

# City of Cody City Council

## AGENDA

Tuesday, August 5, 2014 - 7:00 p.m. (Pre-Meeting 6:30 p.m.)

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

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Meeting Called to Order  
Pledge of Allegiance  
Moment of Silence  
Roll Call  
Agenda Review and Approval  
Mayor's Recognitions and Announcements

Appreciation Plaque presented to Jenni Rosencranse

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. Approve Minutes of the Special Meeting from 7/10/14, 7/21/14, 7/22/14 and Regular Meeting Minutes from 7/15/14.
  - b. Approve Vouchers and Payroll in the amount of \$1,272,056.68.
  - c. Authorize the Mayor to enter into and sign a Proposal for the completion of the work associated with West Rocky Road Storm Drainage Maintenance Improvements between the City of Cody and Harris Trucking for the amount of \$31,433.00.
  - d. Award a professional services contract to Engineering Associates for Design of the Waste Water Pretreatment Building, embankment and ancillary features at the sewer lagoons and authorize the Mayor to sign said professional services contract contingent upon review and approval by the City Attorney.
  - e. Award Bid 2014-07 to Jack's Truck and Equipment in the amount of \$325,654.00 for a 2015 or Newer Diesel Powered cab and Chassis w/new Sewer and Catch Basin Cleaner.
  - f. Award Bid 2014-09 to Honnen Equipment Company in the amount of \$75,275.00, with trade in, and with the 2 year buy back option for a 2014 or newer Front End Loader.
  - g. Approve and authorize the Mayor to sign the Employment Agreement for the City Administrator.
2. Public Comments: The City Council welcomes input from the public. In order for everyone to be heard, please limit your comments to five (5) minutes per person. The Guidelines for the Conduct of City Council Meetings do not allow action to be taken on public comments.
3. Public Hearing
  - a. A public hearing to determine if it is in the public's interest to issue a new restaurant liquor license to Ana Isalas dba El Vaquero at 2425 Big Horn Avenue.
4. Conduct of Business
  - a. Consider approving a new Restaurant Liquor License to Ana Isalas dba El Vaquero at 2425 Big Horn Avenue.

Staff Reference:

Cindy Baker, Administrative Services Officer

- b. Consider a request from Mr. Loran to allow connection to City sewer for service at 1702 31<sup>st</sup> Street based on the premise that the sewer plant investment fee was paid by his father in 1988.

Staff Reference: Steve Payne, Public Works Director  
Spokesperson: Casey Loran

- c. Consider approving the preliminary and final plat for the Franzen Minor Subdivision with recommendations provided by the Planning and Zoning Board.

Staff Reference: Todd Stowell, City Planner  
Spokesperson: Paul Blough, Holm, Blough and Company

- d. **ORDINANCE 2014-12 – SECOND READING  
AN ORDINANCE REPEALING TITLE 9, CHAPTER 3, SECTIONS 1 AND 2,  
CONTRACTOR’S LICENSE.**

Staff Reference: Steve Payne, Public Works Director

- e. **ORDINANCE 2014-13 – SECOND READING  
AN ORDINANCE ENACTING TITLE 9, CHAPTER 3, SECTIONS 1 AND 2,  
CONTRACTOR’S LICENSE.**

Staff Reference: Steve Payne, Public Works Director

5. Tabled Items

- a. **ORDINANCE 2014-08 – SECOND READING  
AN ORDINANCE ADOPTING PROVISIONS FOR ACCESSORY DWELLING  
UNITS.**

6. Matters from Staff Members or Council Members

**City of Cody**  
**Council Proceedings**  
**Thursday, July 10, 2014**

A special meeting of the Cody City Council was held in Council Chambers of Cody City Hall on Tuesday, July 10, 2014 at 4:15 p.m.

Present: Mayor Nancy Tia Brown, Council Members, Donny Anderson, Bryan Edwards, Steve Miller and Stan Wolz, City Administrator, Jenni Rosencranse, City Attorney, Scott Kolpitcke and Administrative Service Officer, Cindy Baker

Absent: Council Members Jerry Fritz and Landon Greer.

Mayor Brown called the meeting to order at 4:25 p.m.

The Governing Body discussed a request from the VFW and Nature Conservancy to participate in the off-Sheridan Ave. directional street sign program. Rick Manchester, Parks, Public Facilities and Recreation Director provided history on this program. Staff was directed to put this item on the Consent Calendar for consideration at the Regular Meeting on Tuesday, July 15<sup>th</sup>. The request for waiver of the fees for the VFW will not be included in the agenda item for consideration, and VFW will be notified of their option to attend the Tuesday meeting to address that waiver.

The Governing Body discussed a request from Jeff Troxel to install two (2) “No Motorized Vehicles except Emergency Personnel” signs. One East of the gravel drive off of Casper Drive and the other just West of the bridge that crosses Cody Canal along the same gravel drive. Steve Payne, Public Works Director provided background information on this issue. Staff was directed to put this item on the Consent Calendar for consideration at the Regular Meeting on Tuesday, July 15<sup>th</sup>.

The Governing Body discussed a request from Town Taxi for “Taxi” only parking space. Steve Payne, Public Works Director informed the Governing Body that this request has gone before the Traffic Committee and provided information on this request and the recommendation from that committee. Staff was directed to put this on the agenda for the Regular Meeting on the Conduct of Business for consideration.

The Governing Body discussed a request from Thad Fitzgerald, Tim Buckstead and John Darby to close 12<sup>th</sup> street and issue an open container permit for the Iron Horse Rodeo on August 2, 2014. Tim provided the Governing Body with background and history of a similar event that is held in Red Lodge, Mt. that this group is planning to bring to Cody. Chief Rockvam provided his concerns. Staff was directed to put this on the Conduct of Business for consideration at the Regular Meeting on Tuesday, July 15<sup>th</sup>.

The Governing Body discussed the loan from State in reference to Hell’s Angel’s Event.

The Governing Body reviewed the agenda for the July 15, 2014 meeting.

Mayor Brown adjourned the meeting at 5:53 p.m.

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Cynthia D Baker  
Administrative Services Officer

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Nancy Tia Brown  
Mayor

**City of Cody**  
**Council Proceedings**  
**Monday, July 21, 2014**

A special meeting of the Cody City Council was held in Council Chambers of Cody City Hall on Monday, July 21, 2014 at 9:00 a.m.

Present: Mayor Nancy Tia Brown, Council Members, Donny Anderson, Bryan Edwards, Landon Greer, Steve Miller and Stan Wolz; and City Attorney, Scott Kolpitke.

Absent: Council Member Jerry Fritz.

Mayor Brown called the meeting to order at 8:55 a.m.

Council Member Miller made a motion seconded by Council Member Anderson to enter into an Executive Session pursuant to Wyoming State Statute 16-4-405(a)(ii)(personnel matters) at 8:55 a.m.

Council Member Miller made a motion seconded by Council Member Anderson to exit the Executive Session at 3:52 p.m. No action was taken.

Mayor Brown adjourned the meeting at 3:52 p.m.

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Cynthia D Baker  
Administrative Services Officer

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Nancy Tia Brown  
Mayor

**City of Cody**  
**Council Proceedings**  
**Tuesday, July 22, 2014**

A special meeting of the Cody City Council was held in Council Chambers of Cody City Hall on Tuesday, July 22, 2014 at 5:00 p.m.

Present: Mayor Nancy Tia Brown, Council Members, Donny Anderson, Bryan Edwards, Jerry Fritz, Landon Greer, Steve Miller and Stan Wolz; City Attorney, Scott Kolpitcke, and Administrative Services Officer, Cindy Baker.

Absent: None.

Mayor Brown called the meeting to order at 4:55 p.m.

Council Member Miller made a motion seconded by Council Member Edwards to enter into an Executive Session pursuant to Wyoming State Statute 16-4-405(a)(ii)(personnel matters) at 4:55 p.m.

Council Member Miller made a motion seconded by Council Member Wolz to exit the Executive Session at 6:45 p.m. No action was taken.

Council Member Miller made a motion seconded by Council Member Fritz to approve the second Amendment to the Employment Agreement for the City Administrator. Vote was unanimous.

Mayor Brown adjourned the meeting at 6:50 p.m.

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Cynthia D Baker  
Administrative Services Officer

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Nancy Tia Brown  
Mayor

**City of Cody**  
**Council Proceedings**  
**Tuesday, July 15, 2014**

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, July 15, 2014 at 7:00 p.m.

Present: Mayor Nancy Tia Brown, Council Members Donny Anderson, Landon Greer, Steve Miller and Stan Wolz, City Administrator Jenni Rosencranse, City Attorney Scott Kolpitcke and Administrative Services Officer, Cindy Baker.

Absent: Council Members Jerry Fritz and Bryan Edwards.

Mayor Brown called the meeting to order at 7:01 p.m.

Council Member Miller made a motion seconded by Council Member Wolz to approve the revised agenda as presented. Vote was unanimous.

Council Member Miller made a motion seconded by Council Member Anderson to approve the consent calendar including approval of Minutes of the Special Meeting from 6/30/14, 7/8/14 and Regular Meeting Minutes from 6/30/14; authorize the Mayor to sign the SSBCI quarterly Certification on Use-of Allocated Funds; authorize the Mayor to enter into and sign a Memorandum of Understanding between the City of Cody and the Department of State Parks and Cultural Resources as it relates to Temporary Law Enforcement Assistance; authorize the Mayor to enter into and sign the Project Contingency and Development Agreement with Park County Pedalers (PCP) as it relates to the Beck Lake Trail Grant contingent upon review and approval by the City Attorney; authorize the closure of eight (8) parking spaces on Beck Avenue and 9<sup>th</sup> Street on Saturday, August 23, 2014 as it relates to the 2<sup>nd</sup> annual Shoshone Riverfest; authorize the Mayor to enter into, sign and submit a Contract Grant Agreement to Wyoming Recreational Trails Program; approve a request from Ken Posey and Mike Shotts to close Beck Avenue between 16<sup>th</sup> and 17<sup>th</sup> Streets and 16<sup>th</sup> Street between Sheridan and Beck Avenue on August 23<sup>rd</sup> from 7:00 a.m. to 4:00 p.m. for the 3<sup>rd</sup> Annual Cody Country Car Show with conditions outlined by staff; authorize the Mayor to enter to and sign a Special Use Agreement between the City of Cody and HK Contractors to operate gravel crushing and other processing equipment on City of Cody property at the West Pit Location; approve the change in dispensing room to a 24'x17' room on the south end of the building for H&B Wild Horse Café located at 440 W Yellowstone; approve the request from the VFW and Nature Conservancy to participate in the off-Sheridan Avenue directional Street Sign Program; authorize the installation of two (2) "No Motorized Vehicles Except Emergency Personnel" signs with the location of the two signs being one East of the gravel drive access off of Casper Drive and the other just West of the bridge that crosses Cody Canal along the same gravel drive; and authorize the Mayor to enter into and sign a Grant Award Acknowledgement between the City of Cody and the State of Wyoming. Vote was unanimous.

Council Member Wolz made a motion seconded by Council Member Anderson to approve Vouchers and Payroll in the amount of \$1,411,877.28. Council Member Greer recused himself from the vote. Vote was unanimous from remaining Council Members.

Council Member Wolz made a motion seconded by Council Member Anderson to approve the request from Town Taxi and the Silver Dollar to establish a "taxi" only parking space fronting the Silver Dollar Bar on Sheridan Avenue, contingent upon receipt of written request, with conditions recommended by the Traffic Committee for this request and future proposals. Voting favor were Council Members Anderson, Miller, Wolz and Mayor Brown. Opposed was Council Member Greer. Motion passed.

Council Member Wolz made a motion seconded by Council Member Greer to approve the request from Tim Buckstead and Thad Fitzgerald for the closure of 12<sup>th</sup> Street, between Sheridan Avenue and the alley north of Beck, from 3:00 p.m. to Midnight on Saturday, August 2<sup>nd</sup> for a street dance as an after party event associated with the Iron Horse Rodeo, along with approving an open container permit requested by the Irma Hotel for this event. Authorize the Chief of Police or his designee the authority to close said event if situations warrant such action and request a copy of liability insurance from both promoters for the event. Vote was unanimous.

Council Member Miller made a motion seconded by Council Member Wolz to select Kaiser and Company to manage and invest the City's reserve funds for the purpose of earning additional interest income and authorize the Mayor to enter into and sign the investment agreements and other required documents to open an investment account contingent upon review and approval by the City Attorney. Voting in favor were Council Members Greer, Anderson, Miller and Wolz. Opposed was Mayor Brown. Motion passed.

Council Member Miller made a motion seconded by Council Member Anderson to approve an amendment to the Holm View No. 5 preliminary plat, relating to the utility layout. Vote was unanimous.

Council Member Anderson made a motion seconded by Council Member Miller to approve the final plat application for the Holm View Addition No. 5 subdivision, subject to conditions and recommendations outlined by the Planning and Zoning Board and staff, with the additional condition directing Staff to incorporate language into the agreement that would allow the Holm View Addition to postpone the transfer of the water rights if it is apparent through an adoption of a policy that the Board of Control will not approve the transfer, contingent upon approval of the agreement by the Public Works Director and City Attorney.. Vote was unanimous.

**ORDINANCE 2014-11 – THIRD AND FINAL READING**  
**AN ORDINANCE AMENDING MINIMUM YARD REQUIREMENTS FOR RESIDENTIAL DISTRICTS, AS SET FORTH IN TITLE 10, CHAPTER 7 OF THE CITY OF CODY CODE.**  
Council Member Wolz made a motion seconded by Council Member Greer to adopt the Amendment as presented. Vote was unanimous.

Council Member Anderson made a motion seconded by Council Member Wolz to approve Ordinance 2014-11 on Third and Final Reading as Amended. Vote was unanimous.

**ORDINANCE 2014-12 – FIRST READING**  
**AN ORDINANCE REPEALING TITLE 9, CHAPTER 3, SECTIONS 1 AND 2, CONTRACTOR’S LICENSE.**  
Council Member Anderson made a motion seconded by Council Member Wolz to approve Ordinance 2014-12 on First Reading. Vote was unanimous.

**ORDINANCE 2014-13 – FIRST READING**  
**AN ORDINANCE ENACTING TITLE 9, CHAPTER 3, SECTIONS 1 AND 2, CONTRACTOR’S LICENSE.**  
Council Member Wolz made a motion seconded by Council Member Anderson to approve Ordinance 2014-13 on First Reading. Vote in favor were Council Members Greer, Anderson, Wolz and Mayor Brown. Opposed was Council Member Miller. Motion passed.

Council Member Wolz made a motion seconded by Council Member Anderson to remove Ordinance 2014-08 from the table. Vote was unanimous.

**ORDINANCE 2014-08 – SECOND READING**  
**AN ORDINANCE ADOPTING PROVISIONS FOR ACCESSORY DWELLING UNITS.**  
Council Member Greer made a motion seconded by Council Member Wolz to table Ordinance 2014-08. Vote was unanimous.

There being no further business, Mayor Brown adjourned the meeting at 9:29 p.m.

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>3E COMPANY</b>							
<b>127496</b>							
	3EU00554790	SAFETY SUPPLIES	07/09/2014	243.75	243.75	08/06/2014	
	3EU00554790	SAFETY SUPPLIES	07/09/2014	243.75	243.75	08/06/2014	
	3EU00554790	SAFETY SUPPLIES	07/09/2014	243.75	243.75	08/06/2014	
	3EU00554790	SAFETY SUPPLIES	07/09/2014	243.75	243.75	08/06/2014	
Total 127496:				975.00	975.00		
<b>813-NCPERS WYOMING</b>							
<b>125412</b>							
	06302014	PREMIUM	07/07/2014	416.00	416.00	07/08/2014	
Total 125412:				416.00	416.00		
<b>A &amp; I DISTRIBUTORS</b>							
<b>127557</b>							
	2501768	OIL	07/08/2014	470.25	470.25	08/06/2014	10W30
	2501768	OIL	07/08/2014	666.60	666.60	08/06/2014	15W40
	2501768	OIL, HYDRAULIC	07/08/2014	391.05	391.05	08/06/2014	HYD. 46
	2501768	AF16705 S PRO ALL MAKES - 6	07/08/2014	104.28	104.28	08/06/2014	
Total 127557:				1,632.18	1,632.18		
<b>ACE HARDWARE</b>							
<b>2390</b>							
	284613	TOOLS	07/01/2014	44.96	44.96	07/16/2014	
	284953	SUPPLIES	07/01/2014	7.49	7.49	07/16/2014	
	285568	SUPPLIES	07/14/2014	24.14	24.14	08/06/2014	
	285660	BUG KILLER	07/15/2014	4.49	4.49	08/06/2014	
	285829	SUPPLIES	07/16/2014	4.49	4.49	08/06/2014	
	285865	SEALER -ASPHALT	07/17/2014	29.98	29.98	08/06/2014	
	285873	SUPPLIES	07/17/2014	18.85	18.85	08/06/2014	
	285956	SUPPLIES	07/18/2014	11.99	11.99	08/06/2014	
	285961	SAFETY SUPPLIES	07/18/2014	4.99	4.99	08/06/2014	
	286184	COVER PAINT	07/21/2014	39.99	39.99	08/06/2014	
	286270	SPRAY PAINT / GARBAGE CAN	07/22/2014	58.47	58.47	08/06/2014	
	286274	FURNACE FILTERS	07/22/2014	21.89	21.89	08/06/2014	
	286389	SPRAY PAINT / PAINT BRUSH	07/23/2014	5.58	5.58	08/06/2014	
	286513	SUPPLIES	07/24/2014	43.96	43.96	08/06/2014	
	286527	SHOVEL HANDLE	07/24/2014	13.99	13.99	08/06/2014	
	286733	CABLE TIES	07/28/2014	22.48	22.48	08/06/2014	
	286735	SUPPLIES	07/28/2014	7.96	7.96	08/06/2014	
Total 2390:				365.70	365.70		
<b>ADVANCED INFO SYSTEMS</b>							
<b>129162</b>							
	11569	CYCLE 4 OUTSOURCE BILLS	07/07/2014	237.30	237.30	08/06/2014	
	11599	CYCLE 1 OUTSOURCE BILLS	07/28/2014	390.28	390.28	08/06/2014	
Total 129162:				627.58	627.58		
<b>AMERICAN FAMILY LIFE ASSUR</b>							
<b>550</b>							
	341703	AFLAC PREMIUM	07/07/2014	2,185.16	2,185.16	07/08/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 550:				2,185.16	2,185.16		
<b>AMERICAN PUBLIC POWER ASSOCIATION</b>							
<b>610</b>							
	252745	DUES 08/01/14 - 07/31/15	06/06/2014	2,945.10	2,945.10	07/16/2014	
	253346	EDUCATION AND TRAINING	06/27/2014	99.00	99.00	08/06/2014	
Total 610:				3,044.10	3,044.10		
<b>AMERICAN WATER WORKS ASSOCIATION</b>							
<b>670</b>							
	7000843753	AWWA MEMBERSHIP - KEITH V	06/30/2014	183.00	183.00	08/06/2014	
Total 670:				183.00	183.00		
<b>AMERICAN WELDING &amp; GAS, INC.</b>							
<b>128592</b>							
	02813061	WELDING WIRE	07/01/2014	107.63	107.63	07/16/2014	
	02816495	SAFETY SUPPLIES / CYLINDER	07/07/2014	33.04	33.04	08/06/2014	
	02816495	SAFETY SUPPLIES / CYLINDER	07/07/2014	36.29	36.29	08/06/2014	
	02818981	SAFETY GLOVES	07/09/2014	16.44	16.44	08/06/2014	
	02818982	CO2	07/09/2014	36.06	36.06	08/06/2014	
	02823395	ACETYLENE	07/15/2014	31.85	31.85	08/06/2014	
	02823396	CO2	07/15/2014	36.29	36.29	08/06/2014	
	02825701	WHITE MARKER	07/17/2014	4.23	4.23	08/06/2014	
Total 128592:				301.83	301.83		
<b>AMERI-TECH EQUIPMENT</b>							
<b>123053</b>							
	1674	95 GALLON ROLL OUTS	07/21/2014	3,398.91	3,398.91	08/06/2014	1002-SW
	1674	FREIGHT	07/21/2014	949.15	949.15	08/06/2014	
Total 123053:				4,348.06	4,348.06		
<b>ANDERSON, RUTH ANN</b>							
<b>130086</b>							
	071714	WITNESS FEES	07/17/2014	5.00	5.00	08/06/2014	
Total 130086:				5.00	5.00		
<b>ARBOR SOLUTIONS TREE CARE</b>							
<b>129915</b>							
	070114	RIGHT OF WAY CLEARING	07/01/2014	393.75	393.75	08/06/2014	
	070114	RIGHT OF WAY CLEARING	07/01/2014	393.75	393.75	08/06/2014	
Total 129915:				787.50	787.50		
<b>ARROWHEAD SCIENTIFIC INC</b>							
<b>127309</b>							
	71895	BIO-SWABS/INVESTIGATIONS	07/08/2014	329.99	329.99	08/06/2014	
Total 127309:				329.99	329.99		
<b>ASPEN PRACTICE P.C.</b>							

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
127886							
	071514	PRE-EMPLOYMENT TESTING	07/15/2014	1,575.00	1,575.00	08/06/2014	
Total 127886:				1,575.00	1,575.00		
<b>BAUER, RANDY</b> <b>130066</b>							
	070114	CONCERTS IN THE PARK	07/01/2014	700.00	700.00	07/16/2014	
Total 130066:				700.00	700.00		
<b>BEACHAM, JAMES E</b> <b>130079</b>							
	11012018	EQUAL PAY SETTLEMENT	07/16/2014	220.31	220.31	08/06/2014	
Total 130079:				220.31	220.31		
<b>BIG HORN REDI-MIX, INC</b> <b>1190</b>							
	366452	SYSTEM REPAIR	07/19/2014	15.00	15.00	08/06/2014	
Total 1190:				15.00	15.00		
<b>BIOLYNCEUS, LLC</b> <b>126954</b>							
	5249	BIO-SCRUBBER II	07/08/2014	9,653.60	9,653.60	08/06/2014	
Total 126954:				9,653.60	9,653.60		
<b>BLANKENSHIP QUALITY CONCRETE</b> <b>1320</b>							
	640	CONCRETE - STREETS	07/08/2014	10,558.32	10,558.32	08/06/2014	
	640	CONCRETE - ELECTRIC	07/08/2014	3,694.80	3,694.80	08/06/2014	
	640	CONCRETE - WATER	07/08/2014	299.25	299.25	08/06/2014	
Total 1320:				14,552.37	14,552.37		
<b>BLOEDORN LUMBER</b> <b>1590</b>							
	1790115	RAW WATER	07/11/2014	12.45	12.45	08/06/2014	
	1801764	T-POST	07/17/2014	32.45	32.45	08/06/2014	
Total 1590:				44.90	44.90		
<b>BLUE CROSS BLUE SHIELD OF WYOMING</b> <b>1360</b>							
	072114	INSURANCE PREMIUM	07/21/2014	110,760.51	110,760.51	08/06/2014	
	072114	INSURANCE PREMIUM	07/21/2014	1,546.98	1,546.98	08/06/2014	
Total 1360:				112,307.49	112,307.49		
<b>BOBCAT OF BIG HORN BASIN, INC.</b> <b>128623</b>							
	9553	HYDRAULIC ACCUMULATOR &	07/24/2014	473.56	473.56	08/06/2014	
Total 128623:				473.56	473.56		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>BOONE'S MACHINE SHOP</b>							
<b>1400</b>							
	57042	ROLL OUT BRACKETS	06/23/2014	13,855.94	13,855.94	08/06/2014	
	57923	ROLL OUT BRACKETS	06/12/2014	753.62	753.62	08/06/2014	
	57933	ROLL OUT BRACKETS	06/23/2014	600.00	600.00	08/06/2014	
Total 1400:				15,209.56	15,209.56		
<b>BOOT BARN, INC</b>							
<b>128267</b>							
	IVC0051146	UNIFORMS - RICHARD (RECYC	07/02/2014	119.97	119.97	08/06/2014	
Total 128267:				119.97	119.97		
<b>BORDER STATES INDUSTRIES, INC</b>							
<b>1420</b>							
	907753829	BEACON HILL PH I	07/25/2014	427.50	427.50	08/06/2014	
Total 1420:				427.50	427.50		
<b>BRAKKE, STEVE</b>							
<b>130080</b>							
	071614	REIMBURSE FOR CDL	07/16/2014	83.00	83.00	08/06/2014	
Total 130080:				83.00	83.00		
<b>BRITAIN'S FARMING &amp; HAULING</b>							
<b>130090</b>							
	072314	ASPHALT	07/23/2014	375.00	375.00	08/06/2014	
Total 130090:				375.00	375.00		
<b>BRUS, PATRICIA</b>							
<b>130091</b>							
	1493	REC CENTER REFUND	07/24/2014	70.50	70.50	08/06/2014	
Total 130091:				70.50	70.50		
<b>BUILDING AND COMFORT SPECIALISTS INC</b>							
<b>130072</b>							
	967-5	REFUND ENCROACHMENT DE	07/11/2014	150.00	150.00	08/06/2014	
Total 130072:				150.00	150.00		
<b>BUTLER, NIKKI</b>							
<b>130087</b>							
	072214	SOFTBALL UMP	07/22/2014	148.00	148.00	08/06/2014	
	072214	CORRECT INPUT ERROR	07/22/2014	130.00-	130.00-	08/06/2014	
Total 130087:				18.00	18.00		
<b>CALDWELL, CRAIG</b>							
<b>127385</b>							
	12.0950.12	EQUAL PAY SETTLEMENT MON	07/16/2014	197.31	197.31	08/06/2014	
Total 127385:				197.31	197.31		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>CASELLE, INC</b>							
<b>1930</b>							
	58805	EXCEL ADD IN PROGRAM	07/03/2014	1,000.00	1,000.00	08/06/2014	
Total 1930:				1,000.00	1,000.00		
<b>CDW GOVERNMENT, INC.</b>							
<b>124671</b>							
	MZ00476	FIREWALL	07/08/2014	604.00	604.00	08/06/2014	
	MZ74869	FIREWALL	07/10/2014	1,186.00	1,186.00	08/06/2014	
Total 124671:				1,790.00	1,790.00		
<b>CHADWICK VETERINARY HOSPITAL</b>							
<b>2130</b>							
	063014	FERAL CAT / ANIMAL CRUELTY	06/30/2014	546.00	546.00	08/06/2014	
Total 2130:				546.00	546.00		
<b>CHARTER</b>							
<b>129861</b>							
	062614	INTERNET/PHONE - MINI GOLF	06/26/2014	49.90	49.90	07/16/2014	
	071514	PROFESSIONAL FEES - ONE TI	07/15/2014	36.89	36.89	08/06/2014	
Total 129861:				86.79	86.79		
<b>CHS CHEERLEADING CLUB</b>							
<b>128762</b>							
	070914	CHS CHEERLEADING CLINIC	07/09/2014	188.40	188.40	08/06/2014	
Total 128762:				188.40	188.40		
<b>CHS FOOTBALL</b>							
<b>128763</b>							
	072114	FOOTBALL CAMP	07/21/2014	283.60	283.60	08/06/2014	
Total 128763:				283.60	283.60		
<b>CITY OF CODY</b>							
<b>2260</b>							
	071014	UTILITIES	07/10/2014	1,134.45	1,134.45	08/06/2014	
	071014	UTILITIES	07/10/2014	144.11	144.11	08/06/2014	
	071014	UTILITIES	07/10/2014	96.46	96.46	08/06/2014	
	071014	UTILITIES	07/10/2014	24.84	24.84	08/06/2014	
	071014	UTILITIES	07/10/2014	14.61	14.61	08/06/2014	
	071014	UTILITIES	07/10/2014	10.22	10.22	08/06/2014	
	071014	UTILITIES	07/10/2014	584.08	584.08	08/06/2014	
	071014	UTILITIES	07/10/2014	20,453.36	20,453.36	08/06/2014	
	071014	UTILITIES	07/10/2014	46.75	46.75	08/06/2014	
	071714	UTILITIES	07/17/2014	393.27	393.27	08/06/2014	
	071714	UTILITIES	07/17/2014	261.65	261.65	08/06/2014	
	072414	Utilities	07/24/2014	1,925.76	1,925.76	08/06/2014	
	072414	Utilities	07/24/2014	102.78	102.78	08/06/2014	
	072414	Utilities	07/24/2014	777.45	777.45	08/06/2014	
	072414	Utilities	07/24/2014	151.35	151.35	08/06/2014	
	072414	Utilities	07/24/2014	299.70	299.70	08/06/2014	
	072414	Utilities	07/24/2014	130.84	130.84	08/06/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	072414	Utilities	07/24/2014	366.76	366.76	08/06/2014	
	072414	Utilities	07/24/2014	408.26	408.26	08/06/2014	
	072414	Utilities	07/24/2014	134.54	134.54	08/06/2014	
	072414	Utilities	07/24/2014	956.81	956.81	08/06/2014	
	072414	Utilities	07/24/2014	2,854.19	2,854.19	08/06/2014	
	072414	Utilities	07/24/2014	354.73	354.73	08/06/2014	
	072414	Utilities	07/24/2014	266.86	266.86	08/06/2014	
	072414	Utilities	07/24/2014	350.30	350.30	08/06/2014	
	072414	Utilities	07/24/2014	92.86	92.86	08/06/2014	
	072414	Utilities	07/24/2014	749.94	749.94	08/06/2014	
	072414	Utilities	07/24/2014	42.00	42.00	08/06/2014	
	072414	Utilities	07/24/2014	42.00	42.00	08/06/2014	
	072414	Utilities	07/24/2014	50.90	50.90	08/06/2014	
	072414	Utilities	07/24/2014	663.05	663.05	08/06/2014	
	072414	Utilities	07/24/2014	161.22	161.22	08/06/2014	
	072414	Utilities	07/24/2014	23.00	23.00	08/06/2014	
	072414	Utilities	07/24/2014	190.28	190.28	08/06/2014	
	072414	Utilities	07/24/2014	177.51	177.51	08/06/2014	
	072414	Utilities	07/24/2014	84.62	84.62	08/06/2014	
	072414	Utilities	07/24/2014	99.16	99.16	08/06/2014	
	072414	Utilities	07/24/2014	630.00	630.00	08/06/2014	
	072414	Utilities	07/24/2014	121.76	121.76	08/06/2014	
	072414	Utilities	07/24/2014	360.46	360.46	08/06/2014	
	072414	Utilities	07/24/2014	94.75	94.75	08/06/2014	
	072414	Utilities	07/24/2014	47.03	47.03	08/06/2014	
	072414	Utilities	07/24/2014	3,548.48	3,548.48	08/06/2014	
	072414	Utilities	07/24/2014	10,645.47	10,645.47	08/06/2014	
	072414	Utilities	07/24/2014	1,106.22	1,106.22	08/06/2014	
	072414	Utilities	07/24/2014	284.94	284.94	08/06/2014	
	072414	Utilities	07/24/2014	167.60	167.60	08/06/2014	
	072414	Utilities	07/24/2014	117.30	117.30	08/06/2014	
	072414	Utilities	07/24/2014	47.85	47.85	08/06/2014	
	072414	Utilities	07/24/2014	468.93	468.93	08/06/2014	
	072414	Utilities	07/24/2014	93.50	93.50	08/06/2014	
	072414	Utilities	07/24/2014	48.96	48.96	08/06/2014	
	072414	Utilities	07/24/2014	48.96	48.96	08/06/2014	
	072414	Utilities	07/24/2014	47.67	47.67	08/06/2014	
	072414	Utilities	07/24/2014	6,947.01	6,947.01	08/06/2014	
	072414	Utilities	07/24/2014	550.70	550.70	08/06/2014	
	072414	Utilities	07/24/2014	36.75	36.75	08/06/2014	
	072414	Utilities	07/24/2014	172.85	172.85	08/06/2014	
	072414	Utilities	07/24/2014	471.39	471.39	08/06/2014	
	072414	Utilities	07/24/2014	65.89	65.89	08/06/2014	
	072414	Utilities	07/24/2014	4,371.56	4,371.56	08/06/2014	
				<hr/>	<hr/>		
	Total 2260:			65,116.70	65,116.70		
				<hr/>	<hr/>		
<b>CLUFF, SHERI</b>							
<b>130067</b>							
	070114	CONCERTS IN THE PARK	07/01/2014	900.00	900.00	07/16/2014	
				<hr/>	<hr/>		
	Total 130067:			900.00	900.00		
				<hr/>	<hr/>		
<b>CMS CONSULTING</b>							
<b>130054</b>							
	070114	CONCERTS IN THE PARK	07/01/2014	1,350.00	1,350.00	08/06/2014	
	070114	CONCERTS IN THE PARK	07/01/2014	150.00	150.00	08/06/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 130054:				1,500.00	1,500.00		
<b>CODY COUNTRY ART LEAGUE</b>							
<b>2530</b>							
	071514	ART CLASSES	07/15/2014	502.40	502.40	08/06/2014	
Total 2530:				502.40	502.40		
<b>CODY ROTARY CLUB</b>							
<b>2765</b>							
	513	ROTARY DUES - RICK MANCHE	07/26/2014	76.00	76.00	08/06/2014	
	513	ROTARY DUES - RICK MANCHE	07/26/2014	76.00	76.00	08/06/2014	
Total 2765:				152.00	152.00		
<b>CODY WINNELSON COMPANY</b>							
<b>2850</b>							
	137049-00	GALV PIPE & FITTINGS	07/10/2014	669.74	669.74	08/06/2014	
	137049-00	SAFETY GLASSES	07/10/2014	25.96	25.96	08/06/2014	
	137068-00	GALV PIPE & FITTINGS	07/11/2014	63.80	63.80	08/06/2014	
	137155-00	1" K soft copper tubing	07/15/2014	376.20	376.20	08/06/2014	1156-W
Total 2850:				1,135.70	1,135.70		
<b>CODY'S TOWN TAXI</b>							
<b>129972</b>							
	072414	TIPSY TAXI VOUCHERS (13-14)	07/24/2014	140.00	140.00	08/06/2014	
Total 129972:				140.00	140.00		
<b>COLLECTION PROFESSIONALS</b>							
<b>1130</b>							
	063014	COLLECTION COSTS	06/30/2014	399.55	399.55	08/06/2014	
Total 1130:				399.55	399.55		
<b>CORBIN, JONI</b>							
<b>130092</b>							
	13311522	EQUAL PAY SETTLEMENT MON	07/24/2014	322.64	322.64	08/06/2014	
Total 130092:				322.64	322.64		
<b>COVENTRY HOMES</b>							
<b>129323</b>							
	13120810	REFUND UTILITY DEPOSIT	07/15/2014	162.72	162.72	08/06/2014	
Total 129323:				162.72	162.72		
<b>CROSSLAND, JALAN</b>							
<b>124246</b>							
	070114	CONCERTS IN THE PARK	07/01/2014	999.00	999.00	07/16/2014	
Total 124246:				999.00	999.00		
<b>CRUM ELECTRIC</b>							

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>3300</b>							
	1566381-00	TOOLS	07/10/2014	86.32	86.32	08/06/2014	
	1570441-00	SUPPLIES	07/08/2014	48.14	48.14	08/06/2014	
	1570441-00	STREET LIGHTS	07/08/2014	8.22	8.22	08/06/2014	
	1571284-00	AIR CONDITIONER CONTACTO	07/10/2014	14.86	14.86	08/06/2014	
	1572684-00	Conduit, 4" PVC - 10ft section	07/15/2014	67.25	67.25	08/06/2014	CONPVC410
	1572870-00	SYSTEM UPGRADE	07/15/2014	31.54	31.54	08/06/2014	
	1573271-00	EQUIPMENT REPAIR	07/16/2014	6.74	6.74	08/06/2014	
	1573736-00	SUPPLIES	07/17/2014	2.46	2.46	08/06/2014	
	1574161-00	Conduit, 4" PVC - 3' radius 90	07/18/2014	22.82	22.82	08/06/2014	CONPVC490
	1574650-00	SYSTEM REPAIRS	07/21/2014	9.48	9.48	08/06/2014	
	1575176-00	Conduit, 2" PVC 10 ft section	07/22/2014	11.78	11.78	08/06/2014	CONPVC210
	1575176-00	SYSTEM REPAIRS	07/22/2014	2.18	2.18	08/06/2014	
	1576540-00	Conduit, 4" PVC - 3' radius 90	07/25/2014	34.66	34.66	08/06/2014	CONPVC490
	1576540-00	SYSTEM UPGRADE	07/25/2014	8.46	8.46	08/06/2014	
Total 3300:				341.43	341.43		
<b>DANA KEPNER COMPANY</b>							
<b>3410</b>							
	2219265-00	Meter, C2 Omni, 1 1/2"	07/18/2014	2,031.90	2,031.90	08/06/2014	1200-W
	2219265-00	FLANGE KITS	07/18/2014	178.96	178.96	08/06/2014	
Total 3410:				2,210.86	2,210.86		
<b>DECATUR ELECTRONICS, INC</b>							
<b>3510</b>							
	IN00010144	3 SETS TUNING FORKS FOR R	07/15/2014	135.00	135.00	08/06/2014	
Total 3510:				135.00	135.00		
<b>DELL MARKETING</b>							
<b>3520</b>							
	XJFTTXMR7	SUPPLIES	07/24/2014	14.99	14.99	08/06/2014	
Total 3520:				14.99	14.99		
<b>DEPT OF FAMILY SERVICES</b>							
<b>125899</b>							
	0233-JUN14	BACKGROUND CHECKS REC C	07/15/2014	30.00	30.00	08/06/2014	
Total 125899:				30.00	30.00		
<b>DIVISION OF VICTIM'S SERVICES</b>							
<b>124470</b>							
	071014	CRIME VICTIM'S COMP - JUN 20	07/10/2014	661.70	661.70	08/06/2014	
Total 124470:				661.70	661.70		
<b>DUECO, INC</b>							
<b>129494</b>							
	319717	BUCKET TRUCK FITTINGS E01	07/08/2014	45.87	45.87	08/06/2014	
Total 129494:				45.87	45.87		
<b>ECOLAB PEST ELIM. DIV.</b>							

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
128686							
	4400246	PEST CONTROL - EL SHOP	07/07/2014	50.00	50.00	07/16/2014	
	4400247	PEST CONTROL - SANT/RECY	07/07/2014	50.00	50.00	08/06/2014	
	4400248	PEST CONTROL - SHOP	07/07/2014	70.00	70.00	08/06/2014	
Total 128686:				170.00	170.00		
<b>ENERGY WEST</b>							
<b>2630</b>							
	070714	UTILITIES - REC CENTER	07/07/2014	2,804.19	2,804.19	08/06/2014	
	070714	UTILITIES - REC CENTER AQUA	07/07/2014	8,412.59	8,412.59	08/06/2014	
	070714	UTILITIES	07/07/2014	34.21	34.21	08/06/2014	
	070714	UTILITIES	07/07/2014	8.81	8.81	08/06/2014	
	070714	UTILITIES	07/07/2014	5.81	5.81	08/06/2014	
	070714	UTILITIES	07/07/2014	3.62	3.62	08/06/2014	
	070714	UTILITIES	07/07/2014	34.96	34.96	08/06/2014	
	070714	UTILITIES	07/07/2014	29.76	29.76	08/06/2014	
	070714	UTILITIES	07/07/2014	18.41	18.41	08/06/2014	
	071814	UTILITIES	07/18/2014	116.81	116.81	08/06/2014	
	072114	UTILITIES	07/21/2014	17.17	17.17	08/06/2014	
	072314	UTILITIES	07/23/2014	20.56	20.56	08/06/2014	
Total 2630:				11,506.90	11,506.90		
<b>ENGINEERING ASSOCIATES</b>							
<b>4140</b>							
	070114	BAC T TESTS	07/01/2014	25.00	25.00	07/16/2014	
	3407038	OLIVE GLENN CABLE REPLACE	07/25/2014	940.00	940.00	08/06/2014	
	3407044	16TH ST AT STAMPEDE TW & S	07/25/2014	5,682.90	5,682.90	08/06/2014	
	3407044	16TH ST AT STAMPEDE TW & S	07/25/2014	1,420.72	1,420.72	08/06/2014	
	3407044	16TH ST AT STAMPEDE TW & S	07/25/2014	5,682.90	5,682.90	08/06/2014	
	3407044	16TH ST AT STAMPEDE TW & S	07/25/2014	1,420.73	1,420.73	08/06/2014	
Total 4140:				15,172.25	15,172.25		
<b>EVIDENT, INC.</b>							
<b>126184</b>							
	86961A	EVIDENCE SUPPLIES	06/26/2014	140.50	140.50	08/06/2014	
Total 126184:				140.50	140.50		
<b>FABRICIUS, IMY</b>							
<b>129418</b>							
	16.2430.14	EQUAL PAY REFUND	07/10/2014	239.00	239.00	08/06/2014	
Total 129418:				239.00	239.00		
<b>FASTENAL COMPANY 01WYCDY</b>							
<b>126018</b>							
	WYCDY54647	ORANGE VESTS	07/02/2014	59.94	59.94	08/06/2014	
	WYCDY54672	ORANGE VESTS	07/03/2014	39.96	39.96	08/06/2014	
	WYCDY54704	BANDING MATERIAL - SIGNS	07/07/2014	79.17	79.17	08/06/2014	
	WYCDY54959	RUBBER TIE DOWNS	07/17/2014	3.04	3.04	08/06/2014	
	WYCDY55032	BOLTS F07 SWEEPER	07/22/2014	.64	.64	08/06/2014	
Total 126018:				182.75	182.75		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>FILLERUP DVM, MELVIN</b>							
<b>126265</b>							
	071714	WITNESS FEES	07/17/2014	5.00	5.00	08/06/2014	
Total 126265:				5.00	5.00		
<b>FINCHER, CATHERINE</b>							
<b>129878</b>							
	071014	RESTITUTION FROM MC-1308-0	07/10/2014	200.00	200.00	08/06/2014	
Total 129878:				200.00	200.00		
<b>FORWARD CODY WYOMING, INC</b>							
<b>127450</b>							
	071614	COMMUNITY FUNDING ALLOCA	07/16/2014	5,072.00	5,072.00	08/06/2014	
Total 127450:				5,072.00	5,072.00		
<b>GAMBILL, JOAN</b>							
<b>130063</b>							
	17153518	UTILITY DEPOSIT REFUND	07/07/2014	200.00	200.00	07/16/2014	
Total 130063:				200.00	200.00		
<b>GERARD BRAUD COMMUNICATIONS</b>							
<b>130036</b>							
	2014-163-COD	CRISIS VULNERABILITY ASSES	07/14/2014	1,031.41	1,031.41	08/06/2014	
Total 130036:				1,031.41	1,031.41		
<b>GLENN, KEVIN</b>							
<b>130088</b>							
	072214	SOFTBALL UMP	07/22/2014	108.00	108.00	08/06/2014	
Total 130088:				108.00	108.00		
<b>GOOD, RIO</b>							
<b>130073</b>							
	9127018	REFUND UTILITY DEPOSIT	07/10/2014	402.41	402.41	08/06/2014	
Total 130073:				402.41	402.41		
<b>GOV'T FINANCE OFFICERS' ASSOC</b>							
<b>123539</b>							
	.0133840	GFOA MEMBERSHIP FY 14-15	06/12/2014	170.00	170.00	07/16/2014	
	1	TRAINING	06/25/2014	85.00	85.00	07/16/2014	
Total 123539:				255.00	255.00		
<b>GRANICUS, INC</b>							
<b>128565</b>							
	56001	GRANICUS LIVE STREAMING F	06/17/2014	7,425.60	7,425.60	07/16/2014	
Total 128565:				7,425.60	7,425.60		
<b>GREAT WEST LINEN SUPPLY</b>							

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>129966</b>							
	3603	TOWELS - MATS	07/02/2014	67.65	67.65	08/06/2014	
	3680	TOWELS	07/09/2014	35.00	35.00	08/06/2014	
	3723	TOWELS	07/10/2014	28.00	28.00	08/06/2014	
	3762	TOWELS - MATS	07/16/2014	67.65	67.65	08/06/2014	
	3852	TOWELS	07/23/2014	35.00	35.00	08/06/2014	
	3917	TOWELS	07/28/2014	35.00	35.00	08/06/2014	
Total 129966:				268.30	268.30		
<b>GUSTAFON, WYLIE</b>							
<b>130069</b>							
	070114	CONCERTS IN THE PARK	07/01/2014	1,317.00	1,317.00	07/16/2014	
	070114	CONCERTS IN THE PARK	07/01/2014	183.00	183.00	07/16/2014	
Total 130069:				1,500.00	1,500.00		
<b>HARRIS TRUCKING &amp; CONST. CO</b>							
<b>4780</b>							
	125087	ASPHALT	07/22/2014	314.84	314.84	08/06/2014	
	PAY EST #2 -	16TH ST WATER & STORM DRA	07/24/2014	13,055.20	13,055.20	08/06/2014	
	PAY EST #2 -	16TH ST WATER & STORM DRA	07/24/2014	52,220.80	52,220.80	08/06/2014	
	PAY EST #2 -	16TH ST WATER & STORM DRA	07/24/2014	13,055.20	13,055.20	08/06/2014	
	PAY EST #2 -	16TH ST WATER & STORM DRA	07/24/2014	52,220.80	52,220.80	08/06/2014	
Total 4780:				130,866.84	130,866.84		
<b>HAVILAND, ERIN</b>							
<b>130064</b>							
	5001022	REFUND CREDIT BALANCE	07/03/2014	68.68	68.68	07/16/2014	
Total 130064:				68.68	68.68		
<b>HD SUPPLY POWER SOLUTIONS, LTD</b>							
<b>6730</b>							
	2515810-00	28 Xfmr 1ph 25 kVA URD 120/24	07/11/2014	8,247.37	8,247.37	08/06/2014	TRF251U12/24
Total 6730:				8,247.37	8,247.37		
<b>HITSHEW, DUSTIN T</b>							
<b>130074</b>							
	3180016	REFUND UTILITY DEPOSIT	07/11/2014	181.25	181.25	08/06/2014	
Total 130074:				181.25	181.25		
<b>HOPKINS LIFE AND SAFETY</b>							
<b>5080</b>							
	11146	SAFETY SUPPLIES	07/21/2014	45.79	45.79	08/06/2014	
	11146	SAFETY SUPPLIES	07/21/2014	45.79	45.79	08/06/2014	
	11146	SAFETY SUPPLIES	07/21/2014	45.79	45.79	08/06/2014	
	11146	SAFETY SUPPLIES	07/21/2014	45.79	45.79	08/06/2014	
	11147	SAFETY SUPPLIES	07/21/2014	178.32	178.32	08/06/2014	
Total 5080:				361.48	361.48		
<b>J &amp; B ENGINES</b>							

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
129275							
	240634	SR CENTER VAN REPAIRS	07/14/2014	150.00	150.00	08/06/2014	
Total 129275:				150.00	150.00		
<b>KENCO SECURITY &amp; TECHNOLOGY</b>							
<b>9029</b>							
	1135840	LAB SECURITY MONITORING	07/01/2014	85.50	85.50	08/06/2014	
	1135841	SECURITY MONITORING - SHO	07/01/2014	100.50	100.50	07/16/2014	
	1142662	ALARM SYSTEM SVC	07/11/2014	80.00	80.00	08/06/2014	
Total 9029:				266.00	266.00		
<b>KOMATSU EQUIPMENT COMPANY</b>							
<b>130093</b>							
	080514	RETURN BID BOND 2014-09 LO	08/05/2014	7,200.00	7,200.00	08/06/2014	
Total 130093:				7,200.00	7,200.00		
<b>MANAGER PLUS</b>							
<b>127877</b>							
	307-587-29589	MANAGER PLUS SOFTWARE	07/02/2014	498.00	498.00	08/06/2014	
Total 127877:				498.00	498.00		
<b>MAY, JUSTINE</b>							
<b>130075</b>							
	3154034	REFUND UTILITY DEPOSIT	07/10/2014	105.09	105.09	08/06/2014	
Total 130075:				105.09	105.09		
<b>MCI a VERIZON COMPANY</b>							
<b>130078</b>							
	408893843	LONG DISTANCE FOR 307-527-	07/11/2014	251.58	251.58	08/06/2014	
	408893844	LONG DISTANCE FOR 307-587-	07/11/2014	42.53	42.53	08/06/2014	
Total 130078:				294.11	294.11		
<b>MCI COMM SERVICE</b>							
<b>130077</b>							
	6DA74955	LING DISTANCE FOR 307-587-3	07/11/2014	7.57	7.57	08/06/2014	
Total 130077:				7.57	7.57		
<b>MERCHANT JT&amp;S</b>							
<b>123069</b>							
	1384	EDUCATION EXPENSE - BERRY	06/02/2014	1,300.00	1,300.00	07/16/2014	
	1464	TRAINING - RON MILLER	07/01/2014	550.00	550.00	07/16/2014	
Total 123069:				1,850.00	1,850.00		
<b>MICRO-COMM. INC.</b>							
<b>6635</b>							
	0036767-IN	TRANSDUCER - RW TANK	04/09/2014	939.00	939.00	08/06/2014	
	0037029-IN	NORTH LIFT STATION	07/08/2014	219.00	219.00	08/06/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 6635:				1,158.00	1,158.00		
<b>MILES, SARAH N.</b>							
<b>129971</b>							
	070714	PROFESSIONAL FEES	06/30/2014	532.96	532.96	08/06/2014	
Total 129971:				532.96	532.96		
<b>MOUNTAIN CONSTRUCTION COMPANY</b>							
<b>129995</b>							
	840	ASPHALT - COUGAR AVE	07/14/2014	1,119.75	1,119.75	08/06/2014	
Total 129995:				1,119.75	1,119.75		
<b>MOUNTAIN STATES LIGHTING</b>							
<b>128210</b>							
	6269	Pole,ped it VI-T-IF/ 12' FP 192-17	07/02/2014	2,925.00	2,925.00	08/06/2014	PLPEDLT
	6269	Pole,ped it VI-T-IF/ 12' FP 192-17	07/02/2014	1,950.00	1,950.00	08/06/2014	PLPEDLT
Total 128210:				4,875.00	4,875.00		
<b>MOUNTAIN WEST SCREEN PRINTERS</b>							
<b>6930</b>							
	1204	UNIFORMS - PD	05/16/2014	28.50	28.50	08/06/2014	
Total 6930:				28.50	28.50		
<b>NATIONAL REC &amp; PARKS ASSOC</b>							
<b>7150</b>							
	070114	NRPA MEMBERSHIP	07/01/2014	175.00	175.00	08/06/2014	
	070114	NRPA MEMBERSHIP	07/01/2014	217.00	217.00	08/06/2014	
	070114	NRPA MEMBERSHIP	07/01/2014	478.00	478.00	08/06/2014	
	070114	NRPA MEMBERSHIP	07/01/2014	130.00	130.00	08/06/2014	
Total 7150:				1,000.00	1,000.00		
<b>NICKLES, MONTGOMERY W</b>							
<b>129131</b>							
	072514	SOUND TECH (4 CONCERTS IN	07/25/2014	400.00	400.00	08/06/2014	
Total 129131:				400.00	400.00		
<b>NORTHERN GARDENS</b>							
<b>7340</b>							
	220-1	REFUND ENCROACHMENT DE	07/08/2014	150.00	150.00	08/06/2014	
Total 7340:				150.00	150.00		
<b>NORTHERN TOOL &amp; EQUIPMENT</b>							
<b>127710</b>							
	41401926	EQUIPMENT REPAIR	06/04/2014	90.31-	.00		
Total 127710:				90.31-	.00		
<b>NORTHWEST PIPE</b>							

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>7400</b>							
	1304814	FIRE HYDRANT PARTS	07/14/2014	166.56	166.56	08/06/2014	
	1318333	1" FIP ball valve w/lockwing	07/21/2014	888.36	888.36	08/06/2014	1141-W
	1321688	1" compression coupling	07/15/2014	128.94	128.94	08/06/2014	1123-W
	1324849	2" RP2 BACKFLOW PREVENTE	07/21/2014	467.36	467.36	08/06/2014	
Total 7400:				1,651.22	1,651.22		
<b>PARK COUNTY</b>							
<b>7670</b>							
	1675	LEC CONTRACT	06/25/2014	29,073.49	29,073.49	08/06/2014	
	1675	LEC UTILITIES	06/25/2014	964.37	964.37	08/06/2014	
	1712	LEC CONTRACT	07/22/2014	29,073.49	29,073.49	08/06/2014	
	1712	LEC UTILITIES	07/22/2014	1,024.02	1,024.02	08/06/2014	
Total 7670:				60,135.37	60,135.37		
<b>PARK COUNTY ANIMAL SHELTER</b>							
<b>5120</b>							
	070114	ANIMAL SERVICE CONTRACT	07/01/2014	3,750.00	3,750.00	07/16/2014	
Total 5120:				3,750.00	3,750.00		
<b>PARK COUNTY LANDFILL</b>							
<b>129053</b>							
	082391	4TH OF JULY GARBAGE	07/07/2014	45.00	45.00	07/16/2014	
Total 129053:				45.00	45.00		
<b>PARK COUNTY PUBLIC HEALTH</b>							
<b>7720</b>							
	1106	HEP B VACCINE	07/09/2014	40.00	40.00	08/06/2014	
	1106	HEP B VACCINE	07/09/2014	40.00	40.00	08/06/2014	
Total 7720:				80.00	80.00		
<b>PATRICK, REBECCA</b>							
<b>130094</b>							
	5161114	REFUND UTILITY DEPOSIT	07/22/2014	156.50	156.50	08/06/2014	
Total 130094:				156.50	156.50		
<b>PENDLEY, GREG</b>							
<b>7856</b>							
	070114	CONCERTS IN THE PARK	07/01/2014	600.00	600.00	07/16/2014	
Total 7856:				600.00	600.00		
<b>PLANNED &amp; ENGINEERED CONSTRUCTION</b>							
<b>7978</b>							
	06/25/14 001	SEWER REHAB	06/25/2014	41,322.19	41,322.19	08/06/2014	
Total 7978:				41,322.19	41,322.19		
<b>POWELL VALLEY COMMUNITY EDUC.</b>							
<b>8115</b>							
	061114	BALING WIRE - RECYCLE CENT	06/11/2014	1,188.00-	.00		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 8115:				1,188.00-	.00		
<b>POWELL VALLEY RECYCLING</b>							
<b>127122</b>							
	061114	BALING WIRE	06/11/2014	1,188.00	1,188.00	07/10/2014	
Total 127122:				1,188.00	1,188.00		
<b>PROVIDENT LIFE &amp; ACCIDENT INS</b>							
<b>128033</b>							
	06302014	UNUM OPTIONAL POLICIES PR	07/07/2014	199.82	199.82	07/08/2014	
Total 128033:				199.82	199.82		
<b>PURCHASE POWER</b>							
<b>8240</b>							
	061214	POSTAGE - PD	06/12/2014	45.85	45.85	08/06/2014	
	061214	POSTAGE - ADMIN	06/12/2014	1,583.27	1,583.27	08/06/2014	
	061214	POSTAGE - WATER	06/12/2014	3.36	3.36	08/06/2014	
	061214	POSTAGE - REC CENTER	06/12/2014	367.52	367.52	08/06/2014	
	061214	POSTAGE REFILL FEE	06/12/2014	20.99	20.99	08/06/2014	
	061214	CREDIT ON ACCT	06/12/2014	40.42-	40.42-	08/06/2014	
Total 8240:				1,980.57	1,980.57		
<b>QUALITY ASPHALT PAVING, INC</b>							
<b>125010</b>							
	1375	ASPHALT - STREETS	07/01/2014	2,100.00	2,100.00	08/06/2014	
	1375	ASPHALT - STREETS	07/01/2014	1,777.05	1,777.05	08/06/2014	
	1375	ASPHALT - EL	07/01/2014	381.15	381.15	08/06/2014	
	1375	ASPHALT - WATER	07/01/2014	247.50	247.50	08/06/2014	
Total 125010:				4,505.70	4,505.70		
<b>REESE, D. LINCOLN</b>							
<b>124744</b>							
	072214	SOFTBALL UMPIRE	07/22/2014	18.00	18.00	08/06/2014	
Total 124744:				18.00	18.00		
<b>RILEY JR TRUSTEE, VICTOR</b>							
<b>130081</b>							
	9213015	REFUND UTILITY DEPOSIT	07/17/2014	687.55	687.55	08/06/2014	
Total 130081:				687.55	687.55		
<b>ROBERTSON, JAIME</b>							
<b>130076</b>							
	8075022	REFUND UTILITY DEPOSIT	07/11/2014	71.15	71.15	08/06/2014	
Total 130076:				71.15	71.15		
<b>ROCKY MOUNTAIN INFO NETWORK</b>							
<b>124302</b>							
	19220	DUES 14'-15' RMIN	07/15/2014	50.00	50.00	08/06/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 124302:				50.00	50.00		
<b>ROCKY MOUNTAIN POWER</b>							
<b>7570</b>							
	071714	UTILITIES	07/17/2014	38.88	38.88	08/06/2014	
	071714	UTILITIES	07/17/2014	288.52	288.52	08/06/2014	
Total 7570:				327.40	327.40		
<b>RUBINO, JACLYN</b>							
<b>130082</b>							
	5004019	REFUND UTILITY DEPOSIT	07/16/2014	166.54	166.54	08/06/2014	
Total 130082:				166.54	166.54		
<b>RUSSELL, RICHARD</b>							
<b>130068</b>							
	070114	CONCERTS IN THE PARK	07/01/2014	900.00	900.00	07/16/2014	
Total 130068:				900.00	900.00		
<b>SCHMIDT, PEGGY</b>							
<b>130095</b>							
	3187033	REFUND UTILITY DEPOSIT	07/23/2014	113.30	113.30	08/06/2014	
Total 130095:				113.30	113.30		
<b>SHIVERS, LANE</b>							
<b>130085</b>							
	13163063	REFUND UTILITY DEPOSIT	07/21/2014	30.40	30.40	08/06/2014	
Total 130085:				30.40	30.40		
<b>SHOSHONE OFFICE SUPPLY</b>							
<b>9140</b>							
	00429	SUPPLIES	07/08/2014	6.25	6.25	08/06/2014	
	00431	SUPPLIES	07/08/2014	362.97	362.97	08/06/2014	
	00459	SUPPLIES	07/09/2014	5.81	5.81	08/06/2014	
	00568	MATERIAL & SUPPLIES	07/17/2014	29.14	29.14	08/06/2014	
	0103272	SUPPLIES	07/03/2014	5.79	5.79	08/06/2014	
	0103299	SUPPLIES	07/10/2014	5.26	5.26	08/06/2014	
	0103315	PENS	07/14/2014	7.05	7.05	08/06/2014	
	0103339	MATERIAL & SUPPLIES	07/17/2014	10.47	10.47	08/06/2014	
	0103348	SUPPLIES (no sales tax)	07/18/2014	17.96	17.96	08/06/2014	
	103286	SUPPLIES	07/08/2014	62.11	62.11	07/16/2014	
Total 9140:				512.81	512.81		
<b>SIMENSON, TROY</b>							
<b>129451</b>							
	072214	SOFTBALL UMPIRE	07/22/2014	180.00	180.00	08/06/2014	
Total 129451:				180.00	180.00		
<b>SIMMONS, HARRISON</b>							

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
130096							
	1492	REC CENTER REFUND	07/24/2014	50.00	50.00	08/06/2014	
Total 130096:				50.00	50.00		
<b>SITZ III, ALEX H.</b> <b>129379</b>							
	15083	PROFESSIONAL FEES	07/01/2014	173.00	173.00	08/06/2014	
Total 129379:				173.00	173.00		
<b>SKYLINE MOTOR INN</b> <b>128734</b>							
	11.1170.12	EQUAL PAY SETTLEMENT	07/16/2014	1,304.93	1,304.93	08/06/2014	
Total 128734:				1,304.93	1,304.93		
<b>SOUTHFORK ELECTRIC</b> <b>126460</b>							
	4357	AERATOR REPAIR	07/07/2014	137.50	137.50	08/06/2014	
Total 126460:				137.50	137.50		
<b>SOUTHWESTERN EQUIPMENT</b> <b>9422</b>							
	029770	PIN, MAST ARM/96	07/14/2014	116.00	116.00	08/06/2014	SW0603-213
	029770	BEARING, SWIVEL /45	07/14/2014	180.00	180.00	08/06/2014	SW0044-407
	029770	FREIGHT	07/14/2014	18.19	18.19	08/06/2014	
Total 9422:				314.19	314.19		
<b>SPECIAL OPERATIONS GROUP</b> <b>126902</b>							
	CPD7714SA	REPAIR COMMAND TRAILER	07/16/2014	869.04	869.04	08/06/2014	
	CPD7714SA	REMOVE SALES TAX	07/16/2014	7.68-	7.68-	08/06/2014	
Total 126902:				861.36	861.36		
<b>TAYLOR, LACEY</b> <b>130083</b>							
	17088014	REFUND UTILITY DEPOSIT	07/18/2014	91.80	91.80	08/06/2014	
Total 130083:				91.80	91.80		
<b>TCT WEST</b> <b>129905</b>							
	100466171	PHONE / INTERNET INSTALL	07/01/2014	2,436.55	2,436.55	08/06/2014	
	100466171	AUDITORIUM - PHONE / INTER	07/01/2014	97.24	97.24	08/06/2014	
	100466171	EL SHOP - PHONE / INTERNET	07/01/2014	85.97	85.97	08/06/2014	
	100466171	CITY SHOP - PHONE / INTERNE	07/01/2014	22.79	22.79	08/06/2014	
	100466171	CITY SHOP - PHONE / INTERNE	07/01/2014	5.87	5.87	08/06/2014	
	100466171	CITY SHOP - PHONE / INTERNE	07/01/2014	3.45	3.45	08/06/2014	
	100466171	CITY SHOP - PHONE / INTERNE	07/01/2014	2.41	2.41	08/06/2014	
	100466171	PARKS - PHONE / INTERNET	07/01/2014	143.71	143.71	08/06/2014	
	100466171	REC - PHONE / INTERNET	07/01/2014	233.55	233.55	08/06/2014	
	100466171	REC PUBLIC - PHONE / INTERN	07/01/2014	77.85	77.85	08/06/2014	
	100466171	RECYCLE - PHONE / INTERNET	07/01/2014	163.63	163.63	08/06/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 129905:				3,273.02	3,273.02		
<b>THE UPS STORE</b>							
<b>6240</b>							
	4406	EVIDENCE SHIPPING	07/07/2014	9.34	9.34	08/06/2014	
	4703	SHIP RADIO FOR REPAIR (C08)	07/09/2014	10.99	10.99	08/06/2014	
	4839	SHIPPING - PD	07/11/2014	17.95	17.95	08/06/2014	
	5088	EVIDENCE SHIPING	07/16/2014	9.34	9.34	08/06/2014	
	5452	WATER SAMPLE SHIPPING	07/22/2014	47.55	47.55	08/06/2014	
	7483	EVIDENCE SHIPPING	07/14/2014	9.34	9.34	08/06/2014	
	7670	SHIPPING - PD	07/17/2014	39.04	39.04	08/06/2014	
Total 6240:				143.55	143.55		
<b>TITAN MACHINERY</b>							
<b>128262</b>							
	4154954 GP	DISTRIBUTOR - WRENCH - FOR	07/08/2014	71.86	71.86	08/06/2014	
Total 128262:				71.86	71.86		
<b>TODOROVICH, KAREN</b>							
<b>125513</b>							
	16240014	EQUAL PAY REFUND	07/10/2014	211.77	211.77	08/06/2014	
Total 125513:				211.77	211.77		
<b>TORREY, STEVE</b>							
<b>130070</b>							
	17145215	CREDIT BALANCE REFUND	07/07/2014	141.94	141.94	07/16/2014	
Total 130070:				141.94	141.94		
<b>TRACTOR &amp; EQUIPMENT CO</b>							
<b>9930</b>							
	BLCS0574586	SEAL - ENGINE D10	07/21/2014	94.29	94.29	08/06/2014	
Total 9930:				94.29	94.29		
<b>TRAVELERS CL REMITTANCE CENTER</b>							
<b>130089</b>							
	1072D1153	PROPERTY INSURANCE	07/14/2014	63,673.00	63,673.00	08/06/2014	
Total 130089:				63,673.00	63,673.00		
<b>TRIPLE L SALES</b>							
<b>9980</b>							
	I-31996	DISTRIBUTOR GASKETS	07/01/2014	1.41	1.41	07/16/2014	
	I-32002	SUPPLIES	07/01/2014	90.72	90.72	07/16/2014	
	I-32440	SPRAY PAINT	07/22/2014	117.90	117.90	08/06/2014	
Total 9980:				210.03	210.03		
<b>U S BANK PURCHASE CARD</b>							
<b>129981</b>							
	070714	Camp supplies	07/07/2014	211.27	211.27	07/16/2014	
	070714	4-way plumbing key	07/07/2014	6.49	6.49	07/16/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	070714	Materials and Suplies. Grinding W	07/07/2014	11.98	11.98	07/16/2014	
	070714	Runners Stampede	07/07/2014	2,513.08	2,513.08	07/16/2014	
	070714	Infield dirt head replacement at so	07/07/2014	788.40	788.40	07/16/2014	
	070714	American Red Cross Class fees	07/07/2014	140.00	140.00	07/16/2014	
	070714	Programs	07/07/2014	91.60	91.60	07/16/2014	
	070714	Triathlon supplies	07/07/2014	228.22	228.22	07/16/2014	
	070714	Materials and supplies, electrical c	07/07/2014	5.78	5.78	07/16/2014	
	070714	Runners Stampede and Patriot R	07/07/2014	159.96	159.96	07/16/2014	
	070714	Camp supplies	07/07/2014	29.92	29.92	07/16/2014	
	070714	July Runners Stampede	07/07/2014	129.07	129.07	07/16/2014	
	070714	Park attendant supplies	07/07/2014	1,256.18	1,256.18	07/16/2014	
	070714	athletic field striping paint	07/07/2014	249.80	249.80	07/16/2014	
	070714	mutt mitt supplies	07/07/2014	636.06	636.06	07/16/2014	
	070714	stihl multi-tool attachments	07/07/2014	369.98	369.98	07/16/2014	
	070714	City park tennis court lights	07/07/2014	38.02	38.02	07/16/2014	
	070714	shop and restroom cleaning suppli	07/07/2014	52.92	52.92	07/16/2014	
	070714	Fun Week	07/07/2014	4.76	4.76	07/16/2014	
	070714	Fun Week-programs	07/07/2014	55.86	55.86	07/16/2014	
	070714	sand for top dressing Glendale an	07/07/2014	30.00	30.00	07/16/2014	
	Total 129981:			7,009.35	7,009.35		
<b>UNUM LIFE INS - LTD</b>							
<b>127843</b>							
	06302014	LONG TERM DISABILITY-PREMI	07/07/2014	2,884.56	2,884.56	07/08/2014	
	Total 127843:			2,884.56	2,884.56		
<b>UNUM LIFE INSURANCE - LIFE</b>							
<b>127935</b>							
	06302014	PREMIUM	07/07/2014	1,790.85	1,790.85	07/08/2014	
	Total 127935:			1,790.85	1,790.85		
<b>US DEPT OF HOUSING &amp; URBAN DEV</b>							
<b>130097</b>							
	15112016	REFUND UTILITY DEPOSIT	07/23/2014	111.83	111.83	08/06/2014	
	Total 130097:			111.83	111.83		
<b>V F W CLUB</b>							
<b>10150</b>							
	070814	FLAGS - DOWNTOWN BUSINES	07/08/2014	1,200.00	1,200.00	08/06/2014	
	Total 10150:			1,200.00	1,200.00		
<b>V-1 PROPANE</b>							
<b>10180</b>							
	858976	PROPANE	07/01/2014	26.59	26.59	07/16/2014	
	Total 10180:			26.59	26.59		
<b>VERTZ, WILLIAM</b>							
<b>130065</b>							
	3216029	UTILITY DEPOSIT REFUND	07/02/2014	140.47	140.47	07/16/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 130065:				140.47	140.47		
<b>WAL MART COMMUNITY BRC</b>							
<b>10330</b>							
	003502	PARADE SUPPLIES	07/03/2014	35.19	35.19	07/16/2014	
	01688	SUPPLIES	03/28/2014	25.41	25.41	08/06/2014	
	01688	SUPPLIES	03/28/2014	20.79	20.79	08/06/2014	
	01688	SUPPLIES	03/28/2014	28.18	28.18	08/06/2014	
	03415	OFFICE / SQUAD ROOM SUPPL	07/09/2014	153.73	153.73	08/06/2014	
	05045	SUPPLIES	07/15/2014	7.00	7.00	08/06/2014	
	05045	SUPPLIES	07/15/2014	8.96	8.96	08/06/2014	
	05045	SUPPLIES	07/15/2014	12.97	12.97	08/06/2014	
	05045	SUPPLIES	07/15/2014	13.62	13.62	08/06/2014	
Total 10330:				305.85	305.85		
<b>WAMCAT TREASURER</b>							
<b>129087</b>							
	071514	WAM-CAT DUES (3) CINDY, AN	07/15/2014	195.00	195.00	08/06/2014	
Total 129087:				195.00	195.00		
<b>WCS TELECOM</b>							
<b>124746</b>							
	21610564	LONG DISTANCE	07/01/2014	129.40	129.40	08/06/2014	
Total 124746:				129.40	129.40		
<b>WESTERN UNITED ELECTRIC SUPPLY</b>							
<b>10605</b>							
	4052758	CABINET, 3 PHASE FUSE	07/03/2014	6,678.76	6,678.76	08/06/2014	CAB3FC
	4052758	CORRECT INPUT ERROR	07/03/2014	20.00-	20.00-	08/06/2014	
Total 10605:				6,658.76	6,658.76		
<b>WOMACK MACHINE SUPPLY CO.</b>							
<b>128944</b>							
	0118810	HYDRAULIC FITTINGS	07/08/2014	84.23	84.23	08/06/2014	
Total 128944:				84.23	84.23		
<b>WRIGHT, DYLAN</b>							
<b>130084</b>							
	4227043	REFUND UTILITY DEPOSIT	07/15/2014	41.52	41.52	08/06/2014	
Total 130084:				41.52	41.52		
<b>WYOMING ASSN OF MUNICIPALITIES</b>							
<b>10770</b>							
	13723	WAM DUES	07/01/2014	12,122.00	12,122.00	07/16/2014	
Total 10770:				12,122.00	12,122.00		
<b>WYOMING DEPARTMENT OF WORKFORCE SERVICES</b>							
<b>10670</b>							
	06302014	CONTRIBUTIONS	07/07/2014	8,286.60	8,286.60	07/08/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	06302014	VOLUNTEERS PD	07/07/2014	14.05	14.05	07/08/2014	
	06302014	VOLUNTEERS REC	07/07/2014	9.36	9.36	07/08/2014	
Total 10670:				8,310.01	8,310.01		
<b>10810</b>							
	WASTEWATE	2nd QRT UNEMPLOYMENT	07/25/2014	347.16	347.16	07/28/2014	
Total 10810:				347.16	347.16		
<b>WYOMING DEPT OF HEALTH</b>							
<b>128921</b>							
	I0002569	BAC T SAMPLE TESTING	07/14/2014	240.00	240.00	08/06/2014	
Total 128921:				240.00	240.00		
<b>WYOMING FIRE SAFETY</b>							
<b>10830</b>							
	35554	FIRE EXT RECHARGE - SANITA	07/17/2014	58.00	58.00	08/06/2014	
Total 10830:				58.00	58.00		
<b>WYOMING HOME &amp; RANCH</b>							
<b>129698</b>							
	37047	GAS SPOUT	03/04/2014	7.99	7.99	08/06/2014	
	37056	BUSHING	06/05/2014	2.98	2.98	08/06/2014	
	40464	ADAPTER / BUSHING	04/11/2014	8.56	8.56	08/06/2014	
	51512	TOOLS	07/11/2014	35.98	35.98	08/06/2014	
Total 129698:				55.51	55.51		
<b>WYOMING LAW ENFORCEMENT ACADEMY</b>							
<b>10900</b>							
	S-8727	EDUCATION & TRAINING - C05	06/30/2014	435.00	435.00	08/06/2014	
Total 10900:				435.00	435.00		
<b>WYOMING RETIREMENT SYSTEM</b>							
<b>10950</b>							
	09271-3,88542	CONTRIBUTIONS -	07/30/2014	60,682.38	60,682.38	07/30/2014	
	MARCH2014	CONTRIBUTIONS -	07/30/2014	244.13	244.13	07/30/2014	
Total 10950:				60,926.51	60,926.51		
<b>WYOMING RURAL WATER</b>							
<b>129489</b>							
	071714	SLUDGE JUDGE LAGOONS	07/17/2014	170.00	170.00	08/06/2014	
Total 129489:				170.00	170.00		
<b>YANKEE CAR WASH</b>							
<b>128282</b>							
	053114	CAR WASHES - ELEC. DEPT.	05/31/2014	27.90	27.90	08/06/2014	
	053114	CAR WASHES - PD	05/31/2014	147.32	147.32	08/06/2014	
	053114	CAR WASHES - ADMIN	05/31/2014	9.00	9.00	08/06/2014	
	063014	CAR WASHES - COMM DEV	06/30/2014	24.00	24.00	08/06/2014	
	063014	CAR WASHES - ELEC. DEPT.	06/30/2014	5.65	5.65	08/06/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	063014	CAR WASHES - PD	06/30/2014	145.26	145.26	08/06/2014	
	063014	CAR WASHES - ADMIN	06/30/2014	4.00	4.00	08/06/2014	
Total 128282:				363.13	363.13		
<b>YELLOWSTONE REGIONAL AIRPORT</b>							
<b>11150</b>							
	070114	JULY FUNDING	07/01/2014	15,693.33	15,693.33	07/16/2014	
Total 11150:				15,693.33	15,693.33		
Grand Totals:				760,743.75	762,022.06		

Payroll totals: \$255,758.31 and \$254,276.31 GRAND TOTAL \$1,272,056.68

## Report Criteria:

- Detail report.
- Invoices with totals above \$0 included.
- Paid and unpaid invoices included.

MEETING DATE: AUGUST 5, 2014
DEPARTMENT: PUBLIC WORKS
PREPARED BY: STEPHEN PAYNE, PE
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____
PRESENTED BY: STEPHEN W. PAYNE, PE

**AGENDA ITEM SUMMARY REPORT  
WEST ROCKY ROAD STORM DRAINAGE PROJECT**

**ACTION:**

Authorize the Mayor to sign the "Proposal" for the completion of work associated with West Rocky Road Storm Drainage Maintenance Improvements. The Improvement Proposal and associated quote is valued at \$31,443.00.

**SUMMARY:**

On June 3, 2014 the City of Cody sent out a Request for Proposals/Quotes (RFP) for West Rocky Road Storm Drainage Improvements. The City is planning a 36" storm drainage project to replace an existing 24" CMP culvert and to pipe the discharge water to the base of the hillside. The project includes the installation of approximately 240 linear feet of 36x50 SDR32.5 IPS HDPE pipe and two (2) 36 SDR11 HDPE 45 ELL's. The project location is located off of West Rocky Road. The pipe will be supplied by the City of Cody. The channel will need to be backfilled and shaped, a berm created on the north side of the road separating the road from the hillside, concrete located within the existing channel to be repositioned at the outlet to create a rip rap section and the development of an access road at the base of the hillside to get to the outlet. The pipe will be supplied by the City. All other materials for the installation of the culvert crossing and pipe (bedding, hunching, backfill, grading, fusing, mobilization, restroom facilities, etc) was to be supplied by the contractor. A portion of the backfill will also be supplied by the City of Cody by utilizing stockpiles located to the south and east of the project area.

The RFP was sent to LaMax Construction, Harris Trucking and Construction, DW Latimer, Inc., and Nicholson Dirt Contracting. The City received one quote from Harris Trucking and Construction. The quote was the exact same value as the previous quote from last winter.

This funding for this project is allocated from the General Fund.

**FISCAL IMPACT**

In the FY 2014-2015 budget, the Council allocated \$60,000 to the West Rocky Road maintenance project. The pipe and material is to be purchased by the City of Cody and is expected to cost \$28,633.28. The Harris Trucking and Construction portion of the project is the installation of the culvert and pipe, the fusing of the HDPE pipe, the backfill and the construction of a concrete anti-erosion pad. The Harris Trucking and Construction portion of the project has been quoted at \$31,443.00.

**ALTERNATIVES**

1. Authorize the Mayor to sign the proposal from Harris Trucking and Construction in the amount of \$31,443.00.
2. Request the project is re-quoted.

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

**RECOMMENDATION**

Staff recommends that the Council authorizes the Mayor to sign the "Proposal" for the completion of work associated with West Rocky Road Storm Drainage Maintenance Improvements with Harris Trucking and Construction in the amount of \$31,443.00.

**ATTACHMENTS**

Proposal

**AGENDA & SUMMARY REPORT TO:**

Harris Trucking and Construction

# PROPOSAL

## HARRIS TRUCKING & CONSTRUCTION CO.

DIRT WORK • EXCAVATION • SAND AND GRAVEL PRODUCTS  
CRANE SERVICE • HOT-MIX ASPHALT • READY MIX CONCRETE

16 ROAD 2AB • P.O. BOX 296  
PHONE 307-587-4511 • FAX 307-587-6290

**CODY, WYOMING 82414**

**PROPOSAL # 1 SHEET # 1 DATE: 6/20/14**

### PROPOSAL SUBMITTED TO:

NAME: City of Cody  
ADDRESS: 1338 Rumsey Ave  
CITY, STATE, ZIP: Cody, WY 82414  
TELEPHONE # 307-527-7511  
FAX # 307-527-6532  
E-MAIL

### WORK TO BE PERFORMED AT:

STREET: West Rocky Road  
CITY, STATE, ZIP: Cody, WY 82414

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of:

Install approximately 240 LF of 36x50 SDR 32.5 IPS HDPE pipe and two (2) 36 SDR11 HDPE 45 ELL's. Provided fusion machine and labor, haunching material furnished and installed. Material to be provided by owner. Backfill and shape channel for the pipe location. Create berm on the north side of the road, separating the road from the hillside. Reposition concrete from the existing channel to the outlet to create a rip rap dissipater. Develop an access road at the base of the hillside for maintenance access.

1 LS = \$31,443.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of Thirty one thousand four hundred forty three Dollars (\$ 31,443.00) with payments to be made as follows: BY THE 10<sup>TH</sup> OF THE MONTH FOLLOWING INVOICING. A 2% SERVICE CHARGE (24% PER ANNUM) WILL BE ADDED TO OVERDUE BALANCES. CUSTOMER AGREES TO PAY ALL COST OF COLLECTION FEES. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by Harris Trucking & Construction Company.

Respectfully submitted: Sterling Christler

Per: Harris Trucking & Construction Company

Note—This proposal may be withdrawn by us if not accepted within 30\_days.

### ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_

MEETING DATE: AUGUST 5, 2014  
DEPARTMENT: PUBLIC WORKS  
PREPARED BY: STEPHEN PAYNE, PE  
DEPT. DIR. APPROVAL: \_\_\_\_\_  
CITY ADM. APPROVAL: \_\_\_\_\_  
PRESENTED BY: STEPHEN W. PAYNE, PE

## **AGENDA ITEM SUMMARY REPORT PROFESSIONAL SERVICES CONTRACT**

### **ACTION:**

Staff requests that the Mayor and Council award a professional services contract to Engineering Associates and authorize the Mayor to sign a professional services contract with said firm. Approval should be subject to review and approval by the City Attorney of the contract documents. The professional services contract will include the complete Design of the Waste Water Pretreatment Building, embankment and ancillary features at the sewer lagoons.

### **SUMMARY:**

In the FY2012-2013 budget, the Council authorized the development of a Master Plan study of the sewer lagoons that was completed by Engineering Associates. The study outlined a Flow Diagram for anticipated work over the next several years. The diagram identified required improvements that are anticipated to cost \$8.5 million. A complete understanding of the existing and proposed facilities is a necessity to address the complexity and inter-related issues associated with these improvements. Engineering Associates (EA) performed the work to develop the Flow Diagram, prepared the Study Report, designed the existing WWTF and pump stations, and has worked closely with City of Cody personnel to develop the current vision approved by Council. EA is in a unique position to know how the projects outlined in the flow diagram must progress and the factors that may affect future decisions which the City must make while following this flow progression. While the study was comprehensive and outlined project improvements it did not include plans and specifications.

The section of improvements outlined in this professional services contract is the third phase of required improvements and includes the design of the Waste Water Pretreatment Building, embankment and ancillary features at the sewer lagoons. The design services include the design of the influent piping, the embankment, embankment materials, utility changes, plans and specifications.

### **FISCAL IMPACT**

The Council authorized the expenditure in fiscal year 2014-2015 of \$139,000 to complete the above outlined design, plans and specifications. The contract before the Council calls for cost reimbursement for time and materials, but for a "Not to Exceed" amount of \$128,500.

### **ALTERNATIVES**

1. Award a professional services contract with Engineering Associates.

### **RECOMMENDATION**

Staff recommends that the Mayor and Council award a professional services contract to Engineering Associates and authorizes the Mayor to sign a professional services contract with said firm. This would include all professional services for the Design of the Waste Water Pretreatment Building, embankment and ancillary features at the sewer lagoons. The construction will likely occur in fiscal year 2015-2016.

### **ATTACHMENTS**

Contract

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

Rob Overfield, PE – Engineering Associates

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

SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of September 1, 2014 ("Effective Date") between CITY OF CODY, WYOMING ("Owner") and ENGINEERING ASSOCIATES ("Engineer"). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: WWTF PRETREATMENT BUILDING EMBANKMENT AND ANCILLARY FEATURES ("Project"). This project is also referenced in Item 7 – Influent Screening and/or Grinding in the "Study of Sustainable Treatment Alternatives" completed by Engineering Associates in March 2013.

Engineer's Services under this Agreement are generally identified as follows: See Attached Appendix 2.

Owner responsibilities under this Agreement are generally identified as follows: Owner will pay for all application or permit fees, legal advertising/notices, filing fees, title company research and/or policies, and costs to locate or pothole utilities.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner in writing, or if required because of changes in the Project, which changes shall be authorized in writing by the Owner, Engineer shall furnish services in addition to those set forth above.
- B. Engineer shall complete its services within a reasonable time, ~~or within the following specific time period: 6 months from the Effective Date of the Agreement.~~ See Exhibit A for Tasks, Fees, and Schedule Breakdown.
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding 100 working days. The estimated costs for Resident Project Representative services during construction in this Agreement is based on 8 hours per day times 100 working days for construction. This time does not include construction administration. If the actual time to complete construction exceeds the number of days indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

## 2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.
- B. *Failure to Make Payments.* If payments for Engineer's services are not made by the Owner, the Owner is responsible for all attorney fees, legal fees, court costs, collection agency costs, and interest as outlined in Paragraph 2.01.A of the Agreement.
- C. *Delivery of Documents.* The Engineer may withhold delivery of documents if the Owner has not made full payment for all services relating to preparation of the documents. See 5.01G.

## 3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
    - 1. For cause,
      - a. By either party upon 30 days written notice in the event of material failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a material failure to perform and a basis for termination.
      - b. By Engineer:
        - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
        - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.
- Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.
- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a material failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its material failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such material failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the

same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

#### 4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

#### 5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; ~~(3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer;~~ and (4) such limited license to Owner shall not create any rights in third parties.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting

from, or in any way related to the Project, ~~and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$20,000 or the total amount of compensation received by Engineer, whichever is greater.~~

- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

#### 6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

#### 7.01 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
  - 1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.
  - 2. Engineer's Standard Hourly Rates are attached as Appendix 1.
  - 3. The total compensation for services and reimbursable expenses shall not exceed \$253,000, See Exhibit A for Tasks, Fees, and Schedule Breakdown.

#### 7.02 *Additional Services*

- A. For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times current standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

7.03 Cost Modifications

- A. This agreement must be signed by both parties on or before September 1, 2014 or Engineer reserves the right to adjust the payment amounts outlined in Paragraph 7.01.

Attachments: Exhibit A - Tasks, Fees, and Schedule Breakdown  
Exhibit B – General Project Location  
Appendix 1, Engineer's Standard Hourly Rates  
Appendix 2, Engineer's Scope of Services

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

**OWNER:**

CITY OF CODY, WYOMING

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

Printed Name: Nancy Tia Brown

Title: Mayor

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

**ENGINEER:**

ENGINEERING ASSOCIATES

Signed By: 

Printed Name: Robert A. Overfield, PE

Title: Principal

Date Signed: 7/17/11

Professional License Number: WY 3962

Address for giving notices:

P.O. Drawer 2200

1338 Rumsey Avenue

Cody, Wyoming 82414

(307) 587-7511

Fax (307) 587-6532

Address for giving notices:

P.O. Box 1900

902 13<sup>th</sup> Street

Cody, Wyoming 82414

(307) 587-4911

Fax (307) 587-2596

# EXHIBIT A

EXHIBIT A - TASKS, FEES, AND SCHEDULE BREAKDOWNS		DATED: JULY 1, 2014
CITY OF CODY, WY		
WWTF PTB EMBANKMENT AND ANCILLARY FEATURES		
TASKS:	FEES:	DURATION:
1 DESIGN, PERMITS, CONSTRUCTION PLANS, SPECIFICATIONS	\$128,500	NTP WITH AGREEMENT SIGNING 6 MONTHS
2 BIDDING	\$5,500 *	SECOND NTP IN SUMMER 2015 2 MONTHS
3 CONSTRUCTION ADMINISTRATION, CONSTRUCTION STAKING, MATERIALS TESTING	\$52,500 *	SECOND NTP IN SUMMER 2015 6 MONTHS
4 RESIDENT PROJECT REPRESENTATIVE	\$66,500 *	SECOND NTP IN SUMMER 2015 (6 MONTHS)
TOTAL	\$253,000	14 MONTHS
* NOTE: TASKS 2, 3, AND 4 MAY REQUIRE ADJUSTMENT TO TOTALS FOR INFLATION WHEN 2nd NTP IS GIVEN.		



This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated September 1, 2014.

**Engineer's Standard Hourly Rates**

---

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 7.01 and 7.02, and are subject to annual review and adjustment.
3. The total compensation for services under Paragraph 7.01 shall not exceed \$253,000 based on the following estimated distribution of compensation:

Task 1 – Design	\$ 128,500
Task 2 - Bidding	\$ 5,500*
Task 3 – Construction Administration	\$ 52,500*
Task 4 - Resident Project Representative	<u>\$ 66,500*</u>
<b>TOTAL</b>	<b>\$253,000</b>

\*Tasks 2, 3, and 4 may require adjustment for inflation when 2<sup>nd</sup> Notice to Proceed is given.

B. *Schedule of Hourly Rates:*

	<u>Per Hour</u>	January 1, 2014
<b>ENGINEERING SERVICES</b>		
Engineer's Aide	\$ 53.00	
Resident Project Representative 1	\$ 63.00	
Resident Project Representative 2	\$ 68.00	
Resident Project Representative 3	\$ 74.00	
Resident Project Representative 4	\$ 80.00	
Technician 1	\$ 63.00	
Technician 2	\$ 68.00	
Technician 3	\$ 74.00	
Technician 4	\$ 80.00	
Engineer-in-Training 1	\$ 88.00	
Engineer-in-Training 2	\$ 94.00	
Engineer 1	\$103.00	
Engineer 2	\$113.00	
Engineer 3	\$117.00	

Per Hour

Engineer 4	\$125.00
Engineer 5	\$129.00

**SURVEYING SERVICES**

Surveyor's Aide	\$ 53.00
Survey Technician 1	\$ 63.00
Survey Technician 2	\$ 68.00
Survey Technician 3	\$ 74.00
Survey Technician 4	\$ 80.00
Land Surveyor-in-Training 1	\$ 86.00
Land Surveyor-in-Training 2	\$ 92.00
Land Surveyor 1	\$ 100.00
Land Surveyor 2	\$104.00
Land Surveyor 3	\$109.00
Land Surveyor 4	\$119.00

**SUPPORT SERVICES**

Administrative Assistant 1	\$ 51.00
Administrative Assistant 2	\$ 53.00
Administrative Assistant 3	\$ 58.00
Drafter 1	\$ 58.00
Drafter 2	\$ 63.00
Drafter 3	\$ 67.00
Drafter 4	\$ 71.00

**LITIGATION SERVICES AND SUPPORT** \$250.00

Travel time will be charged at the hourly rates shown above.

If personnel are worked over 40 hours per week to maintain the client's schedule, the time in excess of 40 hours per week will be billed at the rates shown above, plus 1.50 times the overtime premium paid to the personnel.

Reimbursable expenses for services performed on the date of the Agreement are:

**EQUIPMENT CHARGES**

Computer – CADD and Civil/GIS/Modeling Software	\$20.00 per hour
Survey - Total Station or Laser/Digital Level/Handheld GPS	\$10.00 per hour
Survey - Global Positioning System	\$50.00 per hour
Vehicle - All Terrain	\$10.00 per hour
Vehicle – Highway	\$ 0.85 per mile
Vehicle – Daily Rate (in-lieu of mileage)	\$25.00 per day

**MISCELLANEOUS CHARGES**

Subsistence and Lodging	\$75 to \$200 per person per day
-------------------------	----------------------------------

Commercial travel, meals, lodging, telephone, records, printing, and other vendor services will be charged at cost. Subconsultant services will be charged at a rate of 1.10 times the billed rate.

**COPYING AND ELECTRONIC SCANNING**

Copies - 8 ½" x 11" and 8 ½" x 14"	\$ 0.10 Each
Copies - 11" x 17"	\$ 0.25 Each
Color Copies - 8 ½" x 11" and 8 ½" x 14"	\$ 1.50 Each
Color Copies - 11" x 17"	\$ 2.00 Each
Black and White Prints - Up to 24" x 36"	\$ 5.00 per Sheet
Color Prints - Up to 24" x 36"	\$ 10.00 per Sheet
Scanned Drawing to Electronic File	\$ 12.00 Each Drawing
Reduction/Enlargement/Exact Scale of Scanned Drawings	\$ 5.00 Each Drawing
CD for Electronic Files	\$ 5.00 Each
Other Reproducible Products (i.e. Mylar, Vellum)	Negotiated

**TESTING**

Density Testing	\$ 25.00 Each
Concrete Cylinder Break	\$ 22.00 Each
Concrete Cylinder Mold	\$ 3.00 Each
Asphalt or Concrete Cores	\$ 35.00 Each
Pressure Recorder	\$ 25.00 per day
Holiday Testing	\$ 25.00 per day
Adhesion Testing	\$ 25.00 per day
Dry Film Thickness Testing	\$ 50.00 per day
Turbimeter	\$ 50.00 per day
Current Velocity Meter and Datalogger	\$100.00 per day

**SURVEYING MATERIALS**

Stake, lath, hub, spike, nail & shiner	\$ 1.00 Each
Rebar (#5 x 24")	\$ 2.00 Each
Conduit (1/2" x 5' EMT)	\$ 3.00 Each
Paint (per can)	\$ 5.00 Each
Steel Fence Post	\$ 7.50 Each
Aerial Target	\$50.00 Each
Special Materials	Negotiated

**SURVEYING MONUMENTS**

1 ½", 2" and 2 ½" Aluminum Cap	\$ 10.00 Each
¾" Brass Cap and Rod	\$ 50.00 Each
3 ½" Brass Tablet	\$ 50.00 Each
3 ¼" WYDOT Markers	\$ 80.00 Each
Monument Box	\$100.00 Each

This is **Appendix 2, Engineer's Services**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated September 1, 2014.

## **Engineer's Services**

---

A. Engineer's Services under this Agreement are generally identified as follows:

### Task 1 – Design – 1<sup>st</sup> Notice to Proceed (anticipated in September 2014)

1. Conduct initial meeting with City staff.
2. Contact Wyoming One-Call to request utility locates.
3. Collect field survey data including, topographical features, site features, and utility depth information.
4. Create plan and profile sheets from field data using City of Cody datum.
5. Review existing topography to determine limits of new embankment.
6. Provide design report summarizing 1) pipe materials, pipe flow capacity, and appurtenances for new influent line extension, 2) embankment material types, sources, and quantities, 3) extent of access road improvements, and 4) changes to existing electrical and communication cable.
7. Create construction drawings and specifications for influent piping, embankment, and utility changes and extensions associated with project construction, including details.
8. Prepare DEQ permit application.
9. Prepare Project Manual, including City of Cody standard specifications and EJCDC front end documents.
10. Prepare Engineer's opinion of probable construction costs.
11. Provide RPR review of construction drawings and specifications.
12. Provide three (3) plan/specification sets to the City for review. Incorporate any modifications required by the City's review.
13. Conduct 10%, 50%, and 90% design review meetings with City staff.

### Task 2 – Bidding – 2<sup>nd</sup> Notice to Proceed (anticipated in July 2015)

1. Prepare advertisement for bids. (Publishing fees paid by City.)
2. Make construction drawings and project manual available to plan rooms and bidders.
3. Conduct bid administration, including conducting a pre-bid meeting and preparation of minutes. Prepare and distribute addenda as needed.
4. Conduct bid opening, prepare bid tabulation, review submitted bids, and provide bid award recommendation.

### Task 3 – Construction Administration

1. Prepare contract documents for the project and distribute accordingly.
2. Conduct pre-construction meeting with contractor, City, and other stakeholders.
3. Perform construction administration, including shop drawing review, construction staking, weekly field reports, pay estimates, and change orders.
4. Respond to field questions from RPR and/or contractor and provide written clarification if needed.
5. Conduct substantial completion walk-through and prepare punchlist. Verify final completion of punchlist items.
6. Prepare record drawings and closeout documents/report notebook.
7. Schedule 11-month warranty inspection walk through.

### Task 4 – Resident Project Representative (RPR)

1. Attend the pre-construction meeting.
2. Provide 8 hours per day, or as needed, of RPR services on the project. Based on 100 working days for construction.
3. Coordinate communication between Contractor, Engineer, and City.
4. Record field changes for use in preparing record drawings.
5. Verify shop drawing approvals against materials delivered to field and compliance with the construction drawings and specifications,
6. Prepare daily field reports (distributed weekly) and track pay item quantities used.
7. Oversee and document pipe pressure testing.
8. Provide density testing for embankment, either by wheel rolling or using a nuclear gauge. Perform concrete testing and collect samples as needed to document compliance with specifications.
8. Attend substantial completion walk-through and assist in preparation of punchlist. Review project for final completion of punchlist items.

*No legal descriptions, exhibits, or other easement work is included in these services. It is assumed all work will be conducted on City property.*

MEETING DATE:	AUGUST 5, 2014
DEPARTMENT:	PUBLIC WORKS
PREPARED BY:	ROB KRAMER
DEPT. DIR. APPROVAL:	_____
CITY ADM. APPROVAL:	_____
PRESENTED BY:	

## AGENDA ITEM SUMMARY REPORT

### Bid 2014-07 (1) New 2015 or Newer Diesel Powered Cab and Chassis w/New Sewer and Catch Basin Cleaner

**BACKGROUND**

A request was made in FY 2014/2015 for the purchase of one new sewer jet. This truck will be replacing a 2004 truck of similar nature within the Wastewater Division. Staff intends to dispose of the 2004 unit through the Public Surplus Auction following the arrival of the new unit.

Bid packets for Bid 2014-07 were sent to Ameri-Tech Equipment Company, Kois Brothers Equipment Company, Jack’s Truck and Equipment, Lariat International Trucks, Layton Truck, IState Truck Center, Tri-State Truck and Equipment, Motor Power Casper, Inc., Greiner Motors, Rocky Mountain Truck Center, Floyds Truck Center, Titan Machinery, and Peterbilt of Wyoming.

**SUMMARY**

Four bidders submitted (6) six bids for Bid 2014-07. These bids were opened at City Hall on July 15, 2014.

Jack’s Truck and Equipment submitted the following two bids:

1. Freightliner 114SD cab and chassis with a Camel 1200 body in the amount of \$326,835.00.
2. Freightliner 114SD cab and chassis with a Vactor 2100 Plus body in the amount of \$325,654.00.

Kois Brothers Equipment Company submitted one bid for a Freightliner 114SD cab and chassis with a Camel 1200 body in the amount of \$327,470.00.

Titan Machinery Inc. submitted the following two bids:

1. Freightliner 114SD cab and chassis with a Vactor 2100 Plus body in the amount of \$326,589.00.
2. Mack cab and chassis with a Vactor 2100 Plus body in the amount of \$338,183.00.

Tri-State Truck and Equipment Inc. submitted one bid for a Volvo VHD64F200 cab and chassis with a Camel 1200 body in the amount of \$347,302.16.

Greiner Motors, Casper, WY and Ameri-Tech Equipment, Casper, WY submitted letters of No Bid.

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

## **FISCAL IMPACT**

Funding for this equipment was budgeted for and approved in the Fiscal Year 2014/2015 budget.

## **ALTERNATIVES**

Approve or deny the award of Bid 2014-07 to Jacks Truck and Equipment in the amount of \$325,654.00.

## **RECOMMENDATION**

Staff recommends the City Council award Bid 2014-07 to Jacks Truck and Equipment in the amount of \$325,654.00.

## **ATTACHMENTS**

1. Bid packet 2014-07

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

1. Ameri-Tech Equipment Company, [ameritech@307ATEC.com](mailto:ameritech@307ATEC.com)
2. Greiner Motor Company – Casper, [brett.osborne@greinermotors.com](mailto:brett.osborne@greinermotors.com)
3. Jack’s Truck and Equipment, [jolson1@jacksinc.com](mailto:jolson1@jacksinc.com)
4. Kois Brothers Equipment Company, [ekois@koisbrothers.com](mailto:ekois@koisbrothers.com)
5. Titan Machinery Inc., [artie.locat@titanmachinery.com](mailto:artie.locat@titanmachinery.com)
6. Tri-State Truck and Equipment, Inc., [clarke@tste.com](mailto:clarke@tste.com)



CITY OF CODY  
WYOMING

**TABLE OF CONTENTS**

**BID NO. 2014-07 (1) New 2015 or Newer Diesel Powered Cab and Chassis w/New Sewer and Catch Basin Cleaner**

**DOCUMENTS INCLUDED IN PACKET FOR BID NO 2014-07**

	<u>Pages</u>
<b>1. ADVERTISEMENT FOR BID (ON THIS PAGE, BELOW) ↓</b>	<b>1</b>
<b>2. INSTRUCTION SHEET</b>	<b>2</b>
<b>3. BID PROPOSAL</b>	<b>3</b>
<b>4. CAB AND CHASSIS SPECIFICATIONS</b>	<b>4-7</b>
<b>5. SEWER AND CATCH BASIN CLEANER SPECIFICATIONS</b>	<b>8-12</b>

**For more information: City of Cody 307-527-7511**  
\*\*\*\*\*

**Bid No. 2014-07**

**(1) New 2015 or Newer Diesel Powered Cab and Chassis w/New Sewer and Catch Basin Cleaner**

The City of Cody will receive sealed bids until 2:00 p.m., 7/15/14 at Cody City Hall, 1338 Rumsey Avenue, P.O. Box 2200, Cody, Wyoming 82414, for (1) New 2015 or Newer Diesel Powered Cab and Chassis w/New Sewer and Catch Basin Cleaner. All bids will be opened and read aloud at this time. Full bid details and specifications are included in the bid packet available at City Hall or by emailing [kylieh@cityofcody.com](mailto:kylieh@cityofcody.com). Direct any questions to Rob Kramer at 587-2958.

The City reserves the right to reject any and/or all bids and further reserves the right to waive any informalities if deemed in the best interest of the City. No bid may be considered unless accompanied by the required bid guarantee of 5% of the total bid amount.

Dated this 17<sup>th</sup> day of June, 2014

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

PUBLISH: June 26<sup>th</sup>, 2014  
July 3<sup>rd</sup>, 2014



**INSTRUCTIONS: (1) New 2015 or Newer Diesel Powered Cab and Chassis w/New Sewer and Catch Basin Cleaner  
BID REQUEST NUMBER 2014-07**

The Bidder agrees to provide **(1) New 2015 or Newer Diesel Powered Cab and Chassis w/New Sewer and Catch Basin Cleaner** free and clear of all liens of any kind, pursuant to the specifications and invitation to bid. The bidder shall complete every space in the Bid 2014-07 City of Cody Specifications Forms on pages 4-12 to indicate that the item being bid is exactly as specified. All (no) responses shall be explained in detail on an attached sheet. Bids will be accepted for consideration on any make or model that is equal or superior to the specifications.

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

In accordance with the provisions of Sections 16-6-101, 16-6-102 and 16-6-106 Volume 3, Title 9 of the Wyoming Compiled Statutes, 1977, preference is hereby given to resident Wyoming Contractors and to materials, supplies, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by competitors outside the state. Bidders claiming preference must submit evidence of WY residency as defined in WY Statute Section 16-6-101.

The offer made herein shall be binding for 30 days after the date of bid opening.

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

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

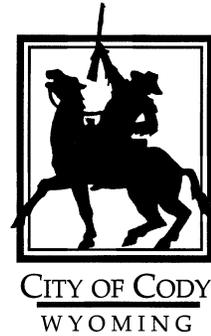
All material provided under this bid shall be new and unused. Bid documents may be obtained from:

City of Cody  
P.O. Box 2200  
1338 Rumsey Avenue  
Cody, Wyoming 82414  
(307) 527-7511

Bids are to be sealed and addressed to the City of Cody, 1338 Rumsey Avenue, P.O. Box 2200, Cody, Wyoming 82414 and shall be marked "**Bid No. 2014-07, (1) New 2015 or Newer Diesel Powered Cab and Chassis w/New Sewer and Catch Basin Cleaner**" on the outside of the envelope.

The sealed bids must be returned to the City of Cody no later than 2:00 p.m. 7/15/14. The bid opening will be held at that time at City Hall. The City reserves the right to reject any and/or all bids and further reserves the right to waive any informalities if deemed in the best interest of the City.

Bid Proposal Form  
**Bid No. 2014-07 (1) New 2015 or Newer Diesel Powered Cab and Chassis w/New  
 Sewer and Catch Basin Cleaner**  
 City of Cody, Wyoming



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

The undersigned Bidder agrees to provide **(1) New 2015 or Newer Diesel Powered Cab and Chassis w/New Sewer and Catch Basin Cleaner**, free and clear of all liens of any kind, pursuant to the specifications and invitation to bid.

The bid price shall include drop shipping the vehicle to the body manufacturer and then shipping to the City of Cody, 119 19<sup>th</sup> Street, Cody, WY.

Bid Schedule	Quantity	Unit	Total Price
Bid for:			\$ _____
Less trade if any:			\$( _____ N/A _____ )
Net Total Bid			\$ _____

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

The offer made herein shall be binding for 30 days after the date of bid opening.

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

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

Date \_\_\_\_\_

Signature \_\_\_\_\_

Typed or Printed Name \_\_\_\_\_

Company \_\_\_\_\_

Mailing Address \_\_\_\_\_

City, State and Zip \_\_\_\_\_

E-mail Address \_\_\_\_\_



# SPECIFICATIONS

## NEW 2015 OR NEWER DIESEL POWERED CAB AND CHASSIS

THE BIDDER SHALL COMPLETE EVERY SPACE IN BIDDER'S RESPONSE COLUMN BY MARKING UNDER **YES** OR **NO** TO INDICATE THAT THE ITEM BEING BID IS EXACTLY AS SPECIFIED. ALL **NO** RESPONSES SHALL BE EXPLAINED IN DETAIL ON AN ATTACHED SHEET.

### A. GENERAL

**YES**    **NO**

- 1. 2015 model year or newer 114 SD chassis, or equivalent. \_\_\_\_\_
- 2. Gross Vehicle Weight: 80,000 lbs. minimum. \_\_\_\_\_
- 3. Frames: Min. 2,000,000 RBM \_\_\_\_\_
- 4. Wheel base, must work with the body manufacturer for the correct wheel base. \_\_\_\_\_
- 5. Two (2) front frame mounted tow hooks. \_\_\_\_\_

### B. FRONT AXLE AND SPRINGS

- 1. Min. 20,000 lb. front axle. \_\_\_\_\_
- 2. Min. 20,000 lb. front springs. \_\_\_\_\_
- 3. Heavy duty front shock absorbers. \_\_\_\_\_
- 4. Set-forward axle. \_\_\_\_\_

### C. REAR AXLE

- 1. Min. 46,000 lb. rear tandem axle. \_\_\_\_\_
- 2. Differential ratio to provide max. speed of at least 65 mph. \_\_\_\_\_

### D. TRANSMISSION

- 1. Allison 3500 RDS automatic transmission with PTO provision. \_\_\_\_\_
- 2. Transmission oil cooler. \_\_\_\_\_
- 3. Transmission temperature gauge. \_\_\_\_\_
- 4. Vehicle interface wiring and pdm with body builder connector at back of cab. \_\_\_\_\_
- 5. Transmission to carry a min. 2 year unlimited mileage factory warranty. \_\_\_\_\_

**E. ENGINE**

**YES    NO**

- |  |       |       |
|--|-------|-------|
| 1. Diesel powered, minimum 370 hp ISL Cummins engine with a minimum of 1300 lb.-ft. of torque. | _____ | _____ |
| 2. Engine mounted high capacity air intake, and air restriction indicator.                     | _____ | _____ |
| 3. 1300 square inch aluminum radiator.   | _____ | _____ |
| 4. Silicone coolant hoses.   | _____ | _____ |
| 5. 120 volt 1000 watt (min.) engine block heater.  | _____ | _____ |
| 6. Chrome engine heater receptacle mounted under LH door.                                      | _____ | _____ |
| 7. Fuel/water separator with heater.   | _____ | _____ |
| 8. Anti-freeze to -34 degrees below zero.  | _____ | _____ |
| 9. Positive load disconnect with cab mounted control switch.                                   | _____ | _____ |
| 10. Positive and negative posts for jumpstart located on frame next to starter.                | _____ | _____ |
| 11. Engine to carry a minimum 2 year, unlimited mileage warranty.                              | _____ | _____ |
| 12. Min. 18.7 C.F.M. air compressor.   | _____ | _____ |
| 13. Min. 12 volt 160 amp. Alternator.  | _____ | _____ |
| 14. Engine compression brake.  | _____ | _____ |

**F. BRAKE SYSTEM**

- |  |       |       |
|--|-------|-------|
| 1. Bendix Adip air dryer with heater.  | _____ | _____ |
| 2. Low air pressure warning light w/audible alarm.                             | _____ | _____ |
| 3. Antilock brake system, compatible w/trailer antilock brake system.          | _____ | _____ |
| 4. All other air tanks to have a manual drain valve with pull cable.           | _____ | _____ |
| 5. S-Cam type "Q" series front and rear brakes with automatic slack adjusters. | _____ | _____ |

**G. ELECTRICAL SYSTEM**

**YES    NO**

- 1. 12 volt negative ground system. \_\_\_\_\_
- 2. All lights and reflectors must conform to Wyoming and Federal D.O.T. regulations. \_\_\_\_\_
- 3. Electric backup alarm. \_\_\_\_\_
- 4. Battery disconnect switch, mounted near battery box. \_\_\_\_\_

**H. FUEL TANK**

- 1. Minimum capacity, 100 U.S. gallons mounted on driver's side of vehicle. \_\_\_\_\_

**I. CAB EXTERIOR**

- 1. Conventional cab w/air ride suspension. \_\_\_\_\_
- 2. Grab handles right and left side. \_\_\_\_\_
- 3. Single air horn under LH deck. \_\_\_\_\_
- 4. Fully insulated cab. \_\_\_\_\_
- 5. Dual 16"x7" mirrors w/8" convex mirrors, motorized and heated. \_\_\_\_\_
- 6. Tinted glass. \_\_\_\_\_
- 7. Single color, "Bright White". \_\_\_\_\_
- 8. Dual rear mounted work lights on back of cab. \_\_\_\_\_
- 9. Two LED beacons. One to be mounted on the cab, one to be Mounted on the top of the tank. \_\_\_\_\_

**J. CAB INTERIOR**

- 1. Heavy-duty floor mats. \_\_\_\_\_
- 2. High output fresh air heater and defroster. \_\_\_\_\_
- 3. Variable speed, w/intermittent electric windshield wipers, both sides. \_\_\_\_\_
- 4. Operator's seat; air suspension, high back. Fixed passenger seat. Seats to be cloth covered light blue or light gray. \_\_\_\_\_
- 5. Factory installed air conditioning. \_\_\_\_\_
- 6. Dual inside sun visors. \_\_\_\_\_

**CAB INTERIOR continued**

**YES**    **NO**

- 7. Interior dome light. \_\_\_\_\_
- 8. AM/FM radio with dual speakers. \_\_\_\_\_
- 9. Right hand electric window. \_\_\_\_\_
- 10. Factory installed standard gauges to include engine oil pressure and engine temperature gauges w/audible alarms, volt meter and tractor protection valve. \_\_\_\_\_

**K. WHEELS AND TIRES**

- 1. Wheels to be disc type. \_\_\_\_\_
- 2. Tires, Front: Goodyear G315/80R 22.5 20 ply Radial. \_\_\_\_\_
- 3. Tires, Rear: Goodyear G338/11R 22.5 14 ply Radial. \_\_\_\_\_
- 4. Wheels to be painted same as cab. \_\_\_\_\_
- 5. Wheels and tires to accommodate specified axle rating. \_\_\_\_\_

**L. MISCELLANEOUS**

- 1. The successful bidder shall also agree to provide all transportation and travel expenses from the City of Cody to the bidder's place of business, or have provisions for a "field" mechanic to perform any warranty work that may be required on the equipment and/or attachments being bid, at the City of Cody Shop located at 119 19<sup>th</sup> Street, Cody, Wyoming. \_\_\_\_\_
- 2. Upon delivery to the City, the vehicle will be fully equipped as specified, a minimum of three sets of keys provided, serviced, cleaned, full of fuel and ready to enter into service for the City of Cody. \_\_\_\_\_
- 3. Bidder must state estimated time of delivery. \_\_\_\_\_

**NOTE:** Chassis must be drop shipped to the successful body builder and then shipped to the City of Cody.



# SPECIFICATIONS

## NEW SEWER AND CATCH BASIN CLEANER

THE BIDDER SHALL COMPLETE EVERY SPACE IN BIDDER'S RESPONSE COLUMN BY MARKING UNDER **YES** OR **NO** TO INDICATE THAT THE ITEM BEING BID IS EXACTLY AS SPECIFIED. ALL **NO** RESPONSES SHALL BE EXPLAINED IN DETAIL ON AN ATTACHED SHEET.

**A. WATER STORAGE TANKS**

**YES**    **NO**

- |  |       |       |
|--|-------|-------|
| 1. All water tanks shall be baffled to form a maximum compartment storage of 150 gallons for each compartment. | _____ | _____ |
| 2. 1500 gallon minimum usable capacity.  | _____ | _____ |
| 3. Tank suction shut-off valve with "Y" type strainer to protect water pump.                                   | _____ | _____ |
| 4. 10 Year "no rust through or corrosion warranty".  | _____ | _____ |
| 5. Minimum 6" air gap on fill tube to prevent siphoning of water from storage tanks to into the hydrant.       | _____ | _____ |

**B. SEWER FLUSHING PUMP**

- |   |       |       |
|---|-------|-------|
| 1. Minimum continuous rating of 80 GPM at 2500 PSI. | _____ | _____ |
|---|-------|-------|

**C. VACUUM SYSTEM POSITIVE DISPLACEMENT**

- |   |       |       |
|---|-------|-------|
| 1. Vacuum pump rotary lobe positive displacement.   | _____ | _____ |
| 2. Vacuum pump shall be capable of airflows from 0-3500 CFM.  | _____ | _____ |
| 3. Unit to be equipped with a high efficiency exhaust silencer.   | _____ | _____ |
| 4. Vacuum pump is to be driven by the truck engine.   | _____ | _____ |
| 5. Controls supplied on control panel to engage and disengage vacuum pump for operator safety.  | _____ | _____ |
| 6. An externally mounted, vertical tapered cyclone separator with clean out will be incorporated between the positive displacement vacuum pump and the debris tank. | _____ | _____ |
| 7. Vacuum pump shall be protected by a cartridge filter capable of containing particles sized 10 micron or larger.  | _____ | _____ |

**D. DEBRIS TANK**

**YES      NO**

- 1. Minimum usable liquid capacity of 10 cu. yards. \_\_\_\_\_
- 2. Cylindrical shaped for strength and corrosion resistance. \_\_\_\_\_
- 3. Designed to withstand 360" vacuum. \_\_\_\_\_
- 4. Minimum ¼" steel plate construction. Tank must carry a 10 year warranty. \_\_\_\_\_
- 5. Unloading of body is accomplished without the operator going behind unit. \_\_\_\_\_
- 6. Hydraulic powered dump body. \_\_\_\_\_
- 7. Exterior mechanical liquid level gauge. \_\_\_\_\_
- 8. Debris body shall have a flush out system. \_\_\_\_\_

**E. TANK DRAIN**

- 1. Six inch diameter tailgate drain with stand pipe butterfly valve with locking handle and 10 feet of fabric drain hose supplied. \_\_\_\_\_

**F. WINTER RECIRCULATION SYSTEM**

- 1. Winter recirculation system will enable travel over the road without damaging pump, drive systems or truck transmission. \_\_\_\_\_

**G. TOOL BOX**

- 1. Three lockable tool boxes. (1) driver side, (1) passenger side, (1) behind the cab. \_\_\_\_\_

**H. HOSE REEL, FRONT MOUNT (ROTATING)**

- 1. Digital foot counter. \_\_\_\_\_
- 2. Hose reel and drive. The hose reel assembly shall be front mounted near the center of the unit with 180 degree rotation to facilitate manhole entry and reduce traffic flow interruption. \_\_\_\_\_
- 3. The hose reel minimum capacity of 800' of 1" I.D. sewer hose. Drum and flanges constructed of ¼" steel, designed to withstand maximum working pressure without distortion. The drum shall have a minimum of 30" dia. to prevent hose damage. The reel shall be supported by two (2) heavy duty self-aligning pillow block bearings, bolted to a ¼" thick support frame. \_\_\_\_\_

**HOSE REEL, FRONT MOUNT (ROTATING) continued**

**YES**    **NO**

- 4. 600 feet of 1” dia. plastic sewer cleaner hose supplied, with 2500 PSI working, 6250 PSI burst pressure ratings minimum. Hose must be constructed per standards established by NSWMA. \_\_\_\_\_
- 5. Reel driven by a double chain, hydraulic drive producing a minimum 14,600 in/lbs torque and a variable speed from 0 to 50 RPM utilizing an open center directional control valve w/adjustable priority flow divider and adjustable relief. The system shall also include a hydraulic reservoir with a spin-on filter and gauge. \_\_\_\_\_
- 6. The reel frame must be capable of pivoting down to allow for the tilting of the hood by use of an electric over hydraulic system powered by a 12 volt DC power pack. \_\_\_\_\_
- 7. A means to lower and raise the hose reel frame shall be provided that does not require the truck engine to be running. \_\_\_\_\_

**I. POWER BOOM**

- 1. The power boom shall have a minimum of 180 degree hydraulic rotation and be lockable in any position. \_\_\_\_\_
- 2. A boom rest for transport shall be directly mounted to sub frame. \_\_\_\_\_
- 3. Boom shall not rise with debris body. \_\_\_\_\_
- 4. The lift capacity at the boom end with boom fully extended shall be 1,000 pounds minimum. \_\_\_\_\_
- 5. A joy stick shall be permanently mounted to the operator control station for boom functions; up, down, left and right, in/out. \_\_\_\_\_
- 6. The boom shall be remote controlled. \_\_\_\_\_
- 7. The boom shall be 8” and reach a minimum of 268” from centerline of unit. Hydraulic boom extension 8’ shall be true telescoping tube inside of tube design which will extend and retract without affecting the steel elbow or lower the suction tube position. \_\_\_\_\_
- 8. The travel storage position shall be at front right corner of vehicle. \_\_\_\_\_

**J. CONTROL CENTER**

- 1. Reel and boom control panel located in front of vehicle for operator ease. \_\_\_\_\_
- 2. Vacuum and water pump engagement controls located on the control panel. \_\_\_\_\_

**CONTROL CENTER continued**

**YES**    **NO**

- |  |       |       |
|--|-------|-------|
| 3. Hose reel direction and speed control located at operator's station in front of vehicle.  | _____ | _____ |
| 4. Water pressure gauge located at operator's station.   | _____ | _____ |
| 5. Electric throttle control for truck chassis engine located at operator's station in front of vehicle.                                     | _____ | _____ |
| 6. Receptacle for boom control pendant located at operators station in front of vehicle.   | _____ | _____ |
| 7. Tachometer located at control station.  | _____ | _____ |
| 8. Engine kill switch located at control station.  | _____ | _____ |
| 9. Two quick disconnections for handgun supplied (one at operator's station and one at dump control station mid ship of unit driver's side). | _____ | _____ |
| 10. Wireless Remote Control  | _____ | _____ |

**K. VACUUM TUBES AND BRACKETS**

- |  |       |       |
|--|-------|-------|
| 1. 8" O.D. aluminum tubes with male/female fittings.   | _____ | _____ |
| 2. Two 7 foot sections, two 5 foot sections and one 3 foot section supplied. One gasket and over center clamp for each tube supplied. No tools required with clamps. | _____ | _____ |
| 3. Six tube storage rack, hydraulically operated up/down located on rear door.   | _____ | _____ |
| 4. One 8x4 Reducer.  | _____ | _____ |

**L. NOZZLES**

- |  |       |       |
|--|-------|-------|
| 1. One 1"x15 degree steel nozzle with hardened orifice, 60GPM. | _____ | _____ |
| 2. One 1"x35 degree steel nozzle with hardened orifice, 60GPM. | _____ | _____ |
| 3. One 1" nozzle extension, 60GPM.                             | _____ | _____ |

**M. WATER WASHDOWN SYSTEM**

- |   |       |       |
|---|-------|-------|
| 1. Pump will supply water source with means of regulating pressure from 0 to 2000 PSI available at handgun. | _____ | _____ |
| 2. Quick disconnects located at front operator station and driver's side mid ship of unit.                  | _____ | _____ |

**WATER WASHDOWN SYSTEM continued**

**YES**    **NO**

3. Retractable hose reel with live center complete with 50' x 1/2" hose shall be supplied. \_\_\_\_\_

**N. ACCESSORIES**

1. 2 1/2" x 25' fill hose with fittings for filling water tanks supplied. \_\_\_\_\_
2. Minimum 5000 PSI rated handgun with 35' of 1/2" hose shall be supplied. \_\_\_\_\_
3. Two beacon lights, one body and one cab mounted guards. \_\_\_\_\_
4. Rear mounted arrow board shall be supplied with controls in cab. \_\_\_\_\_
5. Dual work lights mounted on boom that will illuminate inside of manholes. \_\_\_\_\_
6. An operational video will be provided with the unit. \_\_\_\_\_
7. Hydro excavation kit. \_\_\_\_\_

**O. PAINT**

1. Paint unit to match chassis and cab. \_\_\_\_\_
2. Color white. \_\_\_\_\_

**P. WARRANTY**

1. Warranty minimum one year on sewer/catch basin cleaner on defects in material and workmanship. \_\_\_\_\_
2. Minimum ten years on debris tank. \_\_\_\_\_
3. Minimum lifetime no rust-through or corrosion on water tanks. \_\_\_\_\_
4. Minimum five years on positive displacement vacuum pump lobes. \_\_\_\_\_

# Memo

**TO:** Vendors for Bid 2014-07  
**THRU:** Rob Kramer, Streets and Vehicle Maintenance Superintendent  
**FROM:** Kylie Hanson, Administrative Secretary  
**DATE:** July 7, 2014  
**RE:** Addendum to Bid 2014-07



Please find below Addendum 1 for Bid 2014-07. If you have any questions or concerns, please feel free to call 587-2958.

**Bid No. 2014-07 (1) New 2015 or Newer Diesel Powered Cab and Chassis w/New Sewer and Catch Basin Cleaner**

## **ADDENDUM #1**

Please note the following changes and additions to the bid specifications:

### Changes to Specifications.

	YES	NO
A.2. Gross Vehicle Weight: 66,000lbs. minimum.	_____	_____
D.1. Allison 3000 RDS automatic transmission with PTO provision.	_____	_____
E.1. Diesel powered, minimum of 370 hp ISL Cummins engine with a Minimum of 1250 lb-ft of torque.	_____	_____
F.1. Bendix AD9SI air dryer with heater.	_____	_____
G.4. Battery disconnect switch, mounted inside cab.	_____	_____
K.2. Tires, Front: Goodyear G289/80R 22.5 20 ply Radial.	_____	_____
K.3. Tires, Rear: Goodyear G182/11R 22.5 14 ply Radial.	_____	_____
G.1. Three lockable tool boxes. (1) Curb Side 48"x22"x24", (1) Street Side 24"x24"x24", (1) Behind Cab.	_____	_____

**Additions to Body Specifications:**

**YES    NO**

- |  |       |       |
|--|-------|-------|
| 1. Lube manifolds to be reached from the ground.   | _____ | _____ |
| 2. Low water alarm with light at operator station. | _____ | _____ |
| 3. Hydraulic oil high temp alarm and light.        | _____ | _____ |
| 4. 824RCS-18" Blower for vacuum system.            | _____ | _____ |

MEETING DATE:	AUGUST 5, 2014
DEPARTMENT:	PUBLIC WORKS
PREPARED BY:	ROB KRAMER
DEPT. DIR. APPROVAL:	_____
CITY ADM. APPROVAL:	_____
PRESENTED BY:	

## AGENDA ITEM SUMMARY REPORT

### Bid 2014-09 (1) New 2014 or Newer Front End Loader

#### BACKGROUND

A request was made in FY 2014/2015 for the purchase of one new front end loader. This equipment will be replacing a 2003 front end loader of similar nature within the Streets Division. Bid packets for Bid 2014-09 were sent to HE Equipment, Tractor and Equipment, Woodward Tractor and Rental Inc., Wyoming Machinery Company, Power and Equipment Company, Jacks Truck and Equipment, Titan Machinery, TriState Truck and Equipment, Ameri-Tech Equipment, and Komatsu Equipment Company.

#### SUMMARY

Five bidders submitted (5) bids for Bid 2014-09. These bids were opened at City Hall on July 15, 2014

Honnen Equipment Company submitted one bid for a John Deere 524K Front End Loader in the amount of \$120,275.00, less a trade in value of \$45,000.00, leaving a net total bid of \$75,275.00. Honnen Equipment Company also offered a 2 year buy back option of \$120,000.00, and a 3 year buy back option of \$110,000.00.

Komatsu Equipment Company submitted one bid for a Komatsu WA207-7 Front End Loader in the amount of \$144,000.00, less a trade in value of \$52,500.00, leaving a net total bid of \$91,500.00. Komatsu Equipment Company also offered a 2 year buy back option of \$115,000.00, and a 3 year buy back option of \$109,000.00.

Titan Machinery Inc. submitted one bid for a Case 621F in the amount of \$129,502.00, less a trade in value of \$30,140.00 leaving a net total bid of \$99,362.00. Titan Machinery Inc. did not offer a buy back option.

Tractor and Equipment Company submitted one bid for a Cat 924K Front End Loader in the amount of \$136,000.00, less a trade in value of \$45,000.00, leaving a net total bid of \$91,000.00. Tractor and Equipment Company also offered a 2 year buy back option of \$136,000.00, and a 3 year buy back option of \$129,000.000.

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

Tri-State Truck and Equipment submitted one bid for a Volvo L60G Front End Loader in the amount of \$138,232.00, less a trade in value of \$40,000.00, leaving a net total bid of \$98,232.00. Tri-State Truck and Equipment also offered a 2 year buy back option of \$116,488.00, and a 3 year buy back option of \$107,988.00.

Jack’s Truck and Equipment submitted a letter of no bid.

**FISCAL IMPACT**

Funding for this equipment was budgeted for and approved in the Fiscal Year 2014/2015 budget.

**ALTERNATIVES**

Approve or deny the award of Bid 2014-09 to Honnen Equipment Company, with a trade in, in the amount of \$75,275.00.

**RECOMMENDATION**

Staff recommends the City Council award Bid 2014-09 to Honnen Equipment Company, with a trade in, in the amount of \$75,275.00.

**ATTACHMENTS**

- 1. Bid packet 2014-09

**AGENDA & SUMMARY REPORT TO:**

- 1. Honnen Equipment Company, [ryancarroll@honnen.com](mailto:ryancarroll@honnen.com)
- 2. Jack’s Truck and Equipment, [jolson1@jacksinc.com](mailto:jolson1@jacksinc.com)
- 3. Komatsu Equipment Company, [charliem@komatsueq.com](mailto:charliem@komatsueq.com)
- 4. Titan Machinery Inc., [artie.logan@titanmachinery.com](mailto:artie.logan@titanmachinery.com)
- 5. Tractor and Equipment Company, [kpester@tractorandequipment.com](mailto:kpester@tractorandequipment.com)
- 6. Tri-State Truck and Equipment, [tomh@tste.com](mailto:tomh@tste.com)



**TABLE OF CONTENTS  
BID NO. 2014-09**

**DOCUMENTS INCLUDED IN PACKET FOR BID NO 2014-09**

	<u>Pages</u>
<b>1. ADVERTISEMENT FOR BID (ON THIS PAGE, BELOW)</b>	<b>1</b>
<b>2. INSTRUCTION SHEET</b>	<b>2</b>
<b>3. BID PROPOSAL &amp; SPECIFICATIONS</b>	<b>3-6</b>

**For more information: City of Cody 307-527-7511**

\*\*\*\*\*

**Bid No. 2014-09  
(1) New 2014 or Newer Front End Loader**

The City of Cody will receive sealed bids until 2:15 p.m., 7/15/14 at Cody City Hall, 1338 Rumsey Avenue, P.O. Box 2200, Cody, Wyoming 82414, for **(1) New 2014 or Newer Front End Loader.** All bids will be opened and read aloud at this time. Full bid details and specifications are included in the bid packet available at City Hall or by emailing [kylieh@cityofcody.com](mailto:kylieh@cityofcody.com). Direct any questions to Rob Kramer at 587-2958.

The City reserves the right to reject any and/or all bids and further reserves the right to waive any informalities if deemed in the best interest of the City. No bid may be considered unless accompanied by the required bid guarantee of **5%** of the total bid amount.

Dated this 25<sup>th</sup> day of June, 2014

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

PUBLISH: July 1<sup>st</sup>, 2014  
July 8<sup>th</sup>, 2014



**INSTRUCTIONS: (1) NEW 2014 OR NEWER FRONT END LOADER**  
**BID REQUEST NUMBER 2014-09**

The Bidder agrees to provide **(1) NEW 2014 OR NEWER FRONT END LOADER**, free and clear of all liens of any kind, pursuant to the specifications and invitation to bid. The bid will include a trade-in value for a **2003 John Deere 544H Front End Loader S/N 587126**. The bidder shall complete every space in the **Bid 2014-09** City of Cody Specifications Forms on pages **4-6** to indicate that the item being bid is exactly as specified. All **no** responses shall be explained in detail on an attached sheet. Bids will be accepted for consideration on any make or model that is equal or superior to the specifications.

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

In accordance with the provisions of Sections 16-6-101, 16-6-102 and 16-6-106 Volume 3, Title 9 of the Wyoming Compiled Statutes, 1977, preference is hereby given to resident Wyoming Contractors and to materials, supplies, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by competitors outside the state. Bidders claiming preference must submit evidence of WY residency as defined in WY Statute Section 16-6-101.

The offer made herein shall be binding for 30 days after the date of bid opening.

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

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

All material provided under this bid shall be new and unused. Bid documents may be obtained from:

City of Cody  
P.O. Box 2200  
1338 Rumsey Avenue  
Cody, Wyoming 82414  
(307) 527-7511

Bids are to be sealed and addressed to the City of Cody, 1338 Rumsey Avenue, P.O. Box 2200, Cody, Wyoming 82414 and shall be marked "**BID NO. 2014-09, (1) NEW 2014 OR NEWER FRONT END LOADER**" on the outside of the envelope.

The sealed bids must be returned to the City of Cody no later than, **2:15 p.m. on 7/15/14**. The bid opening will be held at that time at City Hall. The City reserves the right to reject any and/or all bids and further reserves the right to waive any informalities if deemed in the best interest of the City.

Bid Proposal Form  
 City of Cody, Wyoming  
**Bid # 2014-09 (1) New 2014 or Newer Front End Loader**

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

The undersigned Bidder agrees to provide **(1) New 2014 or NEWER FRONT END LOADER**, free and clear of all liens of any kind, pursuant to the specifications and invitation to bid. The bid will include a trade-in value for a **2003 John Deere 544H Front End Loader S/N 587126**. The bid price shall be F.O.B. City of Cody Vehicle Maintenance Shop located at 119 19<sup>th</sup> St. Cody, WY 82414.

Bid Schedule	Quantity	Unit	Total Price
Bid for:			\$ _____
Less trade if any:			\$( _____ )
Net Total Bid:			\$ _____
Buy Back Option – 2 Years/1,000 Hours:			\$ _____
Buy Back Option – 3 Years/1,500 Hours			\$ _____

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

The offer made herein shall be binding for 30 days after the date of bid opening.

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

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

Date \_\_\_\_\_

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Typed or Printed Name

\_\_\_\_\_  
 Company

\_\_\_\_\_  
 Mailing Address

\_\_\_\_\_  
 E-mail address

**City of Cody**  
**Specifications Bid # 2014-09**  
**(1) New 2014 or Newer Front End Loader**

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

<b>A. GENERAL</b>	<b>YES</b>	<b>NO</b>
1. 2014 or Newer Front End Wheel Loader.	___	___
2. OPERATING WEIGHT: 27,000 Min.	___	___
3. COUNTER WEIGHTS: Cast rear bumper with integral draw bar.	___	___
 <b>B. ENGINE</b>		
1. Six cylinder, four cycle, turbo-charged diesel engine.	___	___
2. HORSE POWER: 141 net peak HP at factory setting.	___	___
3. ENGINE HEATER: 110 volt coolant block heater.	___	___
4. EMISSIONS: Certified Tier 4 emissions compliant.	___	___
5. AIR CLEANER: Dry type dual element w/restriction sensor and in cab restriction indicator.	___	___
6. OIL FILTER: Full flow spin on oil filter and cooler.	___	___
7. ANTI-FREEZE: -34* antifreeze with extended life protection.	___	___
8. FUEL FILTER: Dual stage fuel filter and water separator.	___	___
9. FUEL SYSTEM: Electronically controlled fuel delivery system.	___	___
10. FUEL TANK: 90 gallon min.	___	___
11. ENGINE ACCESS: Service doors must provide full access from both sides.	___	___
12. FAN: Automatic reversing fan with manual over-ride.	___	___
 <b>C. POWER TRAIN</b>		
1. TRANSMISSION: Torque converter, "power shift" type transmission.	___	___
2. Four speed forward and three speed reverse w/auto and manual shift modes.	___	___
3. Steering column mounted shift lever with gearshift F-N-R and lock.	___	___
4. TIRES: 20.5R25	___	___

<b>D. ELECTRICAL SYSTEM</b>	<b>YES</b>	<b>NO</b>
1. BATTERY: Maintenance free Heavy-duty with a min of 950 CCA.	_____	_____
2. ALTERNATOR: (24) volts, 100 amp minimum.	_____	_____
3. LIGHTS: Two driving lights, four front and two rear work lights, turn signals and flashers, LED stop and tail lights.	_____	_____
4. Electric horn and automatic reverse warning alarm.	_____	_____
5. Master battery disconnect switch.	_____	_____
6. Amber rotating beacon light.	_____	_____
7. "Radio ready" 10 amp converter w/12 volt power port.	_____	_____
8. AM/FM/WB Radio	_____	_____
 <b>E. OPERATOR'S STATION</b>		
1. Full ROPS cab, A/C, heater, defroster, front and rear windshield washers w/ intermittent wipers and safety glass.	_____	_____
2. Outside (2) and inside (1) rear view mirrors.	_____	_____
3. High back, air suspension, cloth covered, fully adjustable seat w/armrests and seat belt.	_____	_____
4. Rubber floor mat.	_____	_____
5. Tilt Steering column.	_____	_____
 <b>F. HYDRAULICS</b>		
1. Three function hydraulic valve with single lever joystick control and auxiliary lever for third function.	_____	_____
2. Spin on hydraulic filters and hydraulic oil cooler.	_____	_____
3. Hydraulic ride control.	_____	_____
4. Automatic return to dig control.	_____	_____
 <b>G. INSTRUMENTATION</b>		
1. Unit must be equipped with; Fuel, volt meter, engine coolant temperature, transmission oil temperature and engine oil pressure gauges/warning lights.	_____	_____
2. Visual sight gauges for hydraulic oil and engine coolant.	_____	_____
3. Hour meter and tachometer.	_____	_____
4. Audible and visual warnings for engine oil pressure, brake pressure, coolant and transmission oil temperatures.	_____	_____
 <b>H. DIFFERENTIAL</b>		
1. Locking differential.	_____	_____

**I. BUCKET & LOADER LINKAGE**

**YES NO**

- 1. JRB 2.75 yard, general purpose \_\_\_\_\_
- 2. JBR coupler to accommodate JBR bucket. \_\_\_\_\_
- 3. Z-Bar loader linkage. \_\_\_\_\_

**J. MISCELANEOUS**

- 1. Dealer order form showing all equipment being bid. \_\_\_\_\_
- 2. The successful bidder shall also agree to provide all transportation and travel expenses from the City of Cody to the bidder's place of business for all warranty work that the City may require on the vehicle. \_\_\_\_\_

**OPTIONAL TRADE-IN**

The City of Cody may choose, at its sole discretion, to trade-in a **2003 John Deere 544H Front End Loader S/N 587126.**

Trade-in shall be in "AS IS" condition at the time of the bid opening. This loader will be available for inspection, upon request, at the Cody City Shop located at 119 19<sup>th</sup> St. between the hours of 8:00 AM and 3:30 PM Monday through Friday. Bidder shall state the amount of allowance to be deducted from the bidder's proposal on the attached Bid Proposal Form should the City of Cody select this option.

**The successful bidder must notify the City of Cody in writing, with an order confirmation when the order has been placed with the factory.**

# Employment Agreement

## Introduction

This Agreement, is made and entered into as of the date signed below by and between the City of Cody, Wyoming, a municipal corporation, hereinafter called "Employer" and Barry Cook hereinafter called "Employee" an individual who has the education, training and experience in local government management and, who agrees to join ICMA within six months of when this agreement commences, and agrees to be subject to the ICMA Code of Ethics, both of whom agree as follows:

## Section 1: Term

This agreement shall go into effect, and the duties of Employee and Employer as described in this agreement shall commence on or before August 25, 2014.

**Pursuant to Charter Ordinance 2007-01, THIS POSITION SHALL BE AT-WILL. THE EMPLOYER MAY TERMINATE THE EMPLOYEE AT ANY TIME, WITH OR WITHOUT CAUSE, and Employee shall not be entitled to any right to employment by Employer after such termination.**

## Section 2: Duties and Authority

Employer agrees to employ Barry Cook as City Administrator to perform the functions and duties specified in the City Administrator Position Description, the City of Cody Charter Ordinance 2007-01, and Sections 1-7C-2 and 1-7C-3 of the City of Cody code. Employee shall attend all City Council meetings and work sessions unless he receives prior consent from the Mayor or, in the Mayor's absence, the Council President, or in the absence of the Council President then the Vice President. In the event that Employee cannot attend a council meeting or work session, or if Employee is going to be out of town at any time during business hours, he shall notify the members of the governing body and the department heads, and make arrangements to appoint someone to act as acting City Administrator in his absence. Employee shall perform other legally permissible and proper duties and functions as assigned by the Governing Body.

## Section 3: Compensation

A. Base Salary: Employer agrees to pay Employee an annual salary of \$106,000 (one hundred six thousand and no/100 dollars) payable in installments at the same time that the other employees of the Employer are paid. Employer may adjust the compensation, salary and benefits from time to time depending on the City's budget and financial considerations.

B. This agreement shall be deemed amended to reflect any salary adjustments approved by employer to Employee's compensation.

C. Consideration shall be given on an annual basis to increase compensation. Employer shall provide to Employee an annual cost of living adjustment on the same basis as provided to other City employees. This provision shall not be construed in any manner to require the City to provide Employee with an increase in compensation at any time.

#### **Section 4: Health, and Life Insurance Benefits**

Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, and comprehensive medical insurance for the Employee and his dependents equal to that which is provided to all other employees of the City of Cody.

#### **Section 5: Vacation and Sick Leave**

A. Employee shall have 80 hours (ten days) of vacation leave annually beginning his first year of employment, unless otherwise modified through mutual agreement of Employee and Employer. **This provision shall not be construed as modifying the at-will status of Employee, and shall not be construed to imply a term of Employment other than at-will.**

Employee shall accrue sick leave at the same rate as other employees according to the City Personnel and Policy Manual.

B. In the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued but unused leave as of the last day of employment pursuant to the City of Cody personnel and policy manual.

#### **Section 6: Automobile**

The Employer agrees to pay to the Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of \$4800 per year, payable in monthly installments, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. The Employee shall be responsible for paying for liability, property damage, insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, fueling, maintenance, repair, and regular replacement of said vehicle. Employee shall insure that the insurance coverage includes coverage for liability arising from work related accidents. Employee shall not use a City owned vehicle for travel unless he receives prior authorization from the Mayor, or in the Mayor's absence, from the Council President.

#### **Section 7: Retirement**

A The Employer agrees to enroll the Employee into the applicable State of Wyoming retirement system and to make all the appropriate contributions on the Employee's behalf in the same manner as provided for other City of Cody employees.

#### **Section 8: General Business Expenses**

The following expenses shall be subject to amounts budgeted by the City for such expenses. This provision shall not be construed to guarantee a specific amount, or any amount available for the following expenses. The Governing Body shall retain full authority to allocate and budget amounts deemed appropriate for such expenses, taking into consideration other factors, such as changes in City revenues and expenses.

A. The Employer agrees to budget for and to pay for such professional dues and subscriptions which the Employee and Employer deem necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer. Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.

B. Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the Wyoming Association of Municipalities, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member. Employee's expenditures shall be subject to the limitations imposed on other City employees as described in the City of Cody Personnel and Policy Manual.

C. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer agrees to budget for reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs or organizations. The clubs, groups or organizations which the Employee joins and for which the Employer pays shall be subject to approval by the Mayor and Council.

D. The Employee acknowledges that purchases of alcoholic beverages are not eligible for reimbursement from the Employer.

E. Any and all expenses for which Employee seeks reimbursement shall be submitted to the Mayor, or in the absence of the Mayor, to the Council President, or in the absence of the Council President, then to the Council Vice President, for review and approval prior to reimbursement by the Employer.

### **Section 9: Termination**

For the purpose of this agreement, termination shall occur when:

A. The majority of the governing body votes to terminate the Employee at a duly authorized public meeting. Nothing in this agreement, including the term described in Section 1, shall be construed to prevent, limit or otherwise interfere with Employer's ability to terminate this contract at any time subject only to the provisions in Section 10.

B. If the Employer, citizens or Wyoming State legislature acts to amend any provisions of the City of Cody charter including Charter Amendment Section 2007-01 in a manner that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.

C. If the Employee resigns at the request of the Employer the Employee may declare a termination as of the date of the resignation. For purposes of this section, the term "Employer" shall mean a majority of the Governing Body, or the Mayor, acting at the request or direction of a majority of the Governing Body.

## **Section 10: Severance**

A. Subject to the limitations described below, a severance shall be paid to the Employee when employment is terminated as defined in Section 9.

B. Except as provided in subsection "D" below, if the Employee is terminated, the Employer shall provide a severance payment equal to four months of salary at the current rate of pay, based on the base salary described in Section 3.A. This severance shall be paid in a lump sum unless otherwise agreed to by the Employer and the Employee.

C. The Employee shall also be compensated for all accrued but unused leave as of the last date of employment according to the City of Cody Personnel and Policy Manual and is also eligible for sick leave buyout according to the Manual.

D. If the Employee is terminated because of any intentional wrong doing, malfeasance, dishonesty, gross negligence, criminal conduct, or willful or wanton conduct, then the Employer is not obligated to pay the severance under this section and is also not obligated to buy out Employee's sick leave.

## **Section 11: Resignation**

In the event that the Employee voluntarily resigns his position with the Employer, the Employee shall provide a minimum of 45 days notice unless the parties agree otherwise.

## **Section 12: Performance Evaluation**

Employer shall at a minimum annually review the performance of the Employee by no later than April 1 of each calendar year, subject to a process, form, criteria, and format for the evaluation which shall be determined by the Employer.

## **Section 13: Hours of Work**

The employment provided for by this Agreement shall be the Employee's sole employment. The Governing Body must approve any outside compensated work by Employee. Employee shall establish an appropriate work schedule, recognizing that Employee must devote a great deal of time outside the normal office hours of business for the Employer, This provision is subject to the duties of the Employee as described in this contract, the city of Cody Code, and the Charter Ordinance, and Employee shall ensure that the work schedule he establishes will be adequate to timely, professionally and competently complete the duties of the position.

**Section 14: Residence:** Employee shall reside within the city limits of the city of Cody, or within five miles of the city limits, unless Employee receives authorization from the governing body.

## **Section 15: Indemnification**

To the extent allowed by law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Administrator to the same extent that Employer indemnifies other City of Cody employees. Employer's indemnification obligation for Employee will be consistent with its obligation to other City employees, and with the Wyoming Governmental Claims Act, the Wyoming Constitution, and Employer's liability coverage. Nothing in this Agreement shall

be construed to expand such obligation, or create additional rights of indemnification for Employee. The indemnification described in this section shall not apply to any act or omission involving intentional wrong doing, malfeasance, dishonesty, gross negligence, criminal conduct, or willful or wanton conduct. Employee recognizes that Employer shall have the right to compromise, and settle any claim or suit.

**Section 16. Other Terms and Conditions of Employment**

The Employer shall fix any such other reasonable terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Cody Charter ordinance, and the Position Description.

**Section 17: Notices** Notice pursuant to this Agreement shall be given by delivering such notice in person, or by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

1. Mayor, City of Cody, Wyoming, P.O. Box 2200, Cody, WY 82414, with a copy to Administrative Services Director, City of Cody, P.O. Box 2200, Cody, WY 82414.
2. EMPLOYEE: Barry Cook\_\_\_\_\_.

Notice shall be deemed given as of the date of personal delivery or as the date of delivery of such written notice via the United States Postal Service, certified mail, return receipt requested.

**Section 18: General Provisions**

A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

B. Effective Date. This Agreement shall become effective on the 25th day of August, 2014.

C. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

D. The Employee shall be subject to the City of Cody Personnel and Policy Manual. To the extent there is any inconsistency or conflict between the provisions of this contract and the City of Cody Personnel and Policy Manual, the provisions of this contract shall control.

E. Nothing in this Agreement shall be construed as a waiver by the City of Cody of its governmental immunity, and the City specifically reserves the right to assert immunity as a

defense to any action arising under this Agreement. The City does not waive its rights, defenses and limitations under the Wyoming Governmental Claims Act.

**Section 19: Moving Expenses**

Employer shall reimburse Employee up to \$7,000 (seven thousand and no/ 100 dollars) for the expenses of moving Employee and his family and personal property from Green River, Wyoming to Cody, Wyoming upon employment, subject to the conditions and limitations described in this section. Any and all moving expenses incurred by Employee in excess of \$7,000 shall be the sole responsibility of Employee. Moving expenses include packing, moving, storage costs, unpacking, meals and motels in transit and insurance charges. Expenses will be reimbursed upon Employee providing receipts showing the moving expenses incurred.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Barry Cook

Dated this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
NANCY TIA BROWN, MAYOR

ATTEST:

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

MEETING DATE: AUGUST 5<sup>TH</sup>, 2014  
DEPARTMENT: ADMINISTRATIVE SERVICES  
PREPARED BY: ANNALEA AVERY,  
ADMINISTRATIVE ANALYST  
DEPT. DIR. APPROVAL: \_\_\_\_\_  
CITY ADM. APPROVAL: \_\_\_\_\_

## **AGENDA ITEM SUMMARY REPORT**

### **Request for a New Restaurant Liquor License**

#### **BACKGROUND**

Ana Isalas dba El Vaquero is applying for a new restaurant liquor license.

#### **SUMMARY**

El Vaquero was previously owned and operated with a liquor license under Antonio Jurado and was located at 2425 Big Horn Ave. Ana Isalas has applied for a new restaurant liquor license for this restaurant. The application is complete and the advertising fee has been paid. If approved, the license fee must be paid before the license can be issued.

#### **FISCAL IMPACT**

If approved, the City will receive a license fee of \$1000.00 and an annual renewal fee of \$1000.00

#### **ALTERNATIVES**

At its discretion the City may approve or deny the application under Wyoming State Statutes Title 12.

#### **RECOMMENDATION**

Approve the application for a new restaurant liquor license from Ana Isalas dba El Vaquero

#### **ATTACHMENTS**

1. Application for a new restaurant liquor license.

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

1. Ana Isalas 307-250-2058

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

# FOR NEW LICENSES AND TRANSFER LICENSE AND/OR PERMIT APPLICATION FOR LIQUOR, COUNTY MALT BEVERAGE, LIMITED, WINERY OR MICROBREWERY

**To be completed by the City, Town or County Clerk:**

Date Filed: 6, 30, 14

	Annual Fee	Prorated Fee
Basic Fee:	\$ <u>1000.00</u>	\$ _____
Add'l Dispensing Room Fee:	\$ _____	\$ _____
Transfer Fee:	\$ _____	\$ _____
Total License Fee Collected	\$ _____	\$ _____
Publishing Fee Collect:	\$ <u>260.00</u>	\$ _____

Required Attachments Received: Yes

Advertising Dates(4): 7/23 & 7/30/14

Hearing Date: 8, 5, 2014

Local Licensing Number: \_\_\_\_\_

For the license term: 8, 6, 2014  
Month Day Year

Through: 7, 31, 2015  
Month Day Year

**A copy must be immediately forwarded to:**  
State of Wyoming Liquor Division  
6601 Campstool Rd.  
Cheyenne WY 82002-0110

Formerly Held by: \_\_\_\_\_

Applicant: Ana Islas

Trade Name (dba): EL VAQUERO

Premise Address: 2425 BIG HORN AVE  
Number & Street

CODY WY 82414 PARK  
City State Zip County

Mailing Address: 2425 BIG HORN AVE  
Number & Street or P.O. Box

CODY WY 82414  
City State Zip

Business Telephone Number: (307) 250 2058

Fax Number: Temp. (307) 221 2538

E-Mail Address: \_\_\_\_\_

**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.**

<b>FILING FOR</b> <input checked="" type="checkbox"/> NEW <input type="checkbox"/> TRANSFER LOCATION <input type="checkbox"/> TRANSFER OWNERSHIP	<b>TYPE OF LICENSE OR PERMIT</b> (CHOOSE ONLY ONE) <input type="checkbox"/> RETAIL LIQUOR LICENSE <input type="checkbox"/> on-premise only <input type="checkbox"/> off-premise only <input type="checkbox"/> combination on/off premise <input checked="" type="checkbox"/> RESTAURANT LIQUOR LICENSE <input type="checkbox"/> RESORT LIQUOR LICENSE <input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT <input type="checkbox"/> VETERANS CLUB <input type="checkbox"/> FRATERNAL CLUB <input type="checkbox"/> GOLF CLUB <input type="checkbox"/> SOCIAL CLUB <input type="checkbox"/> MICROBREWERY <input type="checkbox"/> WINERY <input type="checkbox"/> BAR AND GRILL	To Assist the Liquor Division with scheduling inspections:  <b>DO YOU OPERATE?</b> <input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec) <input type="checkbox"/> SEASONAL/PART-TIME (specify months of operation) from _____ to _____ DAYS OF WEEK (e.g. Mon through Sat) <u>Tuesday - Sunday</u> HOURS OF OPERATION (e.g. 10a - 2a) <u>7:AM - 8:00 PM</u>
<b>FILING IN</b> (CHOOSE ONLY ONE) <input checked="" type="checkbox"/> CITY OF <u>CODY</u> <input type="checkbox"/> COUNTY OF _____	<input type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)	
<b>FILING AS</b> (CHOOSE ONLY ONE) <input checked="" type="checkbox"/> INDIVIDUAL <input type="checkbox"/> LLC <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP <input type="checkbox"/> CORPORATION <input type="checkbox"/> LTD PARTNERSHIP <input type="checkbox"/> ASSOCIATION <input type="checkbox"/> ORGANIZATION		

1. Location of License:

(a) Give a description of the dispensing room and state where it is located in the building (e.g. 10x12 room in SE corner of 1st floor of building). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: If **Winery** or **Microbrewery**, also list manufacturing facility. W.S. 12-4-102(a)(i): (Please submit a drawing of dispensing room)

9x9 Room on East Side of Bldg

(b) Do you have an additional dispensing room?  YES  NO If yes, provide description and location:

(c) Provide the legal description and the zoning of the site where the applicant will conduct business:

WY2, EY2, SEY4, SWY4, Sec 28, T53N, R101W, 6th Pm, Park Co WY  
zoned D-3

2. Do you W.S. 12-4-103 (a) (iii):

(1) **OWN** the building in which sales room is located?  YES (own)  
 (2) **LEASE** the building in which sales room is located?  YES (lease)

(A) **DATE** lease expires 9/1/2015 located on page 1 paragraph 2 of lease document.

(B) Provision for **SALE** of alcoholic or malt beverages located on page \_\_\_\_\_ paragraph \_\_\_\_\_ of lease.

**NOTE:** Attach a true copy of the lease to application. Lease MUST contain provision for SALE OF ALCOHOLIC or MALT BEVERAGES and be valid THROUGH the TERM OF THE LICENSE W.S. 12-4-103(a)(iii).

3. Have you already assigned, leased, transferred or do you intend to assign, lease, transfer, contract or in any other manner agree with any person or firm other than yourself as licensee to operate and assert control or partial control of the license and the licensed room to carry on the licensed liquor business?

4. 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 therewith:
- 

5. Does applicant have any interest or intent to acquire an interest in any other retail liquor license to be issued by this licensing authority? W.S. 12-4-103(b)  YES  NO
- If "YES", explain: \_\_\_\_\_

6. Is applicant a mayor, member of a city or town council, or member of the board of county commissioners within the jurisdiction of this licensing authority? W.S. 12-4-103(a)(i)  YES  NO

7. Is applicant employed by the State, City or Town, or County as a law enforcement officer, or hold office as a law enforcement officer through election? W.S. 12-4-103(a)(ii)  YES  NO

**RESTAURANT OR BAR AND GRILL LICENSE: Complete questions 8(a) and 8(b):**

8. (a) Have you submitted a valid food service permit upon application?  YES  NO  
W.S. 12-4-407(a) W.S. 12-4-413(a)
- (b) Was your dispensing room for alcoholic and/or malt beverages in existence and open for consumption purposes prior to February 1, 1979? W.S. 12-4-410(b)  YES  NO  N/A

**RESORT LICENSE: Complete questions 9(a) through 9(c):**

9. (a) Is the actual valuation of the resort complex 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) Does the resort complex 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) Does the resort complex include motel or hotel accommodations with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii)  YES  NO

**MICROBREWERY AND/OR WINERY LICENSE: Complete questions 10 through 11:**

10. Is premise to be co-existent with a retail, restaurant, resort or bar and grill liquor license? W.S. 12-4-412(b)(iii)  YES  NO

If "YES", please specify type:  Microbrewery  Winery  Retail  
 Restaurant  Resort  Bar & Grill:

11. (a) Do you self distribute your products?  YES  NO
- (b) Do you distribute your products through an existing malt beverage wholesaler?  YES  NO

**ORGANIZATION AND/OR CLUB LICENSE: Complete questions 12 through 15 as applicable:**

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

- (a) The name and address of the grand lodge or national organization is: \_\_\_\_\_
- (b) Does lodge or fraternal organization hold a charter from a national organization or national grand lodge?  YES  NO
- (c) Has the fraternal organization been actively operating in at least thirty-six (36) states?  YES  NO
- (d) Has the fraternal organization been actively in existence for at least twenty (20) years?  YES  NO

**13. VETERANS CLUBS** W.S. 12-1-101(a)(iii)(A):

- (a) The name and address of the National Veterans organization is: \_\_\_\_\_
- (b) Has the Veteran's organization been chartered by the Congress of the United States for patriotic, fraternal or benevolent purposes?  YES  NO
- (c) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary?  YES  NO

**14. SOCIAL CLUBS** W.S. 12-1-1 (a)(iii)(E):

- (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 the local licensing authority and the Wyoming Liquor Division?  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?  
**(THE PETITION MUST BE ATTACHED TO APPLICATION)**  YES  NO
- (i) Have you filed with the licensing authority and the Wyoming Liquor Division a detailed statement of your activities during the preceding year which were undertaken or furthered in pursuit of the objectives of the club, along with an itemized statement expended for such activities?  YES  NO

**15. GOLF CLUBS** W.S. 12-1-101(a)(iii)(D):

- (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

**16. (a) If applicant is an Individual or Partnership:** State the name, date of birth and residence of each applicant or partner, if the application is made by more than one individual or by a partnership.

**If the application is for a Club:** State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip	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 checked="" type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
ANA M. ISLAS				YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	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"/>
				NO <input type="checkbox"/> YES <input type="checkbox"/>	NO <input type="checkbox"/> YES <input type="checkbox"/>	NO <input type="checkbox"/> YES <input type="checkbox"/>
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				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				NO <input type="checkbox"/> YES <input type="checkbox"/>	NO <input type="checkbox"/> YES <input type="checkbox"/>	NO <input type="checkbox"/> YES <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"/>
				NO <input type="checkbox"/> YES <input type="checkbox"/>	NO <input type="checkbox"/> YES <input type="checkbox"/>	NO <input type="checkbox"/> YES <input type="checkbox"/>

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

**(b) If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of 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"/>
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						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	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.)

**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.

Before Me, Cynthia Baker, (specify)  
(Printed name of Notary or other officer authorized to administer oaths)

Park a Notary Public, Officer authorized to administer oaths in and for  
County, State of Wyoming, personally appeared

Ara Islas name he/she being first duly sworn  
(Insert Names)

by me upon his oath, says that the facts alleged in the foregoing instrument are true.

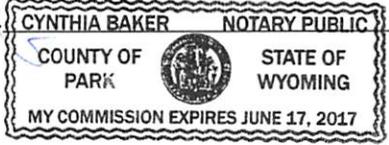
(Seal)

1. Ara Su. Gilos

2. \_\_\_\_\_

3. \_\_\_\_\_

My Commission expires: 6/17/17

4. 

Witness my hand and official seal:

Cynthia Baker  
(Notary Public or other officer authorized to administer oaths)

Title Notary

Dated: 7/2/14

**REQUIRED ATTACHMENTS:**

- (a) Attach any lease agreements W.S. 12-4-103 (a) (iii).
- (b) If the building is not in existence, an architect's drawing or suitable plans of the room and the premises to be licensed must be attached W.S. 12-4-102 (a) (i).
- (c) A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (v).
- (d) Restaurant or Bar & Grill Liquor License applicants must include a copy of the CURRENT food service permit W.S. 12-4-407 (a) or 12-4-413 (a).
- (e) Include a drawing of the dispensing room W.S. 12-5-201 (a).
- (f) Check or bank draft as payment for the application and publishing the notice of application (Direct billing is permissible for publication fees) W.S. 12-4-101-4 (a).
- (g) 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).

**ADVERTISING REQUIREMENTS W.S. 12-4-104(a):**

When an application for a license, permit, renewal or any transfer of location or ownership thereof has been filed with a licensing authority, the clerk shall promptly prepare a notice of application, place the notice conspicuously upon the premises shown by the application as the proposed place of sale and public the notice in a newspaper of local circulation once a week for four (4) consecutive weeks. The notice shall state that a named applicant has applied for a license, permit, renewal or transfer thereof, and that protests against the issuance, renewal, or transfer of the license or permit will be heard at a designated meeting of the licensing authority.

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct.:		

# LEASE AGREEMENT

June 1<sup>st</sup> 2014

This is a binding contract between Ana Islas the leasee and Lester Santos the leaser.

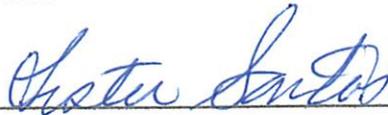
This lease includes all restaurant equipment and decorations , including signage and name owned by Santos Enterprises LLC. Ana Islas, will lease these items including the restaurant space located at 2425 Big Horn Ave From June 1<sup>st</sup> 2014 to August 1<sup>st</sup> 2015 for the monthly fee of \$950.00 this does not include utilities. Ana Islas will be responsible for the Energy West monthly bill for his portion of the building (on a separate meter) and half of the City of Cody monthly bill (which is shared by Santos Furniture)

Santos Enterprise LLC will keep the restaurant equipment running in good order. Ana Islas will take care of this equipment, keeping filters clean, etc. as to avoid abuse.

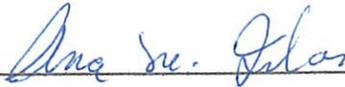
It is understood that Ana will have a liquor license on the premises for the full term of the lease.

Date signed; June 3<sup>rd</sup> 2014

Lester Santos



Ana Islas



WDA-17A  
04/2k

WYOMING DEPARTMENT OF AGRICULTURE

CHEYENNE, WYOMING 82002

RECEIPT NUMBER

FD 047222

FOOD LICENSE



Account # 13622/13622-1

*Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.*

EL VAQUERO  
2425 BIG HORN AVE  
CODY, WY 82414

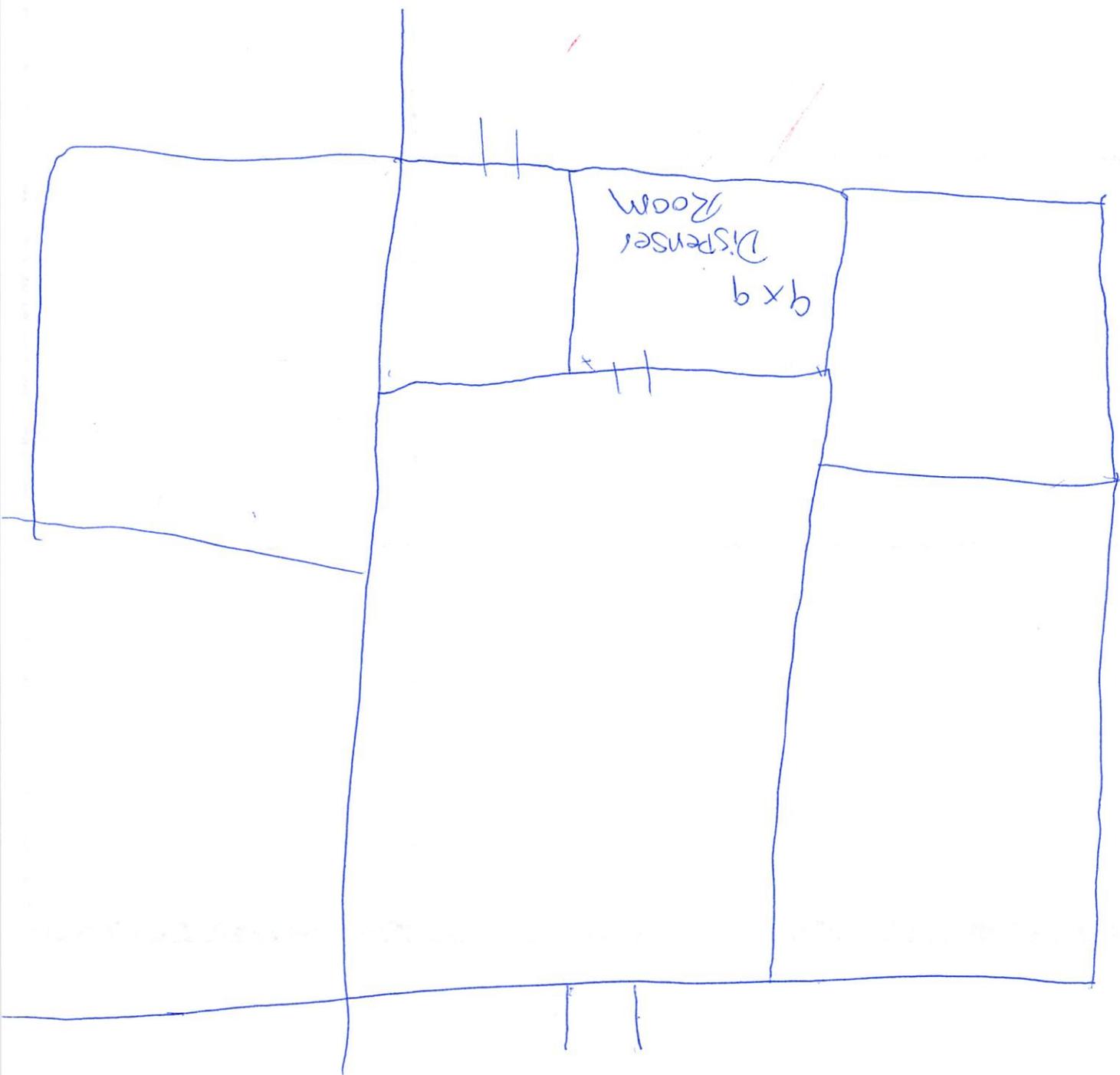
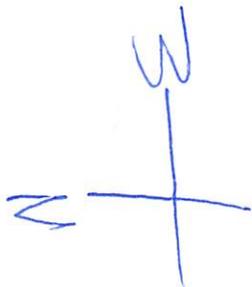
Expiration Date: 6/18/2015

A handwritten signature in cursive script, reading "Jason Farnsworth".

Director of Agriculture

Equal Opportunity in Employment and Services

pxp donate test



← Big Horn Ave →

**WELLS  
FARGO**

Wells Fargo Bank  
1825 17<sup>th</sup> Street  
Cody, WY 82414  
307-587-9542  
June 30, 2014

Cody City Hall

To whom it may concern:

This is a notice to verify that Ana M. Islas, owner of the company under the name El Vaquero Restaurant, has an active Business Checking account relationship with Wells Fargo Bank. The Checking account number is [REDACTED] and may be verified as open and active by calling the Wells Fargo office referenced above.

Respectfully,

A handwritten signature in black ink, appearing to be 'Juan J. Arbizu', written over a horizontal line. The signature is stylized with a large loop at the end.

Juan J. Arbizu  
Store Manager  
Wells Fargo Bank

MEETING DATE: AUGUST 5, 2014  
DEPARTMENT: PUBLIC WORKS  
PREPARED BY: STEPHEN PAYNE, PE  
DEPT. DIR. APPROVAL: Step  
CITY ADM. APPROVAL: \_\_\_\_\_  
PRESENTED BY: STEPHEN W. PAYNE, PE

## **AGENDA ITEM SUMMARY REPORT**

### **LORAN CASEY REQUEST FROM COUNCIL TO EITHER ACCEPT THAT PAYMENT HAS BEEN MADE FOR SEWER CONNECTION OR WAIVE FEE**

#### **ACTION:**

Authorize staff to allow connection to City sewer for 1702 31<sup>st</sup> Street taking the word of the occupant that payment has been made, waive fee or sponsor fee.

#### **SUMMARY:**

On July 29, 2014 a Mr. Loran Casey requested permission to tie into the City sewer at 1702 31<sup>st</sup> Street. He claimed that his father paid all SID fees and all connection fees (Plant Investment Fees) for sewer in 1988. County records show the parcel addressed as 1702 is owned by Carmen Dickson. Staff agrees that all SID fees have been paid, but despite a research of our files by two separate members we were unable to find payment for sewer plant investment fees. Staff did find proof of payment from many others on the street for that time frame.

Staff advised Mr. Loran that staff could not authorize connection to City sewer unless he was able to provide proof of payment or Council authorized the connection based on his word payment had been made or unless Council waived the fee. Staff advised Mr. Loran that the Administrative Services Division could work out a payment plan with him if the Council did not waive or sponsor the fees.

#### **FISCAL IMPACT**

The cost of the sewer plant investment fee is \$500.00 for the plant investment fee and \$15 for the inspection fee.

#### **ALTERNATIVES**

1. Agree that payment has been made based on Mr. Lorans word.
2. Waive or Sponsor Fees.
3. Deny request and authorize Administrative Services to enter into a payment plan with Mr. Loran.

#### **RECOMMENDATION**

Staff recommends that the Council deny the request and authorizes Administrative Services to enter into a payment plan with Mr. Loran.

#### **ATTACHMENTS**

None

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

Mr. Casey Loran 1702 31<sup>st</sup> Street, Cody, Wyoming 82414

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

MEETING DATE:	AUGUST 5, 2014
DEPARTMENT:	CITY PLANNER
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____
PRESENTED BY:	TODD STOWELL

## **AGENDA ITEM SUMMARY REPORT**

### **The Preliminary and Final Plats of the Franzen Minor Subdivision**

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

Approve the preliminary plat and final plat of the Franzen Minor Subdivision, with conditions.

#### **SUMMARY**

Franzen, LLC, as property owner, has submitted the preliminary and final plat applications for a two-lot subdivision known as the Franzen Minor Subdivision. The 9.7-acre property is located between Big Horn Avenue on the north and Cougar Avenue on the south, west of 33<sup>rd</sup> Street. The property is currently vacant and zoned D-3 (Open Business/Light Industrial).

The Planning and Zoning Board has reviewed the preliminary and final plats and recommends that they be approved, along with variances to waive the alley requirement and a waiver for the construction of Cougar Avenue, subject to future participation in a local improvement district for the installation of the street, curb, gutter, sidewalk, and streetlights. The Board noted that there are no alleys in the adjacent subdivisions to tie into and that the lots are sufficiently large that all alley purposes could be accommodated within the lots themselves. In the case of Cougar Avenue, Board members noted that it made more sense to construct this section in conjunction with the frontage of other properties to the east and west once the road and accompanying storm water system had been designed. (They did request that the City immediately start to investigate the formation of an improvement district for Cougar Avenue, but that is technically another discussion.)

The preliminary plan shows how both lots will be served with city sewer, domestic water, power, and telecommunications, and raw water. An irrigation system is planned to utilize the water rights within the lots, so there is no transfer of water rights necessary. Some utility services are needed. The developer is responsible for installing an underground electrical extension to both lots, accompanying telecommunication lines, a raw water line to Lot 2, a sewer service for Lot 1, and a gas service to Lot 2, as all noted on the final plat (Note 3).

The Planning and Zoning Board recommendation included several conditions related to modifications to the drawings. As those modifications have been made, only a few conditions remain applicable.

The criteria for granting subdivision variances are noted here:

*B. Variances: If during the approval process of a proposed subdivision it can be shown 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 where the subdivider can show that variances will make a greater contribution to the intent and purpose of this title, the commission and council may, upon written request and proper justification, grant a*

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

*variance to this title so that substantial justice may be done and the public interest secured; provided, that any such variance will not have the effect of nullifying the intent and purpose of this title.*

**RECOMMENDATIONS:**

Preliminary Plat:

Approve the preliminary plat for the Franzen Minor Subdivision, subject to the following conditions:

1. Correct the location of the proposed TCT cable to be in the relocated utility easement.
2. Provide one mylar and one paper copy of the corrected preliminary plat.

Final Plat:

Approve the final plat for the Franzen Minor Subdivision, subject to the following conditions:

1. Add right-of-way dedication language to the Certificate of Dedication. (*Relates to dedication of the 15-foot radius at the intersection of Cougar and 33<sup>rd</sup>.*)
2. Due to the relocation of the utility easement to the west side of the raw water easement, provide 10' wide utility easements across the raw water easement as necessary for the planned TCT and Energy West service extensions.
3. The letter from Cody Canal indicates that they claim a historical right to run return flows along the north side of the property. Add a note disclosing this claim to the final plat.
4. The newly added utility easement on the east side of Lot 1, if needed (*it is not needed for city utilities but could be used for franchise utilities*) should be widened at the common property line to provide a continuous 15-foot width (account for offset).
5. Payment of applicable utility fees is to occur prior to the mayor signing the final plat.
6. Submit two mylar originals for city signatures.

**ATTACHMENTS:**

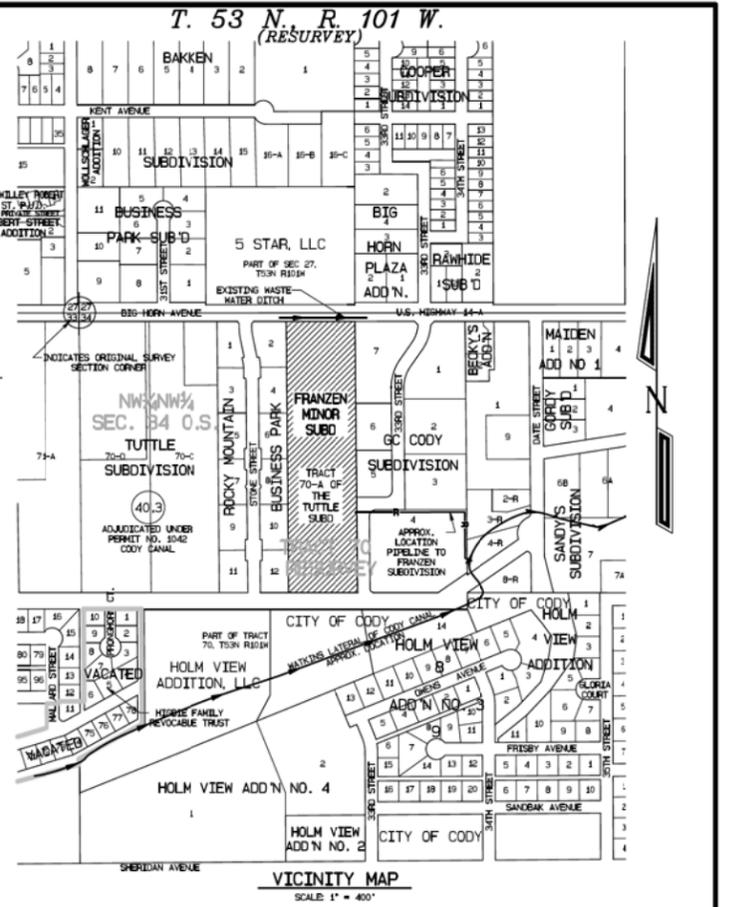
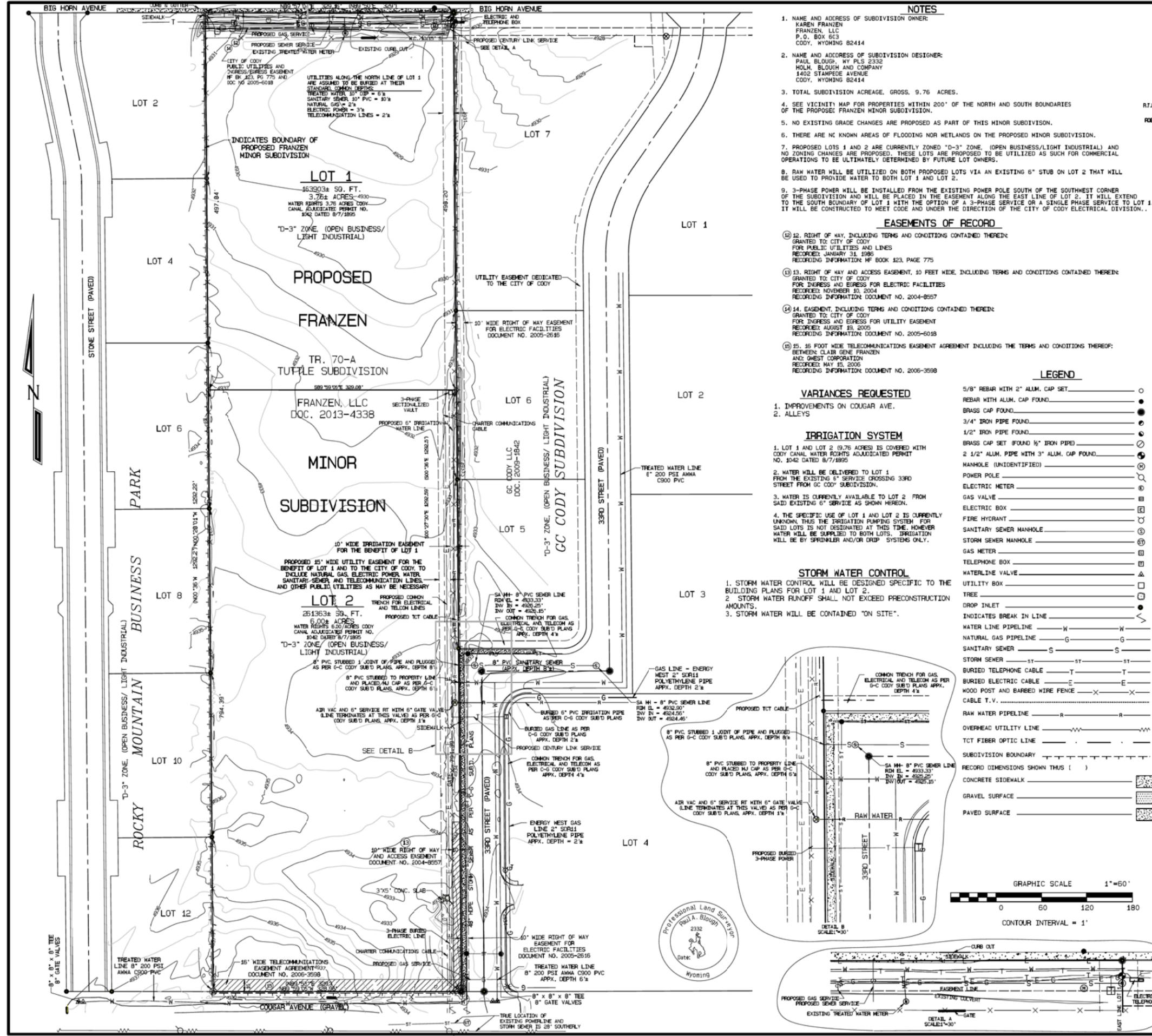
Preliminary Plat and Final Plat

Letter from Cody Canal Irrigation District

**AGENDA & SUMMARY REPORT TO:**

Paul Blough

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



**LEGEND**

- 5/8" REBAR WITH 2" ALUM. CAP SET
- REBAR WITH ALUM. CAP FOUND
- BRASS CAP FOUND
- 3/4" IRON PIPE FOUND
- 1/2" IRON PIPE FOUND
- BRASS CAP SET (FOUND 1/2" IRON PIPE)
- 2 1/2" ALUM. PIPE WITH 3" ALUM. CAP FOUND
- MANHOLE (UNIDENTIFIED)
- POWER POLE
- ELECTRIC METER
- GAS VALVE
- ELECTRIC BOX
- FIRE HYDRANT
- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- GAS METER
- TELEPHONE BOX
- WATERLINE VALVE
- UTILITY BOX
- TREE
- DROP INLET
- INDICATES BREAK IN LINE
- WATER LINE PIPELINE
- NATURAL GAS PIPELINE
- SANITARY SEWER
- STORM SEWER
- BURIED TELEPHONE CABLE
- BURIED ELECTRIC CABLE
- WOOD POST AND BARBED WIRE FENCE
- CABLE T.V.
- RAIN WATER PIPELINE
- OVERHEAD UTILITY LINE
- TCT FIBER OPTIC LINE
- RECORD DIMENSIONS SHOWN THUS ( )
- CONCRETE SIDEWALK
- GRAVEL SURFACE
- PAVED SURFACE

**GRAPHIC SCALE** 1"=60'  
0 60 120 180  
CONTOUR INTERVAL = 1'

**DETAIL A SCALE: 1"=30'**

**DETAIL B SCALE: 1"=30'**

**Professional Land Surveyor**  
Paul A. Blough  
2332  
Cody, Wyoming

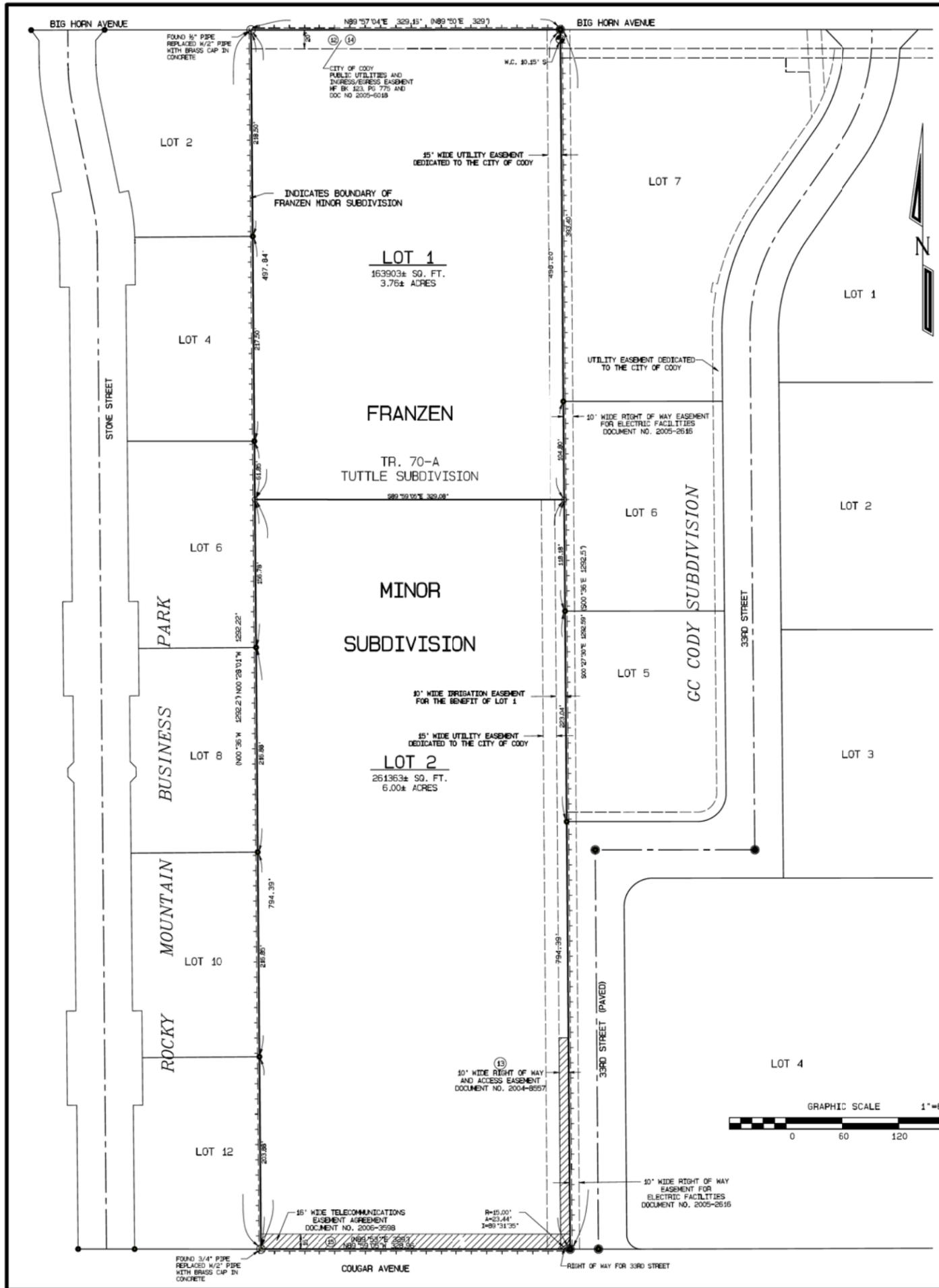
**FRANZEN, LLC**  
CODY, WYOMING

CONCEPTUAL AND PRELIMINARY PLAT SHOWING  
**FRANZEN MINOR SUBDIVISION**  
BEING A RESUBDIVISION OF TR. 70-A OF THE TUTTLE SUBDIVISION WITHIN THE CITY OF CODY AND LOCATED IN TRACT 70, T. 53 N., R. 101 W. 6TH P.M. (RESURVEY), PARK COUNTY, WYOMING

HOLM, BLOUGH AND COMPANY  
Consulting Engineers & Land Surveyors  
1402 Stamped Ave.  
Cody, Wyoming 82414 (307) 587-6281

BOOK 345  
SUBDIVISION 2014-14-089-14-09-14-99 SUBD 2014

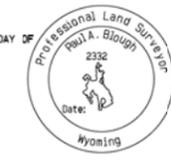
REVISION DATE  
ORIGINAL 30-MAY-2014



**CERTIFICATE OF SURVEYOR**

STATE OF WYOMING } SS  
COUNTY OF PARK

I, PAUL A. BLOUGH, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF WYOMING BY REGISTRATION NUMBER 2332 HEREBY CERTIFY:  
THAT FROM MAY 13, 2014 THROUGH MAY 16, 2014, THE "FRANZEN MINOR SUBDIVISION" SHOWN HEREON WAS SURVEYED UNDER MY DIRECTION.  
THAT THE LAND SURVEYED IS CORRECTLY DESCRIBED IN THE OWNER'S CERTIFICATE OF DEDICATION, AND THIS PLAT ACCURATELY SHOWS THE CORRECT LOCATION AND DIMENSIONS OF SAID SUBDIVISION.  
THAT THE REQUIREMENTS OF W.S. 35-11-101 THROUGH 35-11-110 WERE COMPLIED WITH AND MONUMENTS AND LOT CORNERS SHOWN AND DESCRIBED HEREON WERE ACTUALLY SET.  
THAT ALL ELEMENTS OF THE SURVEY CLOSE TO AN ACCURACY OF ONE PART IN FIVE THOUSAND OR BETTER AND DIMENSIONS ARE GIVEN IN FEET AND DECIMALS OF A FOOT. ANY SURPLUS OR DEFICIENCY IS DISTRIBUTED UNIFORMLY IN PROPORTION TO THE MEASUREMENTS SHOWN ON THIS PLAT.  
THAT THE CITY OF CODY DATUM WHICH IS BASED ON THE WYOMING COORDINATE SYSTEM NAD 83/93 WEST CENTRAL ZONE WAS USED AS THE BASIS OF BEARING FOR ALL BEARINGS SURVEYED AND SHOWN ON THIS PLAT.



IN WITNESS WHEREOF I HAVE SET MY HAND AND SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2014 A.D.

HOLM BLOUGH AND COMPANY  
BY: PAUL A. BLOUGH (AGENT)  
WYOMING REGISTRATION NO. L.S. 2332

STATE OF WYOMING } SS  
COUNTY OF PARK

THE FOREGOING CERTIFICATE WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2014 A.D.  
WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC:  
MY COMMISSION EXPIRES: \_\_\_\_\_

**EASEMENTS OF RECORD**

- 12. RIGHT OF WAY, INCLUDING TERMS AND CONDITIONS CONTAINED THEREIN: GRANTED TO CITY OF CODY FOR PUBLIC UTILITIES AND LINES RECORDED JANUARY 31, 1999 RECORDING INFORMATION: MF BOOK 123, PAGE 775
- 13. RIGHT OF WAY AND ACCESS EASEMENT, 10 FEET WIDE INCLUDING TERMS AND CONDITIONS CONTAINED THEREIN: GRANTED TO CITY OF CODY FOR INGRESS AND EGRESS FOR ELECTRIC FACILITIES RECORDED NOVEMBER 10, 2004 RECORDING INFORMATION: DOCUMENT NO. 2004-8957
- 14. EASEMENT, INCLUDING TERMS AND CONDITIONS CONTAINED THEREIN: GRANTED TO CITY OF CODY FOR INGRESS AND EGRESS FOR UTILITY EASEMENT RECORDED AUGUST 19, 2005 RECORDING INFORMATION: DOCUMENT NO. 2005-6048
- 15. 15 FOOT WIDE TELECOMMUNICATIONS EASEMENT AGREEMENT INCLUDING THE TERMS AND CONDITIONS THEREOF: BETWEEN CLAIR GENE FRANZEN AND GREST CORPORATION RECORDED MAY 15, 2006 RECORDING INFORMATION: DOCUMENT NO. 2006-3598

**VARIANCES GRANTED**

- 1. ALLEY REQUIREMENT.
- 2. CONSTRUCTION OF COUGAR AVENUE SUBJECT TO PARTICIPATION IN A FUTURE IMPROVEMENT DISTRICT. (SEE CERTIFICATE OF DEDICATION)

**NOTES**

- 1. AN ON-SITE STORM WATER CONTROL PLAN SHALL BE PROVIDED IN CONJUNCTION WITH THE DEVELOPMENT OF EACH LOT, SUCH THAT THE AMOUNT OF RUNOFF WATER DOES NOT EXCEED PRE-DEVELOPMENT CONDITIONS. SAID PLAN SHALL BE SHOWN ON THE SITE PLAN ON APPLICATION FOR A BUILDING PERMIT.
- 2. THE CITY OF CODY SURVEY CONTROL NETWORK IS THE BASIS OF BEARING FOR THE FRANZEN SUBDIVISION.
- 3. IMPROVEMENTS FOR THIS SUBDIVISION NECESSARY TO PROVIDE UTILITY SERVICES TO BOTH LOTS ARE THE RESPONSIBILITY OF THE DEVELOPER AND ARE TO BE COMPLETED PRIOR TO ISSUANCE OF A BUILDING PERMIT. AT THE TIME OF THIS SUBDIVISION REQUIRED IMPROVEMENTS INCLUDE AN UNDERGROUND ELECTRICAL EXTENSION WITH ACCOMPANYING TELECOMMUNICATION LINES, A RAW WATER LINE TO LOT 1 & A SEWER SERVICE FOR LOT 1 AND A GAS SERVICE TO LOT 2.

**LEGEND**

- 5/8" REBAR WITH 2" ALLUM. CAP SET ○
- REBAR WITH ALLUM. CAP FOUND ●
- BRASS CAP FOUND ●
- 2 1/2" ALLUM. PIPE WITH 3" ALLUM. CAP FOUND ●
- BRASS CAP SET (FOUND 1/2" IRON PIPE) ●
- INDICATES BREAK IN LINE - - - - -
- BOUNDARY OF FRANZEN MINOR SUB'D - - - - -

**APPROVALS**

**CITY PLANNING AND ZONING BOARD**  
APPROVED AS OF THE \_\_\_\_ DAY OF \_\_\_\_\_, 2014 BY THE CITY PLANNING AND ZONING BOARD OF CODY, WYOMING.

CHAIRMAN \_\_\_\_\_

**CITY COUNCIL APPROVAL**  
APPROVED AS OF THE \_\_\_\_ DAY OF \_\_\_\_\_, 2014 BY THE CITY COUNCIL OF CODY, WYOMING.

MAYOR - NANCY TIA BROWN \_\_\_\_\_

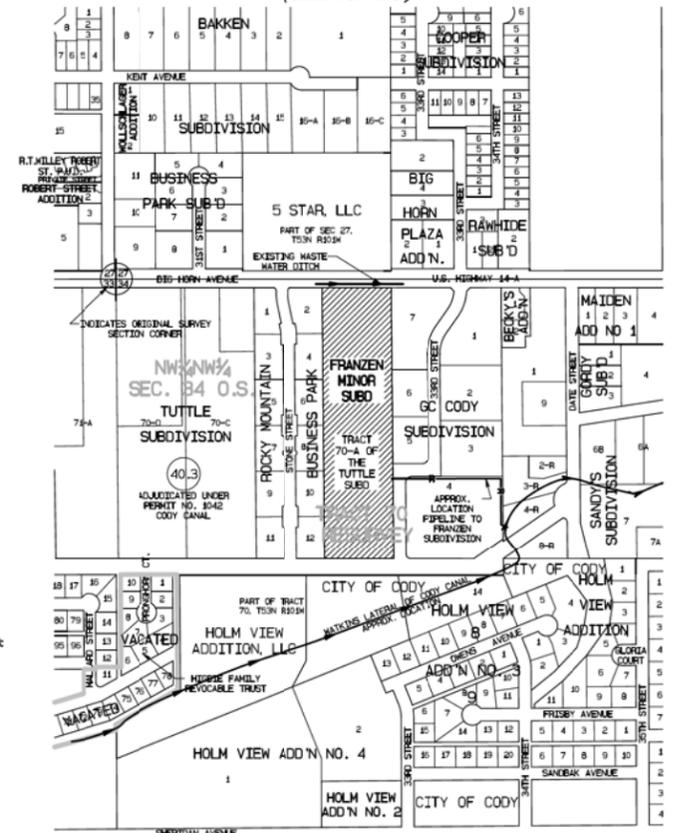
ATTEST: \_\_\_\_\_  
ADMINISTRATIVE SERVICES OFFICER

**RECORDER'S ACCEPTANCE**

THIS PLAT WAS FILED FOR THE PUBLIC RECORD IN THE OFFICE OF THE CLERK, PARK COUNTY, WYOMING, AT \_\_\_\_ O'CLOCK \_\_\_\_ M. ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2014 A.D., AND IS DULY RECORDED UNDER DOCUMENT NUMBER \_\_\_\_\_ IN PLAT CABINET \_\_\_\_ AT PAGE \_\_\_\_.

JERRI TORCZON  
PARK COUNTY CLERK  
BY: \_\_\_\_\_  
DEPUTY

**T. 53 N., R. 101 W.  
(RESURVEY)**



**CERTIFICATE OF DEDICATION**

STATE OF WYOMING } SS  
COUNTY OF PARK

I, THE UNDERSIGNED, HEREBY CERTIFY THAT FRANZEN, LLC IS THE OWNER AND PROPRIETOR OF THE FOLLOWING DESCRIBED PROPERTY, AS TRANSCRIBED FROM THAT QUITCLAIM DEED RECORDED AS DOCUMENT NUMBER 2013-4338 IN THE DEED RECORDS ON FILE IN THE OFFICE OF THE PARK COUNTY CLERK AND RECORDER:

TRACT 70A OF THE TUTTLE SUBDIVISION IN TRACTS 70 AND 71, T. 53 N., R. 101 W., 6TH P.M., PARK COUNTY, WYOMING, ACCORDING TO THE PLAT OF SAID SUBDIVISION FILED IN THE OFFICE OF THE COUNTY CLERK OF PARK COUNTY, WYOMING.

THAT FRANZEN, LLC HAS CAUSED SAID PROPERTY TO BE SURVEYED AND PLATTED AS SHOWN HEREON AS THE "FRANZEN MINOR SUBDIVISION" LOCATED WITHIN THE CITY OF CODY; THAT THE SUBDIVISION AS APPEARS ON THIS PLAT IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER AND PROPRIETOR; AND THAT WE HEREBY DEDICATE AND SET APART THE TEN (10) FOOT WIDE IRRIGATION EASEMENT ALONG THE EAST LINE OF LOT 2 FOR THE USE AND BENEFIT OF LOT 1 AND THE UTILITY EASEMENTS SHOWN HEREON ALONG WITH OTHER EASEMENTS AND PURPOSES SO NOTED HEREON TO THE CITY OF CODY FOR THE PUBLIC USE. WE HEREBY RELEASE AND RELINQUISH ALL RIGHTS OF HOMESTEAD.

I, THE UNDERSIGNED, ALL HEIRS AND/OR ASSIGNS ARE PROPONENTS FOR PARTICIPATING IN THE SUBDIVISION OF THE ABOVE DESCRIBED PROPERTY; AND BY THESE PRESENTS, WE THE UNDERSIGNED, ALL HEIRS AND/OR ASSIGNS OF LOT 2 DO HEREBY AGREE TO PROMOTE AND PARTICIPATE IN AN IMPROVEMENT DISTRICT FOR THE CONSTRUCTION OF COUGAR AVENUE TO CITY STREET STANDARDS WITH CURB, GUTTER, SIDEWALK AND STREET LIGHTS WHEN DEEMED NECESSARY BY THE CITY OF CODY AND FURTHER, THAT THIS LICENSE WAS CONTAINED IN EACH AND ALL CONVEYANCES FOR LOT 2.

IN WITNESS WHEREOF WE HAVE HEREIN SET OUR HANDS THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2014.

BY: \_\_\_\_\_  
FRANZEN, LLC  
BY KAREN L. FRANZEN, OPERATING MANAGER

STATE OF WYOMING } SS  
COUNTY OF PARK

THE FOREGOING CERTIFICATE OF DEDICATION WAS ACKNOWLEDGED BEFORE ME BY KAREN L. FRANZEN THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2014. WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

FRANZEN, LLC  
CODY, WYOMING  
**FINAL PLAT SHOWING**  
**FRANZEN MINOR SUBDIVISION**  
BEING A RESUBDIVISION OF TR. 70-A OF  
THE TUTTLE SUBDIVISION WITHIN THE  
CITY OF CODY AND LOCATED IN  
TRACT 70, T. 53 N., R. 101 W. 6TH P.M.  
(RESURVEY), PARK COUNTY, WYOMING



HOLM, BLOUGH AND COMPANY  
Consulting Engineers & Land Surveyors  
1402 Stampede Ave.  
Cody, Wyoming 82414 (307) 587-6281

BOOK: 345	FILE: 2014-14-0891-14-89 SUBD.D
REVISION	DATE
ORIGINAL	30-MAY-2014

**ORDINANCE NO. 2014-12**

**AN ORDINANCE REPEALING TITLE 9, CHAPTER 3, SECTIONS 1 AND 2, CONTRACTOR'S LICENSE OF THE CITY OF CODY MUNICIPAL CODE**

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

Title 9, Chapter 3, Sections 1 and 2, CONTRACTOR'S LICENSE, is repealed in its entirety.

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

PASSED ON FIRST READING: July 16, 2014  
PASSED ON SECOND READING: \_\_\_\_\_  
PASSED ON THIRD READING: \_\_\_\_\_

\_\_\_\_\_  
Nancy Tia Brown, Mayor

Attest:

\_\_\_\_\_  
Cynthia Baker  
Administrative Services Director

**ORDINANCE NO. 2014-13**

**AN ORDINANCE ENACTING TITLE 9, CHAPTER 3, SECTIONS 1 AND 2, CONTRACTORS LICENSE, OF THE CODY CITY CODE.**

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

Title 9, Chapter 3, Sections 1 and 2, entitled Contractor's License, are in their entirety, hereby enacted and effective as of August 26, 2014.

**Chapter 3  
CONTRACTOR'S LICENSE**

**9-3-1: REQUIRED; EXCEPTIONS; LICENSING CATEGORIES:**

**9-3-2: APPLICATION; APPLICATION FEE; APPLICATION FOR REEXAMINATION:**

**9-3-3: TERM OF LICENSE; INITIAL AND RENEWAL FEES; EXPIRED LICENSE NOT TO BE RENEWED:**

**9-3-4: GROUNDS AND PROCEDURE FOR SUSPENSION OR REVOCATION OF LICENSE; EFFECTS THEREOF:**

**9-3-5: INSURANCE REQUIRED:**

**9-3-6: PERSONS EXCLUDED FROM REQUIREMENTS OF CHAPTER:**

**9-3-1: REQUIRED; EXCEPTIONS; LICENSING CATEGORIES:**

It shall be unlawful for any person to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, do electrical, plumbing or mechanical work in or on any building or structure within the city unless the person is licensed in the particular contracting category under the provisions of this chapter, or except as otherwise provided in this chapter.

A property owner who is not a licensed contractor may be issued permits to construct, enlarge, alter, repair, move, improve, remove, convert, demolish, do electrical, plumbing or mechanical work in, on or for a single-family dwelling provided that such work is to be performed by the property owner who resides on the property or intends to reside on the property. Proof of residency or proof of intent to reside on a property where the building has not yet been completed shall be provided by filing an affidavit signed under oath by the property owner performing the work, on a form provided by the city. A person permitted to work on a single-family dwelling pursuant to this section may also work on a garage (whether attached or detached) and other private accessory buildings on the same lot as the residence. Providing an affidavit with false information, or failing to comply with an affidavit provided pursuant to this section is a misdemeanor punishable by a fine of not more than seven hundred fifty dollars (\$750.00).

No owner shall be granted more than two (2) permits in any five (5) years for the construction of a new single-family dwelling. Where an owner is granted such a permit, all elements shall be inspected and comply fully with the current codes as herein adopted.

Decorators, painters, carpet, flooring and tile layers, wallpaperers, drapers, sign painters and those involved in nonstructural maintenance work are specifically excluded from the provisions of this section.

Class A Contractor – Two (2) categories:

Category 1: General Building Contractor "A" or "B" contractor's license, as defined by the Wyoming Trades Certification Program sponsored by the Wyoming Association of Municipalities (WAM) or the National Standard Exams as given by the

International Code Council (ICC), shall be required of persons engaged in the commercial construction contracting business. The General Building Contractor "A" or "B" contractor's license shall license persons to perform construction contracting for either Commercial or Residential construction.

Category 2: Residential Contractor "C" contractor's license, as defined by the Wyoming Trades Certification Program sponsored by the Wyoming Association of Municipalities (WAM) or the National Standard Exams as given by the International Code Council (ICC), shall be required of persons engaged in the residential construction contracting business. The Residential Contractor "C" contractor's license shall limit persons to perform construction contracting to Residential construction.

Class B: A class B contractor's license shall be required of persons engaged in construction contracting work of electrical, plumbing, HVAC, fire suppression/sprinkler system installation, low voltage electric installation/telecommunications, refrigeration and elevator installation. Permits shall be obtained from the city for work regulated by the international codes adopted in this chapter.

Class C: A class C contractor's license shall be required of all other persons engaged in the contracting business. These include framers, fencing installers, demolition, drywall, stucco/plaster, acoustical t-bar, insulation, masonry, concrete, landscaping/sprinkler systems, glass/glazing, stove installation, steel fabrication and erection, water conditioning, siding, roofing, rebar installers, commercial railing fabricators/installers, sheet metal fabricators, conveyor system installers, asbestos abatement, ground stabilization/mud jacking, sign/awning installers.

"Construction contracting" as used herein shall include the erection, construction, assembling, enlarging, structurally altering, moving, removing, demolishing and doing electrical, plumbing or mechanical work in or on any building or structure regulated by the city.

### **9-3-2: APPLICATION; APPLICATION FEE; APPLICATION FOR REEXAMINATION:**

Class A Licensee: Any person desiring to be licensed as a Class A licensee, Category 1 or Category 2, shall fully complete the City of Cody Contractor's License Application form, provide proof of experience as required in said application form, show proof of passing the General Contracting (Building Construction) Examination of the Wyoming Trades Certification program as sponsored by the Wyoming Association of Municipalities and make written application to the contractors' examination board. The application fee shall be as established by the Building Official and approved by the governing body. Such fee shall accompany the application and is nonrefundable.

Class B Licensee: Any person desiring to be licensed as a class B licensee shall complete the City of Cody Contractor's License Application form, provide proof of experience as required in said application form, show proof of passing the Examination of the Wyoming Trades Certification program as sponsored by the Wyoming Association of Municipalities, for the trade for which licensure is sought, and make written application to the contractors' examination board. The application fee shall be as established by the Building Official and approved by the governing body. Such fee shall accompany the application and is nonrefundable.

Class C Licensee: Any person desiring to be licensed as a class C licensee shall complete the City of Cody Contractor's License Application form, provide proof of experience as required in said application form in the area of applicable work and make written application to the contractors' examination board. The application fee shall be as established by the Building Official and approved by the governing body. Such fee shall accompany the application and is nonrefundable.

All Class A, Class B and Class C license applicants shall be interviewed in person by the Building Official or may, with advance permission of the Building Official, be interviewed by telephone. Any such person shall present to the Building Official proof of their qualifications, and may be required to appear before the board. Any person who fails to pass the prerequisite qualification may make reapplication after expiration of a thirty (30) day period and upon payment of additional application fee.

If a Class A, Class B or Class C license is needed for work to begin prior to the next contractors' board meeting, the Building Official may issue a conditional license if he/she determines that all requirements for licensing appear to be met. The board will review the application at the next regularly scheduled meeting. A conditional license shall expire on the date of the next regularly scheduled meeting of the contractors' board and the granting of a conditional license shall not be construed as an assurance, promise or guarantee that the contractors' board will approve the application.

Appeals from any action of the board shall be submitted to the governing body.

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

PASSED ON FIRST READING:	<u>July 16, 2014</u>
PASSED ON SECOND READING:	_____
PASSED ON THIRD READING:	_____

\_\_\_\_\_  
Nancy Tia Brown, Mayor

Attest:

\_\_\_\_\_  
Cynthia Baker  
Administrative Services Director

MEETING DATE:	AUGUST 5, 2014
DEPARTMENT:	CITY PLANNER
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____
PRESENTED BY:	TODD STOWELL

**AGENDA ITEM SUMMARY REPORT**  
**An Ordinance Adopting Provisions for Accessory Dwelling Units.**  
**Ordinance 2014-08**

**ACTION:**

Second Reading of Ordinance 2014-08 to adopt provisions for accessory dwelling units.

**BACKGROUND:**

After passing Ordinance 2014-08 at first reading, the City Council directed that a subcommittee of Council and Planning and Zoning Board members review the draft ordinance. The subcommittee has completed their assignment and presents the attached changes to the ordinance for consideration. The attached version includes red “track changes” formatting, which identifies proposed language with underlining, and deleted language with strike through.

Procedurally the City Council needs to consider the recommended modifications to the ordinance as an amendment to proposed Ordinance 2014-08.

Other than some formatting/wording clarifications, the proposed changes to the ordinance include:

1. Deleting the requirement that there be a “non-monetary benefit” when establishing an accessory dwelling unit in the Residential AA zoning district.
2. Requiring a Special Use Permit process to establish an accessory dwelling unit in the Residential AA zoning district, which process would include public notice and a hearing before the Planning and Zoning Board for the purpose of determining if additional protections (beyond those specified by ordinance) are needed to avoid negative impacts to neighboring properties. The Board would have authority to approve, deny, or approve with conditions.
3. Deleting the requirement for an annual certification of compliance from the property owner.
4. Deleting the “after-the-fact” notice to neighbors that would have informed them of the requirements of the accessory dwelling unit permit.

**FISCAL IMPACT**

If the ordinance is approved as is, a fee schedule should be established to recover costs associated with the review. However, that would be a separate action.

**ALTERNATIVES**

Accept or reject the modifications to the ordinance recommended by the subcommittee; and, Approve, table, or deny the ordinance.

**RECOMMENDATION**

Amend Ordinance 2014-08 as recommended by the subcommittee; and, approve Ordinance 2014-08 as amended.

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

**ATTACHMENTS**

Ordinance 2014-08, with changes recommended by the subcommittee.

**AGENDA & SUMMARY REPORT TO:**

N/A

## ORDINANCE 2014-08

### AN ORDINANCE ADOPTING PROVISIONS FOR ACCESSORY DWELLING UNITS BY AMENDING CITY OF CODY CODE TITLE 10, CHAPTERS 1 AND 7 THROUGH 11.

WHEREAS, in response to a number of inquiries from property owners desiring to establish accessory dwelling units, a subcommittee of Planning and Zoning Board members and city staff researched the topic and drafted new definitions and regulations to specifically address the topic;

WHEREAS, the Planning and Zoning Board reviewed the draft definitions and regulations, and at their February 25, 2014 meeting directed modifications and made a recommendation that the City Council consider adoption of those draft definitions and regulations pertaining to accessory dwelling units;

WHEREAS, a properly advertised public hearing was held by the City Council on June 17, 2014;

WHEREAS, after considering public comment and the Planning and Zoning Board recommendation, the City Council has determined that it is in the best interest of the public to adopt the accessory dwelling unit regulations and associated definitions.

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

##### **SECTION 1:**

Chapter 1, Definitions, of Title 10, Zoning Regulations, is hereby amended to add the following definitions:

**Accessory Dwelling Unit (ADU):** “Accessory Dwelling Unit” (ADU) is an independent, self-contained dwelling unit within or attached to a single-family dwelling or building accessory thereto. An ADU that complies with the zoning ordinance is considered a separate land use for purposes of zoning definition and classification, such that it shall not individually constitute a single-family dwelling or cause a single-family dwelling in which it is located to be considered a two-family dwelling (duplex), as the ADU is clearly subordinate to the primary dwelling unit, both in use and appearance. Mobile homes, manufactured homes, recreational vehicles and temporary structures shall not be used as Accessory Dwelling Units.

**Dwelling:** “Dwelling” means a building, structure, or portion thereof, designed or used exclusively for residential occupancy. Dwellings are further classified by the number of dwelling units (e.g. two-family dwelling) and configuration (attached or detached).

**Dwelling Unit:** “Dwelling Unit” means a single residential unit providing complete and independent living facilities for one or more persons living as a single household, including lawful facilities for cooking, eating, sleeping and sanitation reserved solely for the occupants thereof.

##### **SECTION 2:**

The definition of “Dwelling, One-Family Detached” as found in Chapter 1, Definitions, of Title 10, Zoning Regulations, is hereby amended to read as follows:

**Dwelling, One-Family Detached:** A building containing one dwelling unit; or, a building containing one dwelling unit and an accessory dwelling unit.

##### **SECTION 3:**

Chapter 11, Restrictions and Limitations, of Title 10 City of Cody Code is renamed to Chapter 11, Supplemental Development Standards.

##### **SECTION 4:**

A new section, 10-11-2, Accessory Dwelling Units, is added to Title 10 Chapter 11, Supplemental Development ~~Standards~~Regulations, as follows:

**10-11-2 Accessory Dwelling Units. (ADUs)** Accessory dwelling units established in conformance with the provisions of this section may be allowed as specified by the applicable zoning district. An application demonstrating compliance with the requirements of this section must be submitted for review and approval.

A. An accessory dwelling unit, where permitted, may be located only in one of the following manners:

1. Within a detached single-family dwelling, either initially at time of construction, or anytime thereafter.
2. Within an addition to a detached single-family dwelling.
3. Above or within a residential garage or other building accessory to a detached single-family dwelling.
4. Within an accessory building on the same parcel as a detached single-family dwelling unit.

B. Development standards. Accessory Dwelling Units (ADUs) shall comply with the following development standards, in addition to those of the specific zoning district in which the property is located.

1. Lot Area, Dwelling Size, and Density. The minimum lot size required for an accessory dwelling unit (ADU) is 7,000 square feet. Accessory dwelling units are not subject to the minimum dwelling size requirement of the zoning ordinance and are not included in the density calculations (“lot area per family”) for a lot.
2. Number. Only one accessory dwelling unit (ADU) per lot may be permitted and the ADU must be accessory to a detached single-family dwelling. A lot already occupied by two or more dwellings is not permitted to have an accessory dwelling unit.
3. Height and Setbacks. A single-story ADU that does not exceed fifteen feet in building height is subject to the setback standards applicable to private garages. ADU structures that are taller than fifteen feet in building height shall conform to setback standards applicable to a primary residence.
4. Lot coverage. The footprint of a proposed building containing an ADU that is structurally detached from the primary residence may cover up to 20% of the lot.
5. Living Area. The total living area of an ADU may not exceed seventy-five percent of the living area of the primary dwelling, or 800 square feet, whichever is less, with the following exception: When the ADU will be located on one level of an existing house (e.g. basement) and it is not readily-feasible to utilize the area remaining on that level as part of the primary dwelling-limit the ADU to a portion of that level, then the reviewing official may authorize the ADU to occupy the entire level, full level may be utilized by the ADU. Qualification for such exception shall be determined by the City Planner.

For ADU-related purposes, living area is calculated by excluding the following from the gross square footage of the building:

- a. The exterior walls;
  - b. Garages;
  - c. Basements with less than 6’8” ceiling height; and,
  - d. Other areas with ceiling height less than five feet.
6. Type of Construction. All ADUs are to be of conventional site-built construction and meet the requirements of the adopted building code for residential dwellings. Mobile homes, manufactured homes, recreational vehicles and temporary structures shall not be used as ADUs.
  7. Bedrooms. An ADU may not contain more than two bedrooms/sleeping areas.
  8. Parking. An ADU must have a minimum of one off-street parking space, when located outside of the downtown parking district. The required parking space shall meet the standards of Chapter 10-16, Off Street Parking. Any required existing parking may not be displaced by the ADU, unless such parking is replaced elsewhere on the lot.
  9. Entrances. Within the Residential AA zoning district, only one entrance may be located on the front face of the primary dwelling unit (house). Entrances set back at least twelve feet from the nearest portion of the front of the house are not considered to be on the front face.
  10. Owner Occupancy. Within the Residential AA and A zoning districts, the owner of the property must utilize the primary dwelling unit or ADU as their primary residence. ~~The units –the dwellings~~ shall not both be occupied unless this is the case. Prior to the issuance of a building permit to establish an accessory dwelling unit in the AA or A zone, the property owner ~~shall is to~~ record a deed restriction or notice with the Park County Clerk’s office to this effect. The document must be approved by the City prior to recording in a form prescribed by the City and

include a description of the location and size of the ADU, and a commitment to abide by the owner-occupancy requirement.

~~In addition, within the Residential AA zoning district, occupancy of the ADU by other than the property owner is limited to a person, and their household, that provides or receives a direct non-monetary benefit to/from the property owner, such as a personal caregiver, groundskeeper, housekeeper, nanny, relative, or house guest. Notice of this restriction is to be included in the deed restriction noted above.~~

~~Written certification of ongoing compliance with this requirement must be provided annually to the Community Development office, if applicable.~~

11. Short term rental. An ADU may be utilized as a short term rental when located in a zoning district that permits short term rentals, provided applicable short term rental requirements are met.

12. Utilities. Both the primary dwelling and the ADU must be connected to public sewer and public water, and be served with a functional fire hydrant meeting applicable requirements for distance to the dwellings.

13. Any home occupation within an ADU shall be limited to the home occupation standards of the Residential AA district.

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

#### ~~C. Neighbor Notice:~~

~~Upon authorization of an Accessory Dwelling Unit, notice of the project and applicable requirements of this section must be provided to owners of all private land within seventy(?) feet of the subject property by USPS first class mail. The owner is to certify to the City that the notice was sent prior to commencing use of the ADU.~~

C. Special Use Permit Required in Residential AA Zoning District. Authorization to establish an ADU within the Residential AA zoning district may be granted by the Planning, Zoning, and Adjustment Board (Board), pursuant to the following Special Use Permit process.

1. Purpose. The purpose of the Board review is to promote the highest level of compatibility possible between the ADU and any neighboring Residential AA lands, by identifying any potential negative impacts and determining if additional protections are needed to avoid or mitigate those impacts to an acceptable level.

2. Public Hearing. The Board shall conduct a public hearing to obtain information pertaining to the request and the suitability of the project as proposed.

3. Notice. Notice of the public hearing shall be given at least ten (10) days prior to the hearing by publication in the city's official newspaper and by USPS first class mail to the owners of all properties within 140 feet of the subject property. The notices must identify the date, time, location, and purpose of the public hearing. The person sending the notices by mail shall complete an affidavit of mailing which identifies the document, the property owners to which it was sent, and the date mailed.

4. Authority. The Board shall have authority to approve, deny, or approve with conditions the ADU application. Conditions may be imposed to address concerns related to compatibility of use, architecture, solar access, privacy, parking, and other impacts identified through the review process. Conditions may include but are not limited to modifying the location, orientation, and architecture of the proposed ADU; requiring screening (walls, fencing, vegetation); requiring additional parking; and restricting the duration of the permit. If conditions or restrictions of an ongoing nature are set for the ADU, such conditions shall be identified in the deed restriction/notice required under section 10-11-2(B)(10). If conditions cannot be developed to sufficiently mitigate adverse impacts to a level determined acceptable by the Board and agreeable to the applicant, the application shall be denied.

#### **SECTION 5:**

Add a new Section 10-7A-1(F) to City of Cody Code, as follows:

“Accessory Dwelling Unit, subject to Section 10-11-2.”

*(Note: This adds Accessory Dwelling Units to the Residential AA zoning district, which also makes them permitted in the A, B, C, F-2, T, RR, D-1, D-2, and D-3 zoning districts.)*

#### **SECTION 6:**

**EFFECTIVE DATE.** That this Ordinance shall become effective after final passage and publication in the Cody Enterprise.

#### **SECTION 7:**

**SEVERABILITY.** Should any portion of this ordinance be found for any reason to be

unconstitutional, unlawful, or otherwise void or unenforceable, the balance of the ordinance shall be severable therefrom, and shall survive such declaration, remaining in full force and effect.

PASSED ON FIRST READING:

June 17, 2014

PASSED ON SECOND READING:

\_\_\_\_\_

PASSED, ADOPTED AND APPROVED ON  
THIRD AND FINAL READING:

\_\_\_\_\_

\_\_\_\_\_  
Nancy Tia Brown, Mayor

ATTEST:

\_\_\_\_\_  
Cynthia Baker, Administrative Services Director