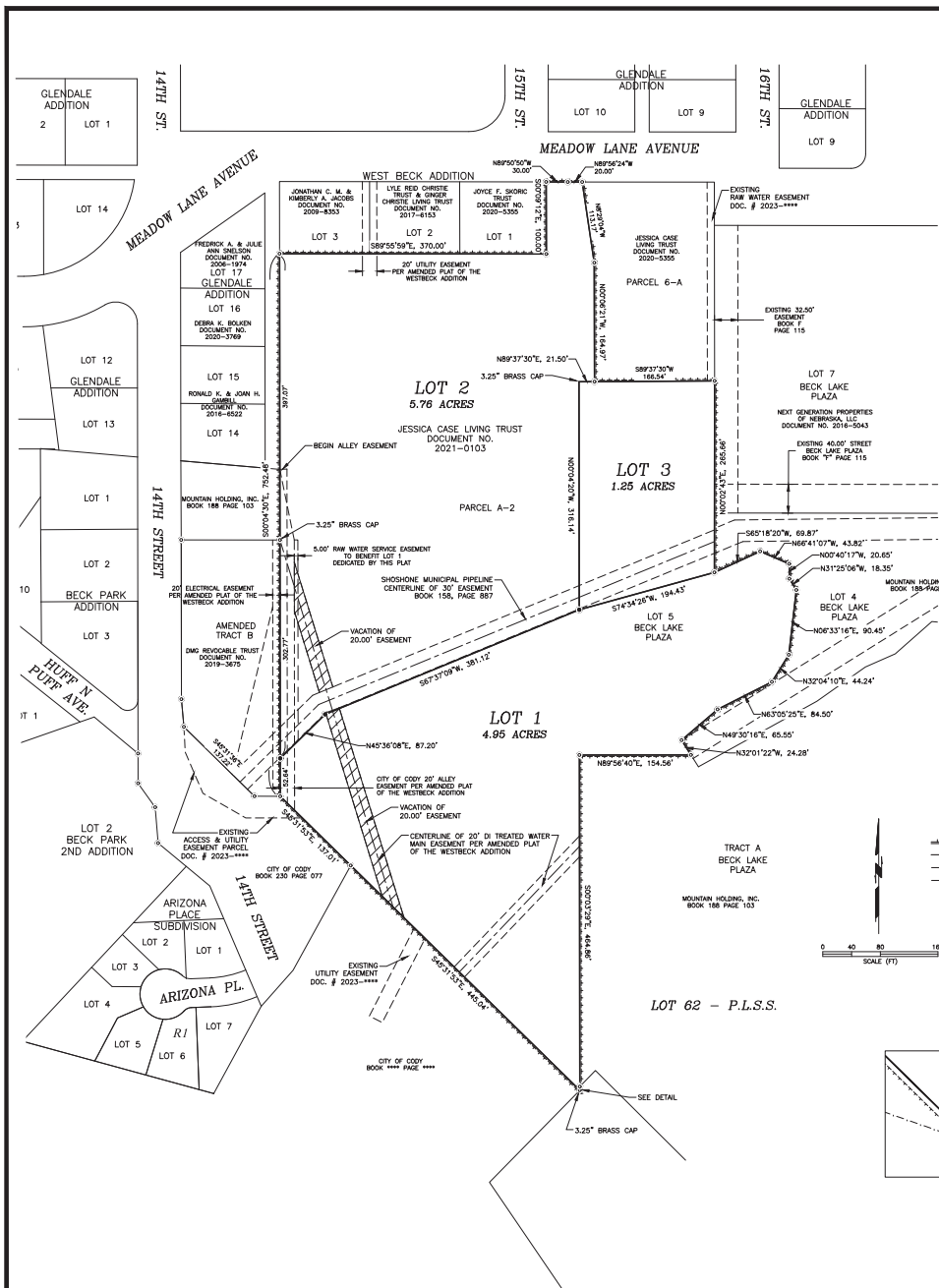
**ATTACHMENTS:**

Final Plat

Driveway plans

Easement exhibits

H:\PLANNING DEPARTMENT\FILE REVIEWS\MAJOR-MINOR SUBDIVISION\2023\SUB2023-01 JESSICA CASE MINOR\STAFF REPORTS\STAFF RPT TO PC CASE FINAL PLAT.DOCX



# **CERTIFICATE OF OWNERS**

STATE OF WYOMING } ss.  
COUNTY OF PARK }  
KNOW ALL MEN BY THESE PRESENTS THAT I, THE UNDERSIGNED, HEREBY CERTIFY THAT I AM OWNER AND PROPRIETOR OF THE LANDS SHOWN HEREON, CONSISTING OF THREE LOTS OF RECORD, THAT WE HAVE CAUSED SAID LANDS TO BE SURVEYED, THAT THE SUBDIVISION OF SAID LANDS IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS, THAT SAID LANDS ARE SUBJECT TO ANY COVENANTS, EASEMENTS, RIGHTS-OF-WAY AND MINERAL RIGHTS OR RESERVATIONS ON RECORD, THAT THE PURPOSE OF THE SUBDIVISION OF PARCEL A-2, BEING A PART OF TRACT A OF THE AMENDED WESTBECK ADDITION, RECORDED AT THE PARK COUNTY CLERK'S OFFICE IN PLAT CABINET "P" PAGE 86, AND LOT 5 OF BECK LAKE PLAZA INTO THREE LOTS AS SHOWN HEREON.

JESSICA C. CASE, TRUSTEE  
JESSICA CASE LIVING TRUST DATED MARCH 12, 1997

STATE OF WYOMING } ss.  
COUNTY OF PARK }  
THE FOREGOING CERTIFICATE OF OWNER WAS ACKNOWLEDGED BEFORE ME BY JESSICA C. CASE  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, WITNESS MY HAND AND OFFICIAL SEAL.  
MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC

## **NOTES**

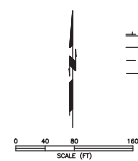
1. BEARINGS ARE BASED ON THE CITY OF CODY COORDINATE SYSTEM, WHICH IS BASED ON THE WYOMING COORDINATE SYSTEM NAD83 WEST CENTRAL ZONE.
2. OUTSTANDING SUBDIVISION IMPROVEMENTS SHALL BE COMPLETED PRIOR TO ISSUANCE OF ANY BUILDING PERMITS FOR CONSTRUCTION ON THE LOTS AS OUTLINED IN THE FINAL PLAT APPROVAL. CONTACT THE COMMUNITY DEVELOPMENT DEPARTMENT AT CITY HALL FOR INFORMATION.

## **APPROVED VARIANCES**

1. TO WAIVE THE ALLEY REQUIREMENT, UNTIL LOT 2 OF CASE MINOR SUBDIVISION IS FURTHER SUBDIVIDED.
2. TO REDUCE THE STREET REQUIREMENT TO CONSIST OF A MINIMUM 20 FOOT WIDE PAVED APPROACH, EXTENDING AT LEAST 25 FEET OFF OF 14TH STREET, WITH A MINIMUM 20 FOOT WIDE DRIVE OR PAVED LANE FROM THE APPROACH TO LOT 1.

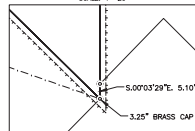
## **LEGEND**

- FOUND 1" & 2" ALUMINUM CAPS, OTHERWISE NOTED
- SET 2" DIA. ALUMINUM CAP ON 5/8" DIA. STEEL BAR.
- SUBDIVISION BOUNDARY
- PROPOSED SUBDIVISION LOT LINES.
- EXISTING EASEMENTS
- PROPOSED EASEMENTS
- 20.00' TREATED WATER MAIN EASEMENT VACATED BY THIS PLAT



## **DETAIL**

SCALE: 1"=20'

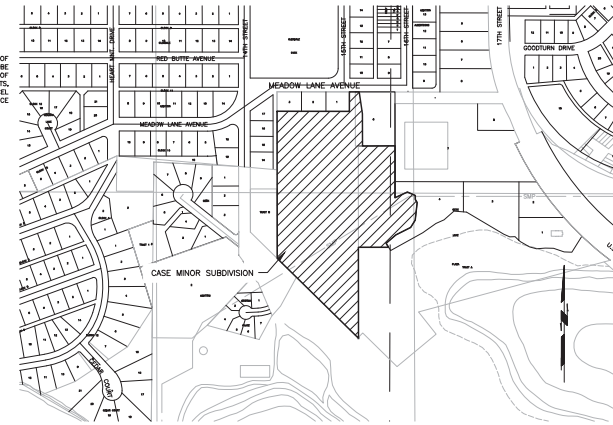


## **CERTIFICATE OF SURVEYOR**

I, LYLE J. GAGNARD, OF ENGINEERING ASSOCIATES, HEREBY CERTIFY THAT THIS MAP WAS PREPARED USING DOCUMENTS ON FILE IN THE OFFICE OF THE PARK COUNTY CLERK, AND FROM NOTES TAKEN DURING ACTUAL SURVEYS PERFORMED UNDER MY DIRECTION IN JANUARY OF 2022 AND MARCH OF 2023, AND, THAT TO MY KNOWLEDGE, THIS MAP SHOWS THE SITUATION ON THE GROUND AT THE TIME OF ITS PREPARATION.



## **CITY OF CODY**



## **VICINITY MAP**

SCALE: 1" = 300'

## **CITY PLANNING AND ZONING BOARD**

APPROVED AS OF \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023 BY THE CITY PLANNING AND ZONING BOARD OF CODY, WYOMING.

CHAIRMAN

## **CITY COUNCIL APPROVAL**

APPROVED AS OF \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023 BY THE CITY COUNCIL OF CODY, WYOMING.

MAYOR - MATI HALL

ATTEST: CINDY BAKER  
ADMINISTRATIVE SERVICES OFFICER

## **CLERK AND RECORDER ACCEPTANCE**

THIS PLAT WAS ACCEPTED IN THE OFFICE OF THE CLERK AND RECORDER, PARK COUNTY, WYOMING, AT \_\_\_\_\_ O'CLOCK, \_\_\_\_\_ A.M. ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, FILED FOR RECORDING IN BOOK OR PLAT CABINET \_\_\_\_\_ AT PAGE \_\_\_\_\_ AND RECORDED AS COMPUTER RECORD DOCUMENT NUMBER \_\_\_\_\_

PARK COUNTY CLERK

BY: \_\_\_\_\_ DEPUTY.

## **DRAFT- PLAT SHOWING - CASE MINOR SUBDIVISION**

LOCATED WITHIN  
PARCEL A-2, BEING A PART OF TRACT A OF THE  
AMENDED WESTBECK ADDITION  
AS EVIDENCE IN PLAT CABINET "P" PAGE 68,  
AND LOT 5 OF BECK LAKE PLAZA  
RESURVEY T.52N., R.102W., 6TH P.M.,  
CITY OF CODY, PARK COUNTY, WYOMING

PREPARED FOR: JESSICA CASE  
1420 MEADOW LAKE AVE  
CODY, WY 82414

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

JOB NO. 22000.23 JOB NO. 595  
05/05/2023 P:\22000.23\ACAD\BASE





P:\2022\Cody 22000.00 - 22199.00\22000.00 - Misc Surveys\22000.23 Case Site Survey & BLA - Cody\ACAD\22000.23 Base.dwg 5/5/23 Nick



VICINITY MAP  
SCALE: 1" = 400'

DRAFT  
NOT FOR  
CONSTRUCTION

	FOUND 1" & 2" ALUMINUM CAPS, OTHERWISE NOTED		MANHOLE LID. UTILITY AND STRUCTURE TYPES VARY.
	SET 2" DIA. ALUMINUM CAP ON 5/8" DIA. STEEL BAR.		UTILITY POLE.
	SUBDIVISION BOUNDARY		FIRE HYDRANT
	PROPOSED SUBDIVISION LOT LINES.		PROPOSED BURIED SANITARY SEWER LINE
	EXISTING OVERHEAD POWER LINE.		PROPOSED BURIED TREATED WATER LINE
	EXISTING BURIED POWER LINE.		PROPOSED BURIED POWER LINE
	EXISTING BURIED FIBER-OPTIC LINE.		PROPOSED BURIED GAS LINE
	EXISTING BURIED TELEPHONE LINE.		PROPOSED BURIED FIBEROPTIC LINE
	EXISTING BURIED NATURAL GAS LINE.		PROPOSED BURIED RAW WATER SERVICE
	EXISTING BURIED TREATED WATER LINE.		EXISTING EASEMENTS
	EXISTING BURIED SANITARY SEWER LINE.		

# CASE MINOR SUBDIVISION ROADWAY ACCESS

FOR  
JESSICA CASE  
CODY, WY

DRAWING INDEX	
SHEET NUMBER	SHEET TITLE
1	TITLE SHEET
2	UTILITY PLAN
3	PLAN & PROFILE - DRIVEWAY
4	DETAILS - DRIVEWAY
4	DETAILS - TREATED WATER

LEGEND

DATE	DRAWING LOG	BY	CHECKED	APPROVED	DRAWN BY: NSH	OWNER:	PROJECT:	SHEET
5/5/23	EDITS		BJR	BJR	JOB NO. 22000.23	JESSICA CASE	CASE MINOR SUBDIVISION	1 OF 5
5/3/23	ORIGINAL DRAWING	NSH			FIELD BOOK NO. 594		TITLE: TITLE SHEET	

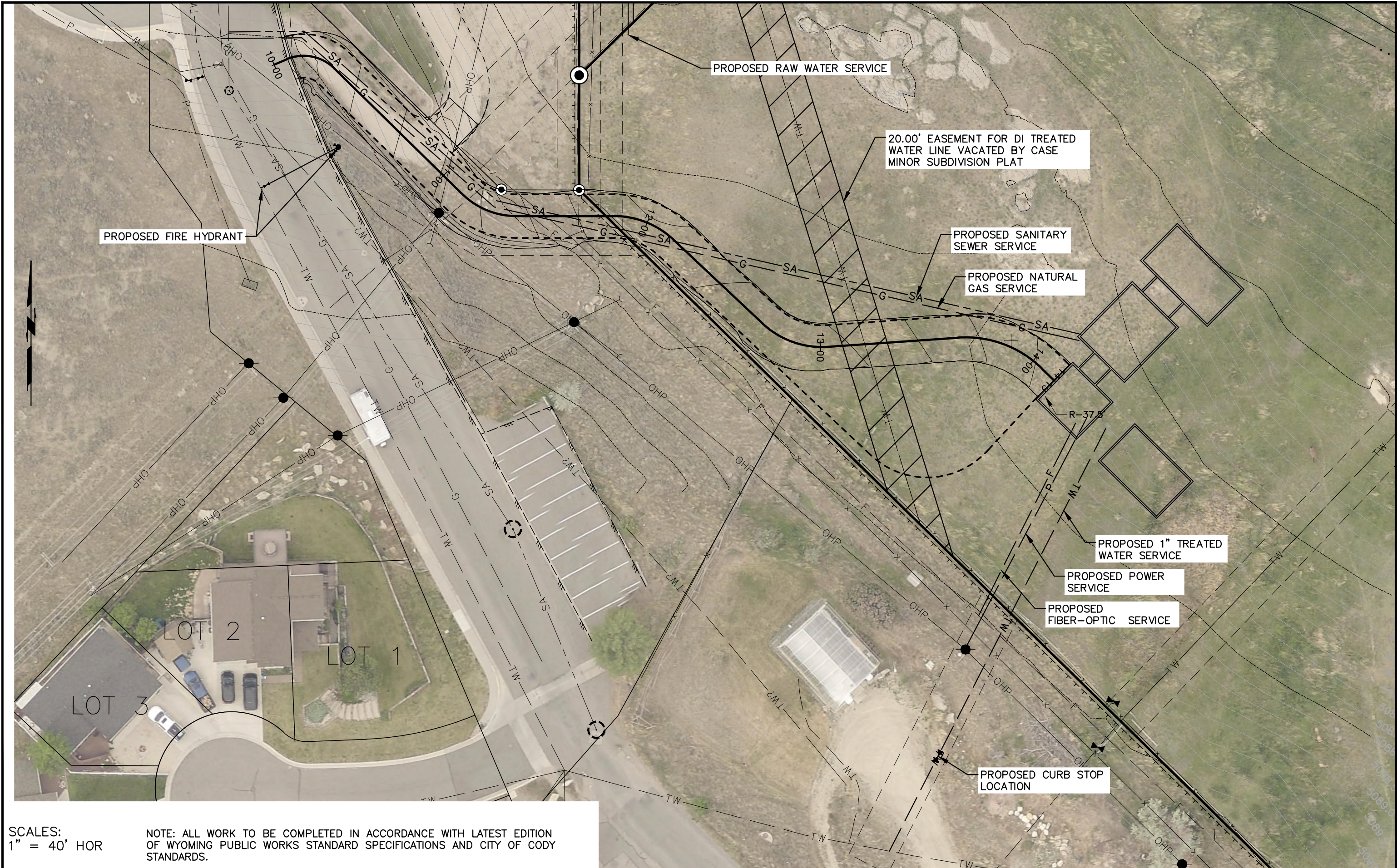


ENGINEERING ASSOCIATES — CODY, WYOMING  
CONSULTING ENGINEERS & SURVEYORS





P:\2022\Cody 22000.00 - 22199.00\22000.00 - Misc Surveys\22000.23 Case Site Survey & BLA - Cody\ACAD\22000.23 Base.dwg 5/19/23 Bret



SCALES:  
1" = 40' HOR

NOTE: ALL WORK TO BE COMPLETED IN ACCORDANCE WITH LATEST EDITION OF WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS AND CITY OF CODY STANDARDS.

DATE	DRAWING LOG	BY	CHECKED	APPROVED
5/5/23	EDITS		BJR	BJR
5/3/23	ORIGINAL DRAWING	NSH		

DRAWN BY: IKSM
JOB NO. 22000.23
FIELD BOOK NO. 593



**ENGINEERING ASSOCIATES – CODY, WYOMING**  
CONSULTING ENGINEERS & SURVEYORS

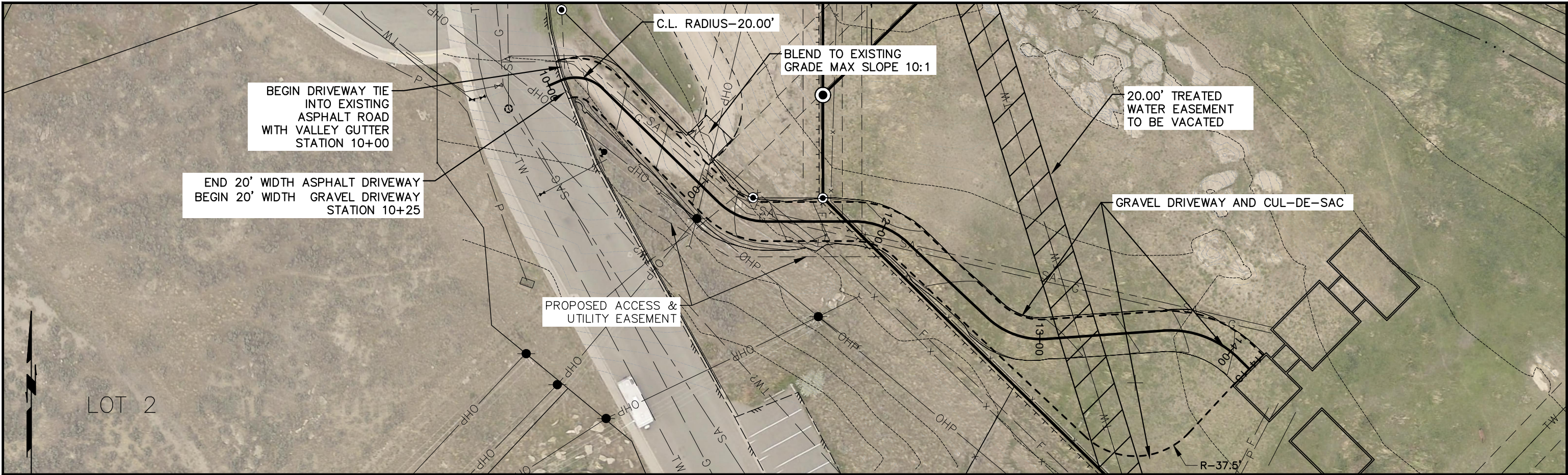
OWNER:
<b>JESSICA CASE</b>

PROJECT:
<b>CASE MINOR SUBDIVISION</b>
TITLE:
<b>UTILITY PLAN</b>

SHEET
<b>2 OF 5</b>

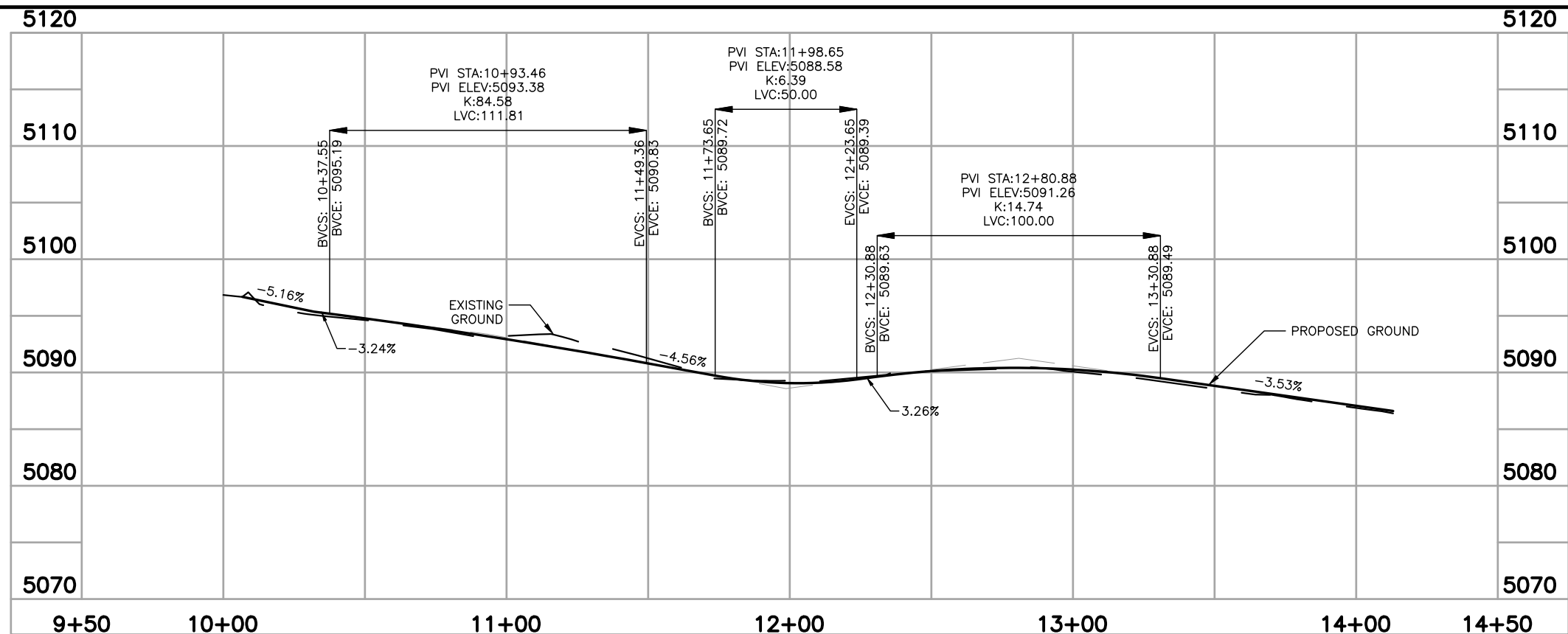


P:\2022\Cody 22000.00 - 22199.00\22000.23 Case Site Survey & B/LA - Cody\ACAD\22000.23 Base.dwg 5/11/23 Ian



SCALES:  
1" = 50' HOR  
1" = 10' VERT

NOTE: ALL WORK TO BE COMPLETED IN ACCORDANCE WITH LATEST EDITION OF WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS AND CITY OF CODY STANDARDS.



DATE	DRAWING LOG	BY	CHECKED	APPROVED	DRAWN BY: IKSM
5/5/23	EDITS		BJR	BJR	JOB NO. 22000.23
5/3/23	ORIGINAL DRAWING	NSH			FIELD BOOK NO. 593

**ENGINEERING ASSOCIATES – CODY, WYOMING**  
CONSULTING ENGINEERS & SURVEYORS

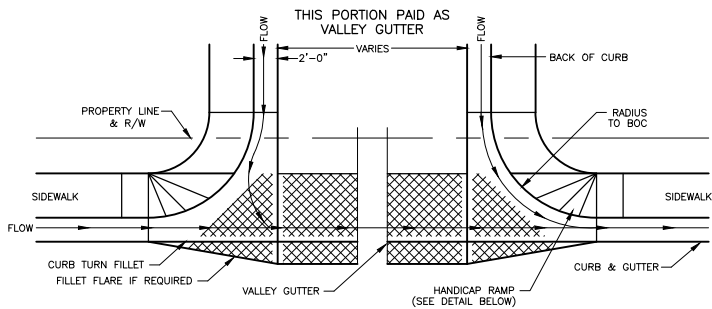
OWNER:  
**JESSICA CASE**

PROJECT: CASE MINOR SUBDIVISION  
TITLE: PLAN & PROFILE – ROADWAY

SHEET  
3 OF 5

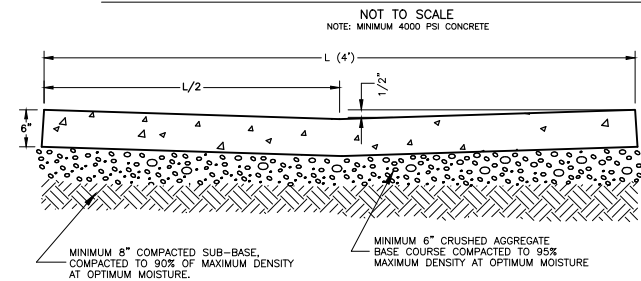


P:\2022\Cody 22000.00 - 22199.00\22000.00 - Misc Surveys\22000.23 Case Site Survey & BLA - Cody\ACAD\22000.23 Base.dwg 5/5/23 Nick



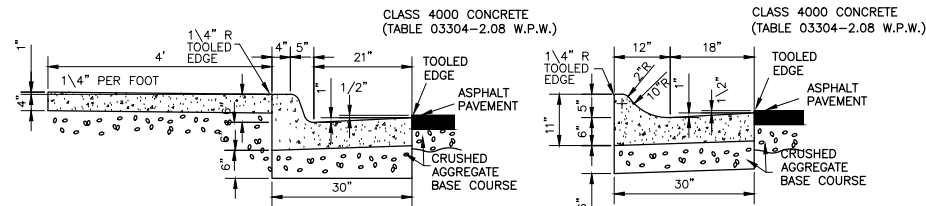
NOTE:  
1. PROVIDE 1'-FOOT FLARE WHEN FILLETS ARE INSTALLED AT THE LOCATION OF VALLEY GUTTER IF REQUIRED BY ENGINEER.  
2. FOR HIGHWAY INTERSECTION.

### TURN FILLET, SIDEWALK & VALLEY GUTTER



### TYPICAL VALLEY GUTTER AND DOUBLE GUTTER SECTION

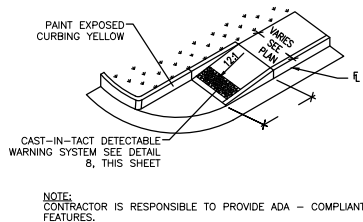
NOT TO SCALE



- NOTE: 1. SUBGRADE COMPACTION SHALL CONFORM TO 2001 WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS SECTION 02231
2. 1/2" EXPANSION JOINT MATERIAL SHALL BE PLACED AT P.C., P.T., AND CURB TURNS. CONTRACTION JOINTS SHALL COMPLY WITH 2001 WYOMING PUBLIC WORKS STANDARD
3. \*SPECIFICATIONS SECTION 02520
4. NO CURB AND GUTTER SHALL BE PLACED WITHOUT A FINAL FORM INSPECTION BY THE ENGINEER.
5. CLASS A (TABLE 03304-2.08 W.P.W.) CONCRETE SHALL BE USED.

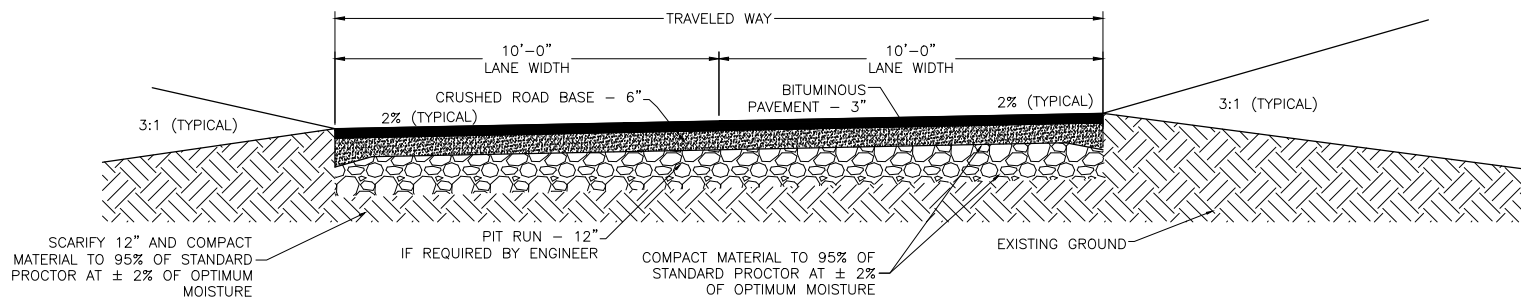
\*CONTRACTION JOINTS SHALL BE CONSTRUCTED BY SAWING OR SCORING. WHEN SCORING, A TOOL SHALL BE USED WHICH WILL LEAVE CORNERS ROUNDED AND DESTROY AGGREGATE INTERLOCK FOR SPECIFIED MINIMUM DEPTH.

### TYPICAL CURB, GUTTER, & SIDEWALK SECTION



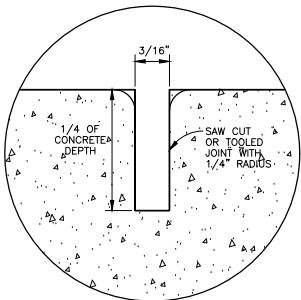
### HANDICAP RAMPS - DEPRESSED CORNER

NOT TO SCALE



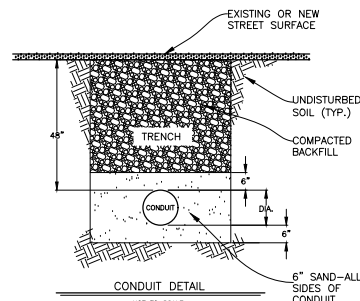
### TYPICAL SECTION

SCALE: 1" = 5'



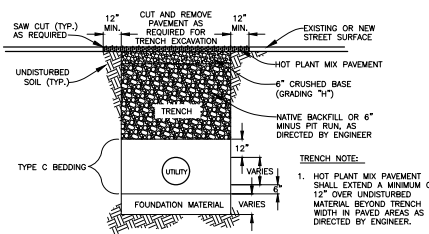
### CONTROL JOINT DETAIL

NOT TO SCALE



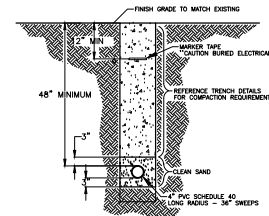
### CONDUIT DETAIL

NOT TO SCALE



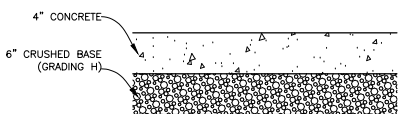
### TYPICAL PUBLIC STREETS, CROSSINGS AND PAVED ALLEYS

NOT TO SCALE



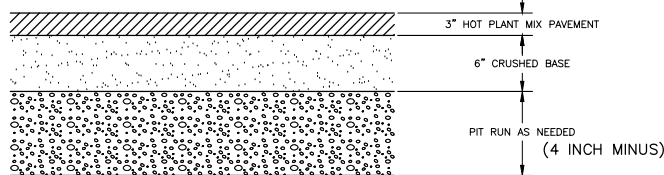
### TYPICAL ELECTRICAL TRENCH SECTION

NOT TO SCALE

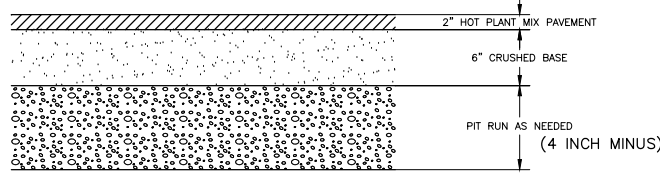


### NEW SIDEWALK (OTHER THAN IN ALLEY APRON)

NOT TO SCALE



### PAVEMENT SECTION PERMANENT RESURFACING FOR UTILITY CUTS



### PAVEMENT SECTION TEMPORARY RESURFACING FOR UTILITY CUTS

### CODY MATERIAL SPECIFICATIONS

- ALL SUBBASES AND BASE COURSES SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY AT OPTIMUM MOISTURE AS DETERMINED IN ACCORDANCE WITH AASHTO 180.
  - CRUSHED BASE COURSE
    - THE MATERIAL PRODUCED SHALL BE UNIFORMLY GRADED COARSE TO FINE AND SHALL NOT VARY FROM THE HIGH LIMIT ON ONE SIEVE TO THE LOW LIMIT ON AN ADJACENT SIEVE OR VICE VERSA.
    - THE PERCENTAGE PASSING THE NO. 200 SIEVE SHALL NOT EXCEED ONE HALF OF THE PERCENTAGE PASSING THE NO. 40 SIEVE.
    - THE MATERIAL PASSING THE NO. 40 SIEVE SHALL HAVE A LIQUID LIMIT NOT GREATER THAN 25 AND A PLASTICITY INDEX NOT GREATER THAN 6, EXCEPT WHEN THE PLASTICITY INDEX IS 0 (ZERO), THE LIQUID LIMIT SHALL NOT EXCEED 30.
    - ALL CRUSHED BASE COURSE MATERIAL SHALL MEET THE FOLLOWING GRADATION WHEN TESTED IN ACCORDANCE WITH AASHTO T-27 & T-11:

SIEVE	% PASSING
1"	100
3/4"	90-100
1/2"	60-85
No. 4	45-65
No. 8	33-53
No. 200	3-12
  - AGGREGATE FOR HOT PLANT PAVEMENT MIX : IN ACCORDANCE WITH WYOMING TRANSPORTATION DEPARTMENT STANDARD SPECIFICATIONS-LATEST EDITION.
    - FOR COMPACTED THICKNESSES 3" OR LESS, USE WYDOT 1/2-INCH MAXIMUM AGGREGATE.
    - FOR COMPACTED THICKNESSES GREATER THAN 3", USE WYDOT 3/4-INCH MAXIMUM AGGREGATE FOR FIRST LIFT. SECOND LIFT SHALL BE A MINIMUM COMPACTED THICKNESS OF 1-1/2 INCHES, 1/2-INCH MAXIMUM AGGREGATE.
    - MINERAL FILLER: FINELY GROUND PARTICLES OF LIMESTONE, HYDRATED LIME OR OTHER MINERAL DUST, FREE OF FOREIGN MATTER.
  - PRIMER: A CUT-BACK LIQUID ASPHALT OF THE MEDIUM CURING TYPE, GRADE ,C-70, AND SHALL COMPLY WITH THE REQUIREMENTS OF ASTM D2027. BITUMINOUS HOT MIX PAVEMENT SHALL BE APPROVED BY THE CITY ENGINEER BEFORE ANY WORK MAY.
  - TACK COAT: A CATIONIC SLOW SET EMULSIFIED ASPHALT MIXED WITH A N EQUAL AMOUNT OF WATER, GRADE CSS-1H, AND SHALL COMPLY WITH THE REQUIREMENTS OF ASTM D244. OTHER GRADES OF EMULSIFIED ASPHALT WILL BE CONSIDERED TESTING OR EXPERIENCE THAT ANOTHER GRADE IS MORE SUITABLE.
  - MIX DESIGN: A COMPLETE MIX DESIGN MEETING THE REQUIREMENTS OF AI MS-2 COMPLETED WITHIN THE LAST 24 MONTHS FOR THE SPECIFIC MATERIALS TO BE USED SHALL BE SUBMITTED FOR APPROVAL PRIOR TO BEGINNING WORK.
- AI MS-2 ESTABLISHES THE FOLLOWING REQUIREMENTS FOR THE ASPHALT CEMENT CONCRETE FOR A MEDIUM TRAFFIC VOLUME:
- |  |         |
|--|---------|
| STABILITY (LB, MINIMUM)                  | 1200    |
| FLOW, (0.01 IN.)                         | 8 TO 16 |
| PERCENT AIR VOIDS (%)                    | 3 TO 5  |
| VOIDS IN MINERAL AGGREGATE (% , MINIMUM) | 15      |
- CONCRETE SPECIFICATIONS
    - CEMENT SHALL BE PORTLAND CEMENT, TYPE II CONFORMING TO THE REQUIREMENTS OF ASTM C-150 ( IF SPECIAL CONDITIONS WARRANT IT, THE USE OF A DIFFERENT TYPE OF CEMENT MAY BE APPROVED BY THE CITY ENGINEER ).
    - AGGREGATE GENERAL - GRAVEL, CRUSHED SLAG, CRUSHED STONE, OR OTHER INERT MATERIALS, COMPOSED OF HARD, STRONG, DURABLE PARTICLES FREE OF INJURIOUS COATINGS.
    - FINE AGGREGATE
      - THE MAXIMUM PERCENTAGE OF DELETERIOUS SUBSTANCES SHALL NOT EXCEED THE FOLLOWING PERCENTAGES BY WEIGHT:

COAL AND LIGNITE	.3%
CLAY LUMPS	.5%
OTHER DELETERIOUS SUBSTANCES	2.0%
      - THE FINE AGGREGATE SHALL BE FREE FROM INJURIOUS AMOUNTS OF ORGANIC IMPURITIES.
      - THE FINE AGGREGATE SHALL BE GRADED COARSE TO FINE MEETING THE FOLLOWING GRADATION:

SIEVE	% PASSING
3/8"	100
No. 4	95-100
No. 8	80-100
No. 16	50-85
No. 30	25-60
No. 50	5-30
No. 100	0-10
No. 200	0-4
    - COARSE AGGREGATE
      - THE MAXIMUM PERCENTAGES OF DELETERIOUS SUBSTANCES SHALL NOT EXCEED THE FOLLOWING PERCENTAGES BY WEIGHT:

SOFT FRAGMENTS:	1%
COAL AND LIGNITE	0.3%
CLAY LUMPS	0.3%
OTHER DELETERIOUS SUBSTANCES	2.0%
      - WHEN TESTED IN ACCORDANCE WITH THE LOS ANGELES RATTLER METHOD, THE COARSE AGGREGATE SHALL NOT SHOW A WEAR IN EXCESS OF 40%.
      - THE AGGREGATE SHALL BE GRADED COARSE TO FINE MEETING THE FOLLOWING GRADATION:

SIEVE	% PASSING
1 1/2"	100
1"	95-100
1/2"	25-60
No. 4	0-10
No. 8	0-5
No. 200	0-2
  - ADMIXTURES AND AIR-ENTRAINING AGENTS SHALL BE APPROVED BY THE ENGINEER AS RECOMMENDED WITHIN THE REQUIRED MIX DESIGN AS PREPARED BY A QUALIFIED TESTING LABORATORY.
  - ALL CONCRETE PLACED SHALL HAVE A SLUMP OF BETWEEN 1" AND 4" WHEN TESTED IN ACCORDANCE WITH AASHTO T-119.
  - ALL CONCRETE PLACED SHALL MEET THE FOLLOWING MINIMUM STRENGTH REQUIREMENTS WHEN TESTED IN ACCORDANCE WITH ALL APPLICABLE ASTM STANDARDS:

LABORATORY MIXED SAMPLE	7 DAYS	2860 P.S.I.
	28 DAYS	4000 P.S.I.
  - GENERAL - ALL WORK ASSOCIATED WITH THE DETAILS SHOWN ON THIS PAGE SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS, UNLESS OTHER SPECIFICATIONS ARE PROVIDED IN THE PROJECT MANUAL.

DATE	DRAWING LOG	BY	CHECKED	APPROVED
5/5/23	EDITS		BJR	BJR
5/5/22	ORIGINAL DRAWING	IKSM		

DRAWN BY: IKSM  
JOB NO. 22000.23  
FIELD BOOK NO. 593



ENGINEERING ASSOCIATES - CODY, WYOMING  
CONSULTING ENGINEERS & SURVEYORS

OWNER:

JESSICA CASE

PROJECT:

CASE MINOR SUBDIVISION

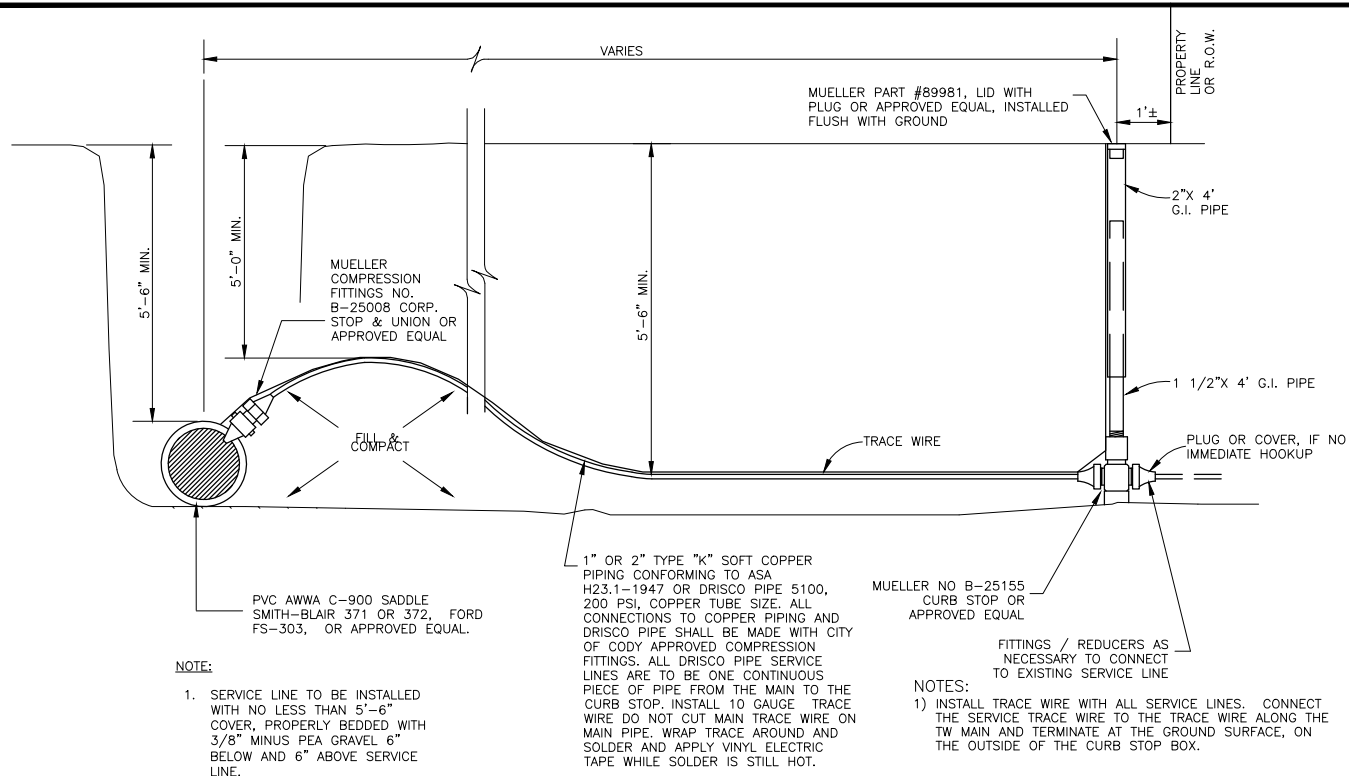
TITLE:

DETAILS - ROADWAY

SHEET

4 OF 5

P:\2022\Cody 220000.00 - 22199.00\220000.23 Case Site Survey & BIA - Cody\ACAD\220000.23 Base.dwg 5/5/23 Nick



NOTE:

1. SERVICE LINE TO BE INSTALLED WITH NO LESS THAN 5'-6" COVER, PROPERLY BEDDED WITH 3/8" MINUS PEA GRAVEL 6" BELOW AND 6" ABOVE SERVICE LINE.

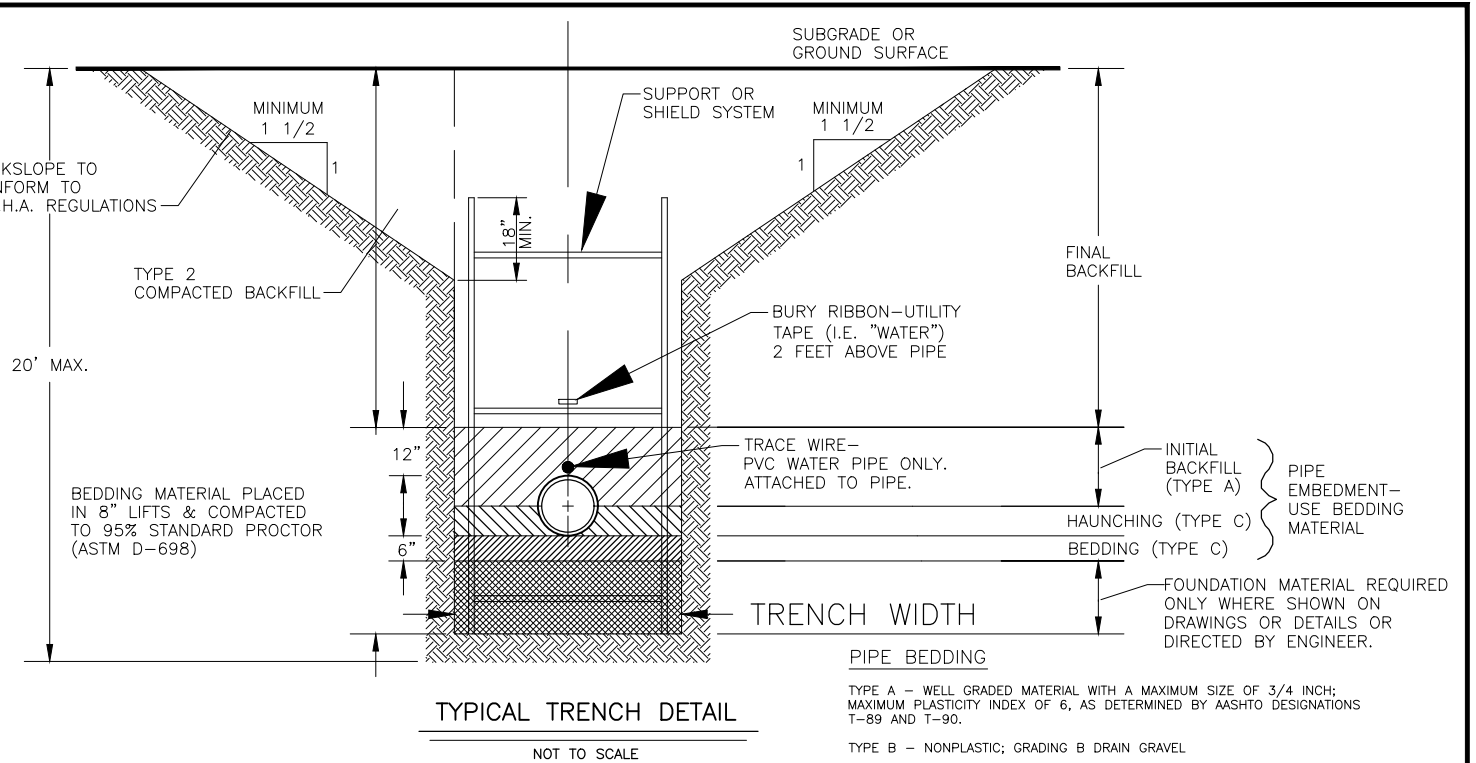
TREATED WATER SERVICE DETAIL

NOTES:

- 1) INSTALL TRACE WIRE WITH ALL SERVICE LINES. CONNECT THE SERVICE TRACE WIRE TO THE TRACE WIRE ALONG THE TW MAIN AND TERMINATE AT THE GROUND SURFACE, ON THE OUTSIDE OF THE CURB STOP BOX.

GENERAL NOTES:

1. JOINT RESTRAINTS TO BE PROVIDED ON ALL MJ FITTINGS, UNLESS OTHERWISE NOTED. SUBSIDIARY TO OTHER BID ITEMS.



TYPICAL TRENCH DETAIL

NOT TO SCALE

IF SUPPORT OR SHIELD SYSTEM IS NOT USED, MINIMUM ALLOWABLE SLOPE FOR ALL TRENCHES LESS THAN 20 FT. DEEP WILL BE 1 1/2H : 1V. COMPLY w/ALL APPLICABLE SAFETY REQUIREMENTS

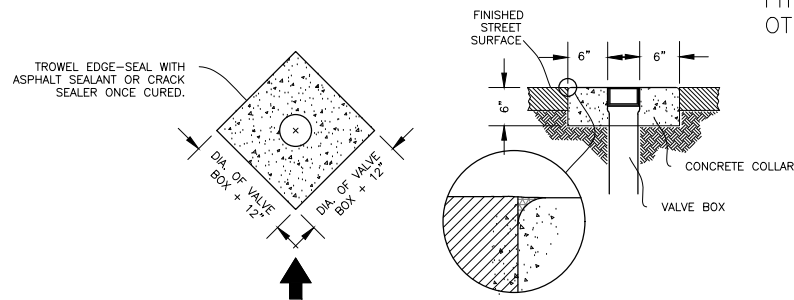
PIPE BEDDING

TYPE A - WELL GRADED MATERIAL WITH A MAXIMUM SIZE OF 3/4 INCH; MAXIMUM PLASTICITY INDEX OF 6, AS DETERMINED BY AASHTO DESIGNATIONS T-89 AND T-90.

TYPE B - NONPLASTIC; GRADING B DRAIN GRAVEL

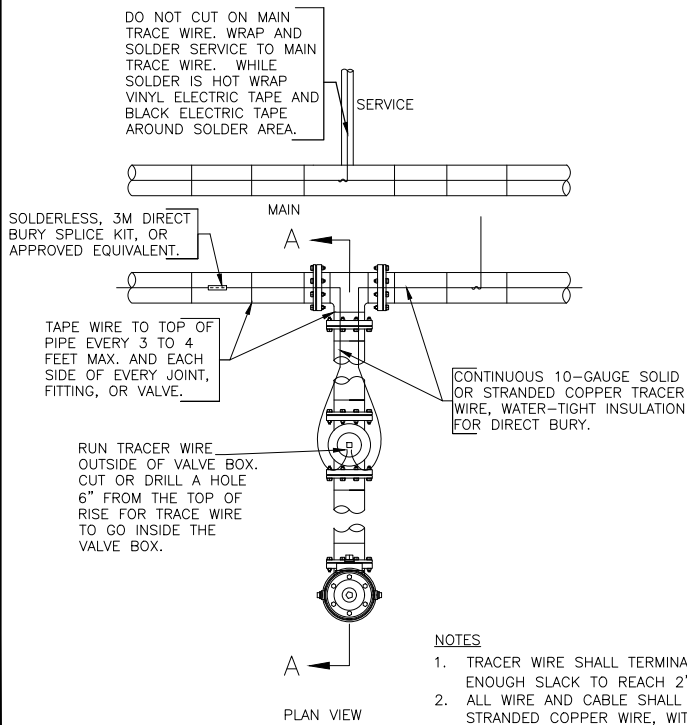
TYPE C - NONPLASTIC; MAX SIZE 1 INCH; 0-5% PASSING NO. 4 SIEVE  
COMPACTED BACKFILL

TYPE 2 - NATIVE MATERIAL; 8-INCH LIFTS.



GATE VALVE SURFACE PAD FOR GATE VALVES

NOT TO SCALE

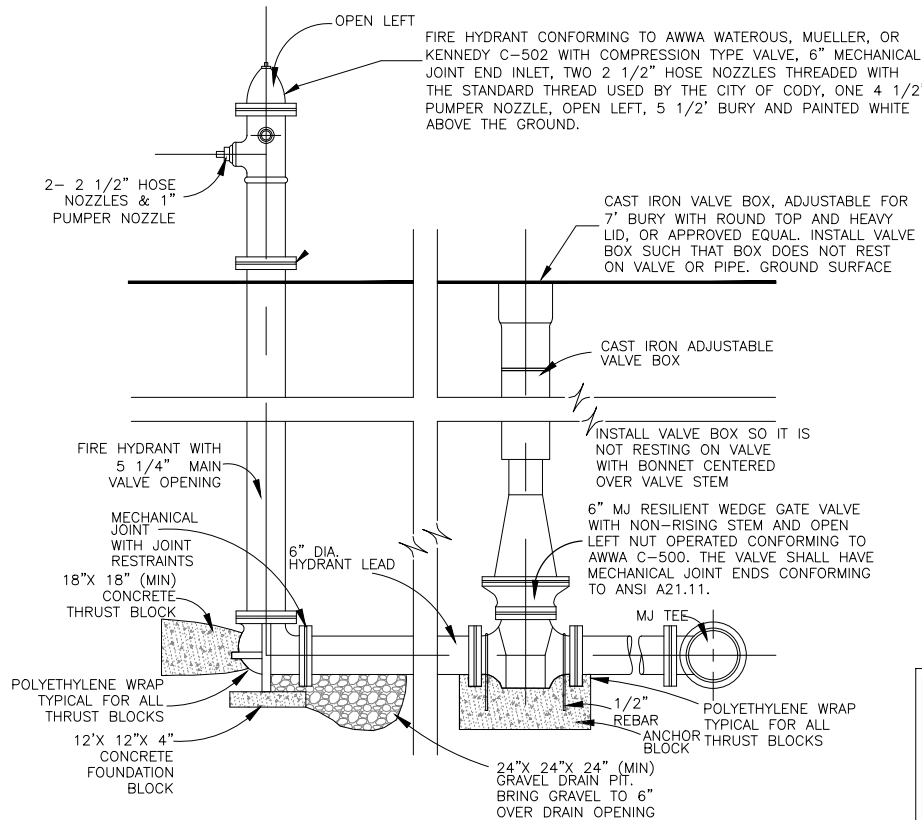


NOTES:

1. TRACER WIRE SHALL TERMINATE INSIDE VALVE BOX WITH ENOUGH SLACK TO REACH 2' ABOVE GROUND SURFACE.
2. ALL WIRE AND CABLE SHALL BE 10-GAUGE SOLID OR STRANDED COPPER WIRE, WITH 600 VOLT RATED HIGH MOLECULAR WEIGHT POLYETHYLENE (HMWPE) INSULATION.

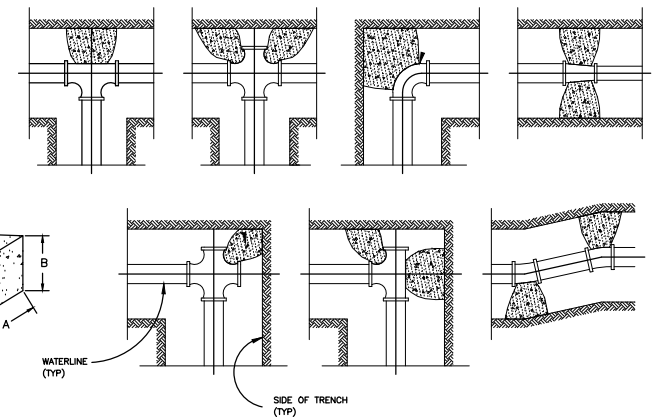
TRACER WIRE DETAIL N.T.S.

NOT TO SCALE



FIRE HYDRANT, VALVE & THRUST BLOCK DETAIL

NOT TO SCALE



CONCRETE THRUST BLOCKS

NOT TO SCALE

- NOTES:
1. FITTINGS TO BE SEPARATED FROM BLOCKS WITH AN APPROVED BOND BREAKER, SUCH AS POLY WRAP.
  2. ALL BLOCKS TO BEAR AGAINST UNDISTURBED MATERIAL.
  3. DESIGN IS BASED ON 165 PSI MAIN PRESSURE AND 2000 PSF SOIL BEARING CAPACITY.

FITTING SIZE	MINIMUM DIMENSIONS FOR THRUST BLOCKING									
	TEES & PLUGS		90° BENDS		45° BENDS & WYES		REDUCERS & 22 1/2° BENDS		11 1/4° BENDS	
	A	B	A	B	A	B	A	B	A	B
4"	1'-7"	1'-2"	1'-9"	1'-6"	1'-8"	0'-10"	1'-7"	0'-6"	0'-6"	0'-6"
6"	2'-0"	1'-11"	2'-5"	2'-2"	1'-10"	1'-7"	1'-9"	0'-10"	1'-0"	0'-6"
8"	2'-8"	2'-6"	3'-2"	3'-0"	2'-5"	2'-1"	1'-9"	1'-6"	1'-0"	1'-0"
10"	3'-4"	3'-3"	4'-0"	3'-10"	3'-0"	2'-9"	2'-2"	1'-11"	1'-6"	1'-0"
12"	4'-0"	3'-10"	4'-8"	4'-8"	3'-8"	3'-3"	2'-7"	2'-3"	2'-0"	1'-0"
14"	5'-5"	3'-10"	6'-6"	4'-11"	4'-9"	3'-5"	3'-5"	2'-5"	2'-0"	1'-6"
20"	5'-0"	5'-0"	6'-0"	6'-0"	5'-0"	4'-0"	3'-6"	3'-0"	3'-0"	2'-0"
24"	6'-0"	6'-0"	7'-0"	7'-0"	5'-0"	5'-0"	4'-6"	3'-0"	3'-0"	3'-0"
30"	7'-6"	7'-6"	8'-0"	8'-0"	6'-3"	6'-3"	4'-9"	4'-6"	3'-3"	3'-3"

DATE	DRAWING LOG	BY	CHECKED	APPROVED	DRAWN BY: IKSM
5/5/23	EDITS		BJR	BJR	JOB NO. 22000.23
5/5/22	ORIGINAL DRAWING	IKSM			FIELD BOOK NO. 593

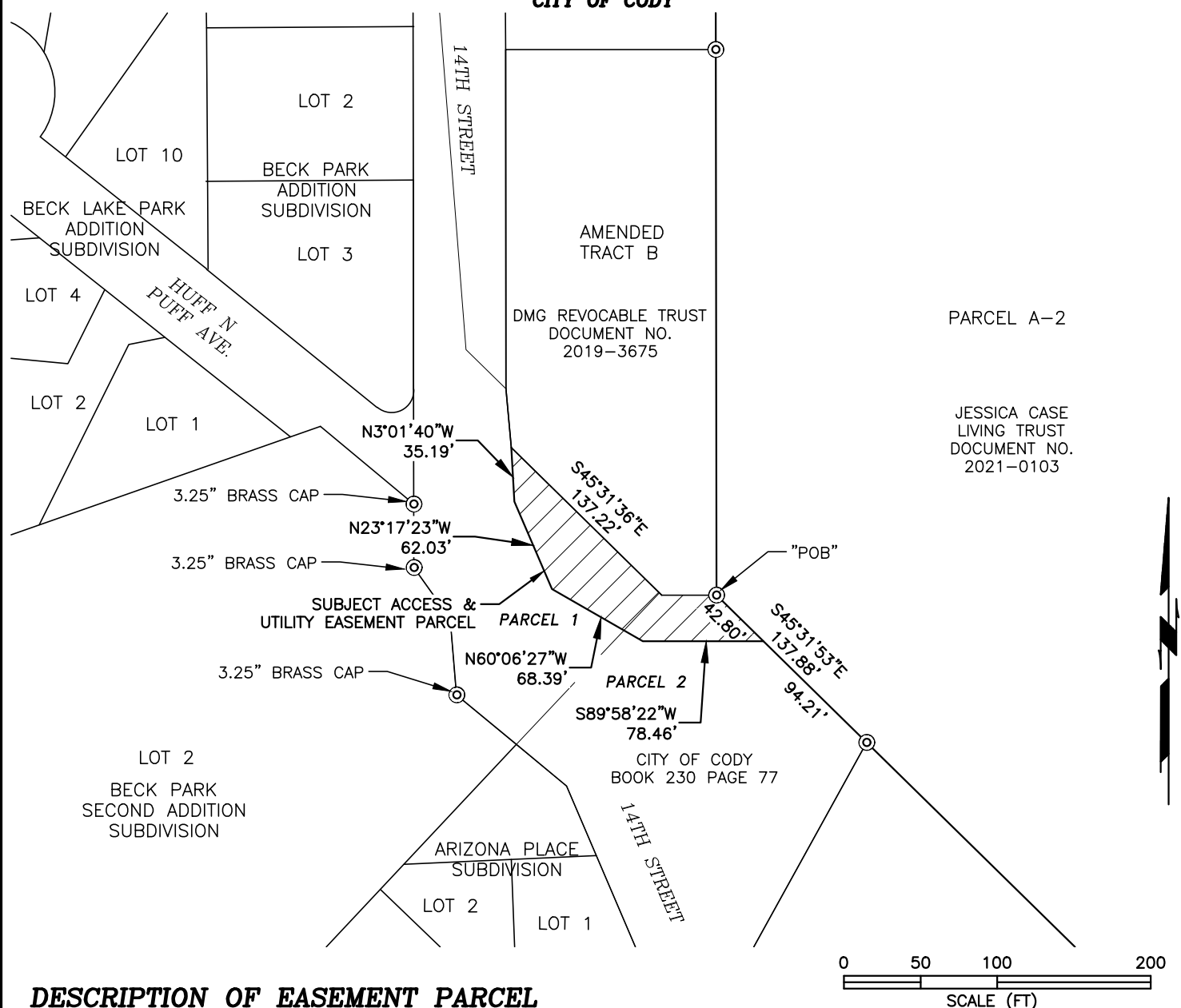


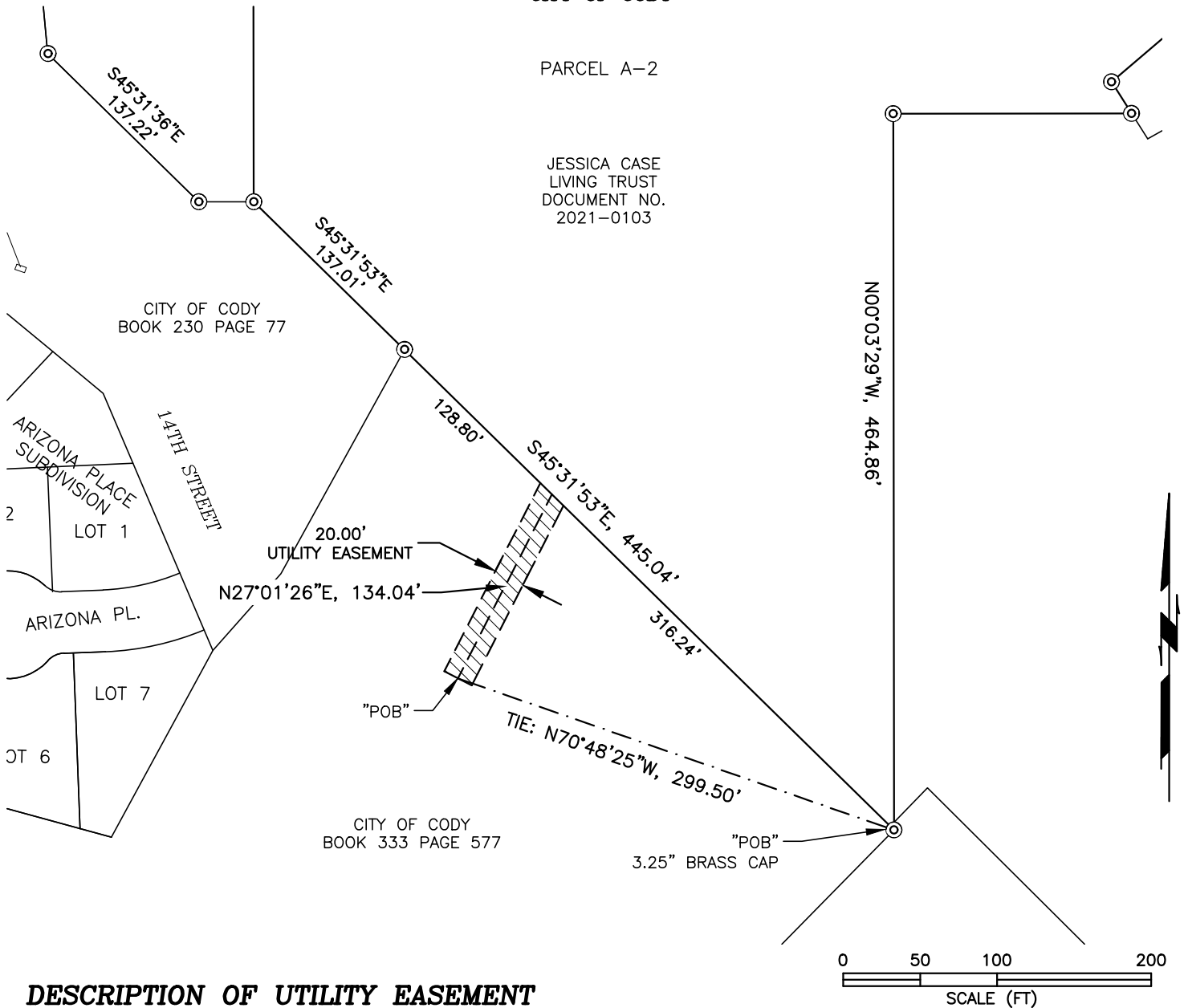
ENGINEERING ASSOCIATES - CODY, WYOMING  
CONSULTING ENGINEERS & SURVEYORS

OWNER:  
JESSICA CASE

PROJECT: CASE MINOR SUBDIVISION  
TITLE: DETAILS - TREATED WATER

SHEET  
5 OF 5





DESCRIPTION OF UTILITY EASEMENT

AN 20.00' EASEMENT STRIP FOR UTILITY PURPOSES LOCATED WITHIN A PARCEL OF LAND, DESCRIBED IN BOOK 333 PAGE 577, ACCORDING TO THE RECORDS OF THE COUNTY CLERK AND RECORDER OF PARK COUNTY, LOCATED WITHIN TRACT 62, CITY OF CODY, RESURVEY T.52N. R.101W., PARK COUNTY, WYOMING., SAID STRIP BEING A VARIABLE WIDTH EASEMENT, CENTERLINE OF SAID EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERN MOST CORNER OF PARCEL A-2, MARKED BY A 3.25" BRASS CAP; THENCE N.70°48'25"W., 299.50 FEET, TO THE POINT OF BEGINNING LABELED "POB", THENCE N.27°01'26"E., 134.04 FEET, MORE OR LESS, TO THE TERMINUS OF SAID 20.00' UTILITY EASEMENT, TO THE WEST LOT LINE OF SAID PARCEL A-2;

SAID POWER EASEMENT STRIP CONTAINS 2680.82 SQ FEET OR 0.06 ACRES.

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE CITY OF CODY COORDINATE SYSTEM, WHICH IS BASED ON THE WYOMING COORDINATE SYSTEM NAD83, WYOMING WEST-CENTRAL ZONE.

LEGEND

- ⊙ FOUND 2" ALUMINUM CAP, OTHERWISE NOTED
- 20.00' UTILITY EASEMENT STRIP

CERTIFICATE OF SURVEYOR

STATE OF WYOMING }  
COUNTY OF PARK } ss.

I, LYLE J. CASCIATO, OF ENGINEERING ASSOCIATES IN CODY, WYOMING, HEREBY CERTIFY THAT THIS MAP WAS PREPARED USING DOCUMENTS ON FILE IN THE PARK COUNTY CLERK'S OFFICE, AND FROM NOTES TAKEN DURING AN ACTUAL SURVEY PERFORMED UNDER MY DIRECTION IN JANUARY, 2023; AND THAT THIS IS A CORRECT DESCRIPTION OF THE LOCATION OF THIS EASEMENT TO THE BEST OF MY KNOWLEDGE.

ALTERATION OF THIS MAP OTHER THAN BY THE ABOVE PROFESSIONAL LAND SURVEYOR OR AS OTHERWISE ALLOWED BY LAW MAY AFFECT LIABILITY FOR THE ACCURACY OF SAID MAP.



MAP and DESCRIPTION OF EASEMENT

- For -

CITY OF CODY &  
JESSICA CASE LIVING TRUST

- Located In -

TRACT 62  
CITY OF CODY, T.52N. R.102W.  
PARK COUNTY, WYOMING

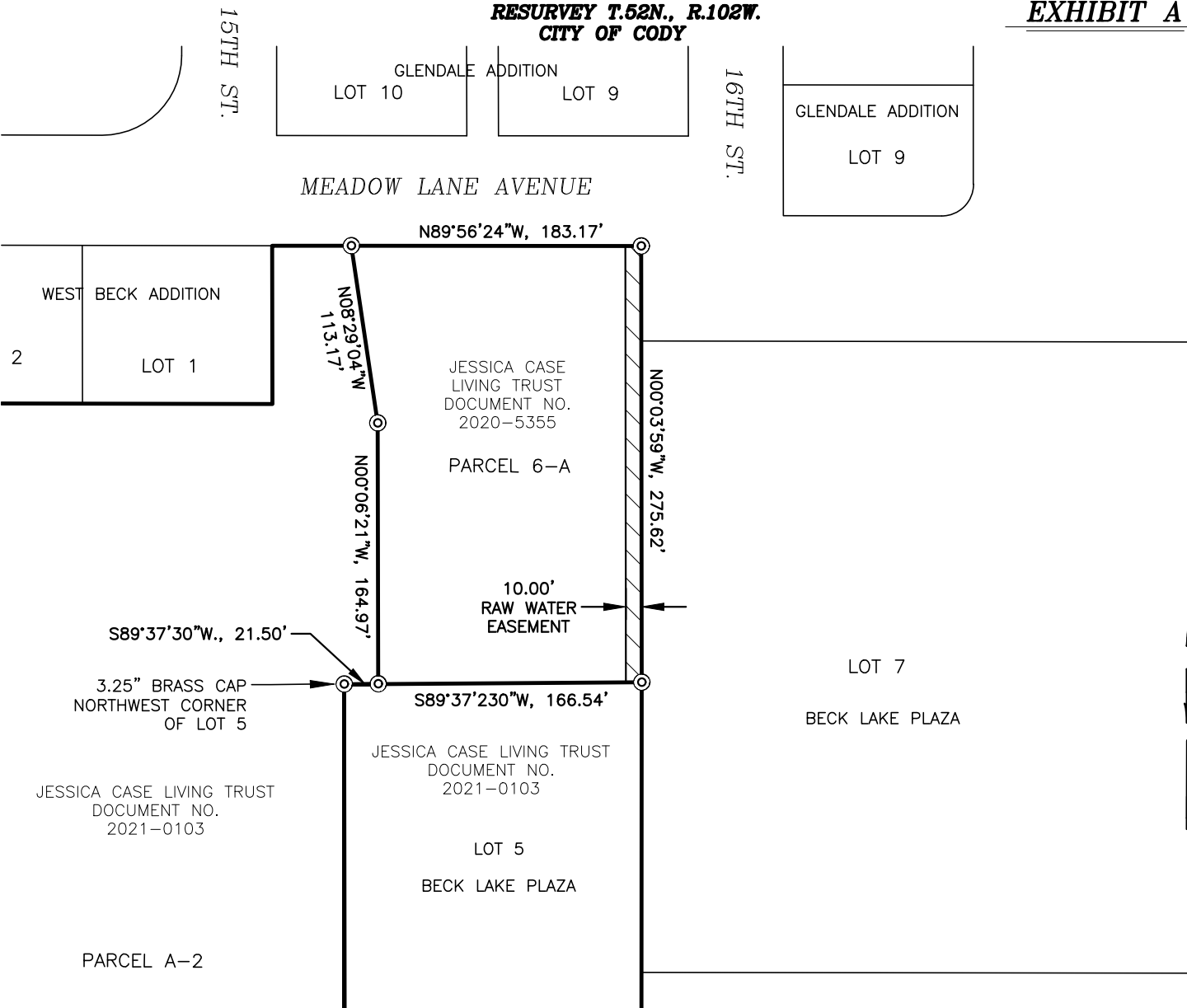
- Prepared By -

ENGINEERING ASSOCIATES, CODY, WYOMING  
CONSULTING ENGINEERS & SURVEYORS



MAY 3, 2023  
JOB NO. 22000.23  
NSH

SHEET 1 OF 1



DESCRIPTION OF RAW WATER EASEMENT

AN EASEMENT STRIP FOR RAW WATER PURPOSES LOCATED WITHIN PARCEL 6-A, DESCRIBED IN PLAT CABINET "P", PAGE 86, ACCORDING TO THE RECORDS OF THE COUNTY CLERK AND RECORDER OF PARK COUNTY, CITY OF CODY, RESURVEY T.52N. R.101W., PARK COUNTY, WYOMING., SAID STRIP LYING 5.00' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

EASTERLY 10.00 FEET OF SAID PARCEL 6-A, ALSO KNOWN AS THE EASTERLY 10.00 FEET OF LOT 6, BECK LAKE PLAZA.

SAID RAW WATER EASEMENT STRIP CONTAINS 0.06 ACRES.

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE CITY OF CODY COORDINATE SYSTEM, WHICH IS BASED ON THE WYOMING COORDINATE SYSTEM NAD83, WYOMING WEST-CENTRAL ZONE.

LEGEND

- FOUND 2" ALUMINUM CAP, OTHERWISE NOTED
- 10.00' RAW WATER EASEMENT STRIP

CERTIFICATE OF SURVEYOR

STATE OF WYOMING }  
COUNTY OF PARK } ss.

I, LYLE J. CASCIATO, OF ENGINEERING ASSOCIATES IN CODY, WYOMING, HEREBY CERTIFY THAT THIS MAP WAS PREPARED USING DOCUMENTS ON FILE IN THE PARK COUNTY CLERK'S OFFICE, AND FROM NOTES TAKEN DURING AN ACTUAL SURVEY PERFORMED UNDER MY DIRECTION IN JANUARY, 2023; AND THAT THIS IS A CORRECT DESCRIPTION OF THE LOCATION OF THIS EASEMENT TO THE BEST OF MY KNOWLEDGE.

ALTERATION OF THIS MAP OTHER THAN BY THE ABOVE PROFESSIONAL LAND SURVEYOR OR AS OTHERWISE ALLOWED BY LAW MAY AFFECT LIABILITY FOR THE ACCURACY OF SAID MAP.



MAP and DESCRIPTION OF EASEMENT

- For -

CITY OF CODY &  
JESSICA CASE LIVING TRUST

- Located In -

LOT 6, BECK LAKE PLAZA  
CITY OF CODY, T.52N. R.102W.  
PARK COUNTY, WYOMING

- Prepared By -

ENGINEERING ASSOCIATES, CODY, WYOMING  
CONSULTING ENGINEERS & SURVEYORS



MAY 3, 2023  
JOB NO. 22000.23  
NSH

SHEET 1 OF 1

MEETING DATE: JULY 18, 2023

DEPARTMENT: PUBLIC WORKS - WATER

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

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

## AGENDA ITEM SUMMARY REPORT



### Approval of the ARPA Grant Agreement for Grant ARPA-WS-1104 with the State of Wyoming State Loan and Investment Board for the Tree Streets Waterline Replacement Project

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

Consider approval of the ARPA Grant Agreement for Grant ARPA-WS-1104 with the State Loan and Investment Board for the Tree Streets Waterline Replacement Project, and authorize the Mayor and/or Public Works Director to sign all associated documents.

#### **SUMMARY OF INFORMATION**

The City of Cody has been approved for grant funding from the Local Government Project ARPA Grants Program administered by the Wyoming State Loan and Investment Board (SLIB). The grant funding provided by this agreement is \$2.5 Million administered and reimbursed by the Office of State Lands and Investments (OSLI). The City is required to provide additional local matching funds of \$2.5 Million from the Water Enterprise Fund, bringing the total funding available to \$5.0 Million.

The areas of the Tree Streets Waterline Replacement Project (project) were identified in the 2021 *Water Master Plan* as the number one and three (#1 and #3) priority projects for capital improvement investment to replace and upgrade the City's treated water distribution system. The project will replace and upgrade approximately fourteen thousand (14,000) linear feet of existing treated water mains and associated appurtenances in the areas around Glenn Livingston Elementary School and the Olive Glenn Golf Course. Upon execution of the ARPA Grant Agreement, City Staff will perform a Qualifications Based Selection (QBS) process to evaluate interested firms and select an engineering consultant for the project. It is anticipated that survey and design of the project will take place in fall and winter of 2023 to prepare bidding documents for two phases of construction, with Phase 1 construction taking place in 2024 and Phase 2 construction taking place in 2025.

City Council approval of the agreement will be subject to final review and approval of all associated documents by the City Attorney prior to execution by the Mayor and/or Public Works Director.

#### **FISCAL IMPACT**

The Water Enterprise Fund is projected to have a total fund balance of \$5.706 Million at the end of FY 2024, with an Unassigned balance of \$3.282 Million available to provide the required local match of \$2.5 Million. Approval of the ARPA Grant Agreement will require a FY 2024 Budget Amendment to provide the local match amount from the Water Enterprise Fund. Based on the timing of expenditures on the project throughout FY 2024 and FY 2025, the fund balance of the Water Enterprise Fund is not anticipated to drop below the Committed and Restricted fund balance levels.

#### **ATTACHMENTS**

1. ARPA Grant Agreement - Grant ARPA-WS-1104 State of Wyoming State Loan and Investment Board

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



**GRANT ARPA-WS-1104**  
**STATE OF WYOMING**  
**STATE LOAN AND INVESTMENT BOARD**  
**ARPA Grant Agreement**

1. **Parties.** The parties to this Reimbursement Agreement (Agreement) are the State of Wyoming, Office of State Lands and Investments (OSLI), whose address is: 122 West 25th Street, Cheyenne, Wyoming, 82001, and the grant recipient, City of Cody (Grantee), whose address is: PO Box 2200

1338 Rumsey Ave, Cody, WY 82414.

2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which OSLI will disburse State and Local Fiscal Recovery Funds (Grant Funds) pursuant to the American Recovery Plan Act (ARPA) and 2022 Wyo. Sess. Laws Ch. 50 § 2(c), FN 18. Grant Funds disbursed under this Agreement shall reimburse only expenditures for the Project approved by the State Loan and Investment Board (the Board) pursuant to Chapter 41 of the Board's rules.

3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of the Agreement is from the Effective Date through the end of the period during which the Inspector General for the U.S. Department of the Treasury may audit the State's use of ARPA Funds.

4. **Payment.**

- A. OSLI shall disburse Grant Funds to the Grantee to reimburse Project expenditures. Total reimbursements under this Agreement shall not exceed two million five hundred thousand dollars (\$2,500,000). Disbursements from OSLI shall be made within forty-five (45) days after submission of an invoice.
- B. Should the reimbursement requested by the Grantee fail to comply with all federal and State laws, Board rules, and the terms and conditions set forth in this Agreement, OSLI shall not disburse Grant Funds.

5. **Responsibilities of Grantee.** The Grantee agrees:

- A. **Drawing Funds.**

- i. The Grantee shall request reimbursement only for expenses incurred completing the Project described in the application attached to and incorporated into this Agreement as Attachment A.
- ii. The Grantee shall submit a request for reimbursement accompanied by invoices and supported by adequate proof that such obligations are due and owing and have been incurred for expenses that are eligible pursuant

to this Agreement, Board rules, and all relevant federal and State laws. Grant Funds shall not be spent for any other purpose or project.

**B. Construction.** The Grantee shall:

- (i) Make arrangements for appropriate professional supervision and management of the Project.
- (ii) Provide to OSLI all project plans and specifications.
- (iii) Be solely responsible for its compliance with all applicable state statutes, including but not limited to, state statutes regarding local preferences, procurement, accounting, and contractor retainage accounts.
- (iv) Provide the OSLI with access to all information on all aspects of the project and make available for inspection such documents and reports on the progress of the work and on the results of tests of materials and workmanship or other information as may be requested by the OSLI.
- (v) Establish payment schedules providing that all work shall be completed prior to December 31, 2026.
- (vi) Ensure that all Grant Funds are encumbered by October 31, 2024 and expended by December 31, 2026.
- (vii) If the Project has not been bid before the Effective Date, submit to OSLI the following materials prior to issuing an advertisement for bids:
  - (a) An attorney's title opinion, a letter and documents from a title company or abstractor, or other proof and certification acceptable to the OSLI that all access, easements, and rights-of-way for the construction and long term operation and maintenance of the Project have been secured and recorded;
  - (b) Engineer's cost estimate and proposed construction budget for the Project;
  - (c) Any and all appropriate permits issued by the Wyoming Department of Environmental Quality; and
- (viii) The Grantee shall keep OSLI staff informed on a Contractor's plan for use of a Retainage Account pursuant to W.S. §§ 16-6-702, -704, and -705. The Grantee shall provide to OSLI Retainage or Interest Bearing account documentation in order for OSLI to send retainage funds to the Grantee for deposit in the Contractor's identified retainage account.

- (ix) The Grantee shall require a completed Affidavit Acknowledging Payment to Materialmen, Subcontractors and Laborers (available at <http://lands.wyo.gov>) from Prime Contractor with all requests for progress payment beginning with the second request pursuant to W.S. § 16-6-1001(a)(iv).
  - (x) The Grantee shall submit Final Payment Documentation to OSLI pursuant to W.S. §§ 16-6-116, -117, and 15-1-113(h), to the extent those provisions are applicable to the Project.
  - (xi) Prior to ordering a change to the project, the Grantee shall submit proposed changes to OSLI for review. The State shall have a minimum of five (5) business days to review the proposed change. Upon written approval of OSLI, the Grantee shall execute an amendment or change order to affected agreements. If the Grantee executes an amendment or change order without OSLI approval, OSLI reserves the right to withhold reimbursement for such a request until it is able to confirm the change complied with Board rules and all relevant federal and State laws. If the change does not comply with Board rules and all relevant federal and State laws, OSLI shall not disburse any funds for expenses related to the change.
- C. The Grantee shall establish and maintain sufficient internal controls to ensure that Grant Funds are spent in accordance with this Agreement, Board rules, and all State and federal laws.
- D. The Grantee shall comply with all applicable state and federal laws, rules, and regulations, including compliance with any applicable provisions of W.S. § 16-6-1001, the Wyoming Prevailing Wage Act (W.S. §§ 27-4-401 through 27-4-413), and all other applicable state procurement laws.

## 6. **Special Provisions.**

- A. **Administration of Federal Funds.** The Grantee agree its use of the Grant Funds awarded herein is subject to Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the U.S. Department of the Treasury; all applicable regulations published pursuant to section 602 and 603 of the Social Security Act; 31 C.F.R. Part 35; and all guidance issued by Treasury regarding the foregoing. The Grantee shall take all necessary actions to comply with all requirements for the use of these federal funds.
- B. **Ineligible Expenditures.** If OSLI or the Inspector General for the U.S. Department of the Treasury determines that any of the Grant Funds were not utilized for an eligible expense under ARPA, the Grantee shall repay such funds within fourteen (14) days to OSLI. In the event the Grantee does not repay the Grant Funds, the obligation shall be booked as a debt of the Grantee owed to the

State of Wyoming. The Grantee further agrees to provide OS LI, upon request, a full and complete accounting as to the use of the Grant Funds; said accounting to be done in accordance with generally accepted accounting principles and shall be provided to the OS LI within a reasonable time.

- C. State Inspection of Records.** OS LI, or another approved designee of the Board, may perform an audit or examination of the books and records of the Grantee at any time and without notice, and that the Board or its designee may at any time without notice perform on-site visits and inspections of the project being funded.
- D. Federal Audit and Access to Records.** The Inspector General for the U.S. Department of the Treasury shall have access to any books, documents, papers, electronic data and records of the Grantee which are pertinent to this Agreement.
- E. Board Rules.** The grant and this Agreement are governed by Chapter 41 of the Board's rules and subject to all applicable provisions therein. In the event of any inconsistency between this agreement and the Board's rules, the Board's rules shall control.

## **7. General Provisions.**

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Grantee shall not use this Agreement, or any portion thereof for collateral for any financial obligation without the prior written permission of OS LI.
- D. Availability of Funds.** Each disbursement obligation under this Agreement is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued

performance of the Agreement, this Agreement may be terminated at the end of the period for which funds are available. OSLI shall notify the Grantee at the earliest possible time if this Agreement will or may be affected by a funding shortage. No penalty shall accrue to OSLI in the event this provision is exercised, and OSLI shall not be obligated or liable for any future payments as a result of termination under this section.

- E. Compliance with Laws.** The Grantee shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.
- F. Entirety of Agreement.** This Agreement, consisting of eight (8) pages, and Attachment A, consisting of fifteen (15) pages, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- G. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes completely beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- H. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- I. No Employment Relationship.** The Grantee shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Grantee shall be free from control or direction over the details of the performance of its duties under this Agreement. The Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Grantee or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or OSLI or to incur any obligation of any kind on behalf of the State of Wyoming or OSLI. The Grantee agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or

similar benefits available to State of Wyoming employees will inure to the benefit of the Grantee or the Grantee's agents or employees as a result of this Agreement.

- J. Nondiscrimination.** The Grantee shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (W.S. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
- K. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- L. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- M. Single Audit Requirements.** The Grantee agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. The Grantee agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover any part of this Agreement, the Grantee shall provide one (1) copy of the audit report to OSLI and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to OSLI's records.
- N. Sovereign Immunity and Limitations.** The State of Wyoming, OSLI, and Board do not waive sovereign immunity by entering into this Agreement and the Grantee does not waive governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to W.S. §1-39-101, *et seq.*, and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign or governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- O. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement.

The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

- P. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- Q. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- R. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- S. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Grantee of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to OSLI.

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



8. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement. The signatory for the Grantee also hereby certifies that he or she is authorized to sign this Agreement on behalf of the Grantee and bind the Grantee to the terms herein.

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

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

\_\_\_\_\_  
Jenifer E. Scoggin, Director

\_\_\_\_\_  
Date

**GRANTEE:**  
City of Cody

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

\_\_\_\_\_  
Date

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

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



## AGENDA ITEM SUMMARY REPORT

### Ordinance 2023-08 Amending Title 4, Chapter 4, Article I and Article III, of the City of Cody Municipal Code

#### ACTION TO BE TAKEN

Consider approval of Ordinance 2023-08 on First Reading to modify the City of Cody Municipal Code related to the Solid Waste and Recycling Utility Service.

#### SUMMARY OF INFORMATION

The City of Cody provides solid waste disposal and recycling utility services through the Solid Waste and Recycling Enterprise Fund. Ordinance 2023-08 will modify the the Municipal Code in two areas described as follows.

1. Title 4, Chapter 4, Article I, Item 7 will amend the existing code language about the disposal of manure in city-furnished receptacles. The Solid Waste Crew has observed the bulk dumping of livestock manure in roll-out containers and dumpsters, and creating challenges due to the weight of the filled containers and dumpsters that cannot be picked up by the City's solid waste trucks. The proposed amendment would require that any manure placed in receptacles be bagged and limited to fifty (50) pounds per service pick-up on the customer's collection day. The proposed amendment would also specifically forbid bulk manure disposal in city-furnished receptacles. The proposed modifications are underlined in the attached Ordinance 2023-08.
2. Title 4, Chapter 4, Article III, Items 13.A, 13.B, and 13.E will modify and set the service rates for the Solid Waste and Recycling Utility as approved with the FY 2024 Budget. Operating costs of the Solid Waste and Recycling Enterprise Fund have continued to increase over the past several years with the largest increases being labor costs (merit and adjustment to scale increases), capital equipment costs (such as trucks, dumpsters, and roll-out containers), and fuel costs. In addition, Item B has been modified with some minor wording changes related to the bulk item removal program fee that is included in the rate schedule and Item E has been clarified with language about the placement of roll-out containers near parked vehicles. These modifications are underlined in the attached Ordinance 2023-08.

The last Solid Waste and Recycling Utility Service Rate modification was made in July of 2021, approximately two (2) years ago. The proposed rate increase is approximately three percent (3.0%) or slightly higher due to rounding, and will affect the charges associated with the City Solid Waste Fee (i.e., collection), the County Landfill Fee (i.e., disposal), and the Recycling Fee on both Residential and Commercial accounts. It will also affect the Bulk Item Removal Fee on Residential accounts only.

If Ordinance 2023-08 is passed on first reading, it is planned to be presented for second reading on August 1, 2023, and for third reading and final approval on August 15, 2023. Upon final approval, the proposed rate modifications are planned to take effect on September 1, 2023.

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

**FISCAL IMPACT**

With approval of Ordinance 2023-08 and modification of City's Solid Waste and Recycling Service Rates as proposed, it is anticipated that solid waste and recycling fund revenues will be increased by approximately 3.0% per year in FY 2024.

**ATTACHMENTS**

Ordinance 2023-08

**ORDINANCE 2023 – 08**

**AN ORDINANCE AMENDING TITLE 4, CHAPTER 4, ARTICLE I,  
AND TITLE 4, CHAPTER 4, ARTICLE III,  
OF THE CITY OF CODY MUNICIPAL CODE**

Article I, Section 7, Item F, shall be hereby amended as follows effective September 1, 2023.

**4-4-7: REMOVAL OF WASTE**

- F. Other than a light spread of manure which may be applied on lawns or gardens for fertilizing purposes, manure shall not be kept on any premises for any purpose, or kept in piles for later use, but must be either plowed under or removed by the owner, occupant, or agent. Any manure placed in city-furnished receptacles shall be bagged, weigh less than fifty (50) pounds per bag, and be limited to one (1) bag per customer per collection day in the city-furnished receptacle. Bulk or unbagged manure shall not be placed in any city-furnished roll-out container or dumpster.

NO OTHER MODIFICATIONS TO THE REMAINDER OF ARTICLE I.

Article III, Section 13, shall be hereby amended as follows effective September 1, 2023.

**4-4-13: FEE SCHEDULE**

There is hereby levied and assessed a service charge against persons and/or businesses in the city requiring garage and debris disposal as outlined in section 4-4-3 of this chapter, for all bills generated after September 1, 2023, as follows:

- A. Monthly Charge for Residences: For a residence, there shall be a basic monthly minimum charge as follows:

**RESIDENTIAL RATES**

	Monthly City Solid Waste Fee	Monthly County Landfill Fee	Total Monthly Fee (1)
Dumpster	\$12.70	\$9.05	\$21.75
1 Roll-out Container	\$12.70	\$9.05	\$21.75
2 Roll-out Containers	\$15.70	\$10.45	\$26.15
3 Roll-out Container	\$21.10	\$15.00	\$36.10
<p>Note 1 (for Total Monthly Fee):</p> <p>a. In addition, there shall be a basic monthly minimum charge of <u>\$1.55</u> for recycling operations regardless of user’s production and usage of recycling services.</p> <p>b. In addition, there shall be a basic monthly minimum charge of <u>\$1.40</u> for <u>the bulk item removal program</u> as outlined in section 4-4-6, regardless of the actual usage of <u>the bulk item removal</u> services.</p>			

B. Monthly Charge for Commercial Businesses: For all commercial businesses, the city shall assess a basic monthly minimum charge as provided below. If a user requires different combinations of services or the city determines the user’s production and usage requires a different combination of service, the monthly charges shall be as follows:

COMMERCIAL RATES

	Collections per Week	Monthly City Solid Waste Fee	Monthly County Landfill Fee	Total Monthly Fee (1)
1 dumpster	1	\$ 29.22	\$ 20.88	\$ 50.10
	2	55.80	39.89	95.69
	3	82.66	59.10	141.76
	4	109.23	78.10	187.33
	5	135.81	97.10	232.91
	6	162.68	116.31	278.99
2 dumpsters	1	55.80	39.89	95.69
	2	109.23	78.10	187.33
	3	162.68	116.31	278.99
	4	216.12	154.51	370.63
	5	269.28	192.52	461.80
	6	322.71	230.72	553.43
3 dumpsters	1	82.66	59.10	141.76
	2	162.68	116.31	278.99
	3	242.69	173.52	416.21
	4	322.71	230.72	553.43
	5	402.74	287.93	690.67
	6	482.75	345.14	827.89
4 dumpsters	1	109.23	78.10	187.33
	2	216.12	154.51	370.63
	3	322.71	230.72	553.43
	4	429.60	307.15	736.75
	5	536.20	383.35	919.55
	6	643.08	459.76	1,102.84
5 dumpsters	1	135.81	97.10	232.91
	2	269.28	192.52	461.80
	3	402.74	287.93	690.67
	4	536.20	383.35	919.55
	5	669.65	478.76	1,148.41
	6	803.12	574.19	1,377.31
6 dumpsters	1	162.68	116.31	278.99
	2	322.71	230.72	553.43
	3	482.75	345.14	827.89
	4	643.08	459.76	1,102.84
	5	803.12	574.19	1,377.31
	6	963.15	688.61	1,651.76
7 dumpsters	1	189.24	135.31	324.55
	2	375.87	268.73	644.60
	3	562.48	402.15	964.63
	4	749.39	535.77	1,285.16
	5	935.99	669.19	1,605.18
	6	1,122.61	802.61	1,925.22

(TABLE CONTINUED ON NEXT PAGE)

	Collections per Week	Monthly City Solid Waste Fee	Monthly County Landfill Fee	Total Monthly Fee (1)
8 dumpsters	1	216.12	154.51	370.63
	2	429.60	307.15	736.75
	3	642.78	459.57	1,102.35
	4	856.27	612.18	1,468.45
	5	1,070.04	765.03	1,835.07
	6	1,283.24	917.44	2,200.68
Note 1 (for Total Monthly Fee): In addition, each commercial or business establishment shall be assessed a basic monthly minimum charge of <u>\$4.65</u> for recycling operations, regardless of the number of dumpsters the commercial entity is billed for on a monthly basis and regardless of the user's production and usage of recycling services.				

E. Placement And Removal Of Roll-Out Containers: Any person or business using a roll-out container shall place the same at the curb area immediately in front of the user's property not more than twelve (12) hours before a scheduled pick up and shall remove same to the user's property away from the street to a protected area within twelve (12) hours of a scheduled pick up. If any vehicles, campers, boats, etc. are parked along the curb, the container should be pulled out for pick up to be flush with the driver's side of the vehicle(s) and must have at least four (4) feet of clearance on either side of the container to allow for sanitation truck access. Violations of this section shall be punished pursuant to section 1-4-1 of this code.

NO OTHER MODIFICATIONS TO THE REMAINDER OF ARTICLE III.

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

PASSED ON FIRST READING: \_\_\_\_\_

PASSED ON SECOND READING: \_\_\_\_\_

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

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

ATTEST:

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

MEETING DATE: JULY 18, 2023

DEPARTMENT: PUBLIC WORKS – WASTEWATER

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

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



## **AGENDA ITEM SUMMARY REPORT**

### **Ordinance 2023-09 Amending Title 8, Chapter 3, Article I of the City of Cody Municipal Code**

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

Consider approval of Ordinance 2023-09 on First Reading to modify the City of Cody Municipal Code related to Wastewater Utility Service Charges.

#### **SUMMARY OF INFORMATION**

The City of Cody provides sanitary sewer collection and treatment utility services through the Wastewater Enterprise Fund. Ordinance 2023-09 will modify the the Municipal Code and set the service rates for the wastewater utility as discussed with the City Council at the budget work sessions and approved with the FY 2024 Budget. Operating costs of the Wastewater Enterprise Fund have continued to increase over the past several years with the largest increases being labor costs (merit and adjustment to scale increases), construction material and capital equipment costs, and electric costs for the Wastewater Treatment Facility (WWTF).

The last Wastewater Service Rate modifications were made in 2013 (increasing the monthly base fee) and 2007 (increasing the wastewater use charge per 1,000 gallons). The proposed rate increase is approximately three percent (3.0%) or slightly higher due to rounding.

In addition, Item 8-3-10-2.D is being removed because the service charges are defined in other sections of the code, and this item is duplicative and unnecessary.

If Ordinance 2023-09 is passed on first reading, it is planned to be presented for second reading on August 1, 2023, and for third reading and final approval on August 15, 2023. Upon final approval, the proposed rate modifications are planned to take effect on September 1, 2023.

#### **FISCAL IMPACT**

With approval of Ordinance 2023-09 and modification of City's Wastewater Service Rates as proposed, it is anticipated that Wastewater Enterprise Fund revenues will be increased by approximately 3.0% per year in FY 2024 and beyond.

#### **ATTACHMENTS**

Ordinance 2023-09

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



**ORDINANCE 2023 – 09**

**AN ORDINANCE AMENDING TITLE 8, CHAPTER 3, ARTICLE I,  
OF THE CITY OF CODY MUNICIPAL CODE**

Article I, Section 10-2, shall be hereby amended as follows effective September 1, 2023.

**8-3-10-2: SEWER USE FEES; SCHEDULE**

- A. Minimum Monthly Charge: There is hereby levied and assessed a service charge against any entity or person in the city requiring sewage disposal into the sanitary sewer system as follows:

A minimum monthly charge for the water measured through each water meter based upon the sized of the water meter as follows:

Meter Size	Monthly Minimum Charge
¾ inch	\$ 10.45
1 inch	\$ 20.90
1 ½ inch	\$ 41.80
2 inch	\$ 73.15
3 inch	\$ 167.20
4 inch	\$ 292.60
6 inch	\$ 627.00
Plus \$1.90 per 1,000 gallons per month of water metered	

- B. Sewer System Only: For those entities or persons connected to the sanitary sewer system, but not receiving water from the city water system, the charge shall be nineteen dollars nine two cents (\$19.92) per month.

D. ITEM REMOVED COMPLETELY

~~Service Charges: The following charges apply to all levels of service in addition to any other charges:~~

<del>Account set up charge</del>	<del>\$ 35.00</del>
<del>Monthly paper statement charge per account</del>	<del>0.50</del>
<del>Returned payment charge</del>	<del>30.00</del>

NO OTHER MODIFICATIONS TO THE REMAINDER OF ARTICLE I

\* REMAINDER OF PAGE INTENTIONALLY BLANK \*

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

PASSED ON FIRST READING: \_\_\_\_\_

PASSED ON SECOND READING: \_\_\_\_\_

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

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

ATTEST:

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