

REVISED

City of Cody City Council
AGENDA

Tuesday, April 7, 2015 – 7:00 p.m. (Pre-Meeting to begin at 6:30 p.m.)
Meeting Place: City of Cody Council Chambers – 1338 Rumsey Avenue, Cody, WY

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

Arbor Day Proclamation

1. Consent Calendar

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

- a. Approval of Minutes: Special Meeting Minutes from 3/26/15 and 3/30/15 and Regular Meeting Minutes from 3/17/15.
- b. Approval of vouchers and payroll in the amount of \$718,603.95.
- c. Authorize the Mayor to enter into an agreement between the City of Cody and JL Engineering to provide professional services for the design, bid, build and construction administration for the Park Shop floor renovation for an amount not to exceed \$53,870 contingent upon review and approval by the City Attorney.
- d. Designate the house located at 1374 Rumsey Avenue as surplus and authorize staff to proceed with the bid process for its removal.
- e. Declare the Galaxy Radar Trailer asset ID #1.001170 as junk and authorize the disposal of the unit as scrap metal.
- f. Approve the partial vacation of a storm drainage and utility easement located on Lot 12 of the Conifer Lane Subdivision and authorize the Mayor to sign the agreement associated with said partial vacation.
- g. Approve the appointment of Randy Royal as Hearing Officer and Brad Bonner as Limited Council.
- h. Approve the request from citizens in the area of "E" Avenue to reinstall and relocate the streetlight to the south side of E Avenue east of 3126 E Ave.

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.

i. Public Hearing

j. Conduct of Business

1. RESOLUTION 2015-07

A RESOLUTION AMENDING THE FY 14-15 BUDGET.

Staff Reference: Leslie Brumage, Finance Officer

2. Consider a request from West Park Hospital for a Speed Bump on 8th Street adjacent to the Seedling Daycare.

Staff Reference: Steve Payne, Public Works Director

Spokesperson: Tim Waldner or Phillip Franklin, WPH

3. Consider a request from the Downtown Merchants to close the 1100, 1200 and 1300 blocks of Sheridan Ave on Saturday, September 19, 2015 from 9AM to 7 PM, for the 6th annual Boot Scoot'n Boogie, approve an Open Container Permit for the event starting no sooner than 2 PM, and consider sponsoring the event by assisting with the street closure and traffic control in the amount of \$1,228.45 with funding out of the lodging tax budget line, noting the committee will be responsible for additional cost of said event assistance.

Staff Reference: Cindy Baker, Administrative Services Officer

Spokesperson: Doug Nordberg

4. ORDINANCE 2015-03 – FIRST READING

AN ORDINANCE TO AMEND TITLE 11, CHAPTER 6 OF THE CITY OF CODY CODE PERTAINING TO BOUNDARY LINE ADJUSTMENTS AND TO INCLUDE A NEW ARTICLE THEREIN CALLED “LOT CONSOLIDATIONS”.

Staff Reference: Todd Stowell, City Planner

k. Tabled Items

l. Matters from Staff Members

m. Matters from Council Members

n. Adjournment

Proclamation

Arbor~Earth Day

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

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

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

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

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

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

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

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

NOW THEREFORE, FOR THESE SIGNIFICANT REASONS, I, Nancy Tia Brown, Mayor of the City of Cody, Wyoming, do hereby proclaim Saturday, April 25, 2015, as Arbor ~ Earth Day in Cody, Wyoming.



Nancy Tia Brown
Mayor, City of Cody

Attest:
Administrative Services Officer

City of Cody
Council Proceedings
Thursday, March 26, 2015

A special meeting of the Cody City Council was held in Council Chambers of Cody City Hall on Thursday, March 26, 2015 at 4:15 p.m.

Present: Mayor Nancy Tia Brown, Council Members Donny Anderson, Karen Ballinger, Landon Greer, and Jerry Fritz, City Administrator, Barry Cook, City Attorney Scott Kolpitzke and Tasa Brost, Management Analyst

Absent: Steve Miller and Stan Wolz

Mayor Brown called the meeting to order at 4:15 p.m.

Barry Cook provided the Governing Body with background information as it relates to the proposed Law Enforcement Center Contract. There is no staff direction at this time.

Barry Cook, Steve Payne, and Rick Manchester provided the Governing Body with background information as it relates to Consensus Funding Projects for FY 15-16. Staff was directed to allocate \$75,000 for Mentock Park, \$250,000 for Elm Street Storm Drainage, and \$80,000 for Cougar Ave design. The allocation of the remaining funds has not been determined.

Steve Payne provided the Governing Body with background information as it relates to the street light on E Avenue. Staff was directed to continue to monitor crime activity and citizen concerns until September 2015 when the item will be place on the Council Agenda for review and final determination.

Barry Cook provided the Governing Body with information as it relates to the funding for Wyoming Association of Municipalities Convention in Cody 2016. Staff was directed to budget \$40,000, \$20,000 from the General Fund and \$20,000 from the Lodging Tax Fund, with repayment from sponsorships. The general fund to be repaid prior to the lodging tax fund repayment.

Barry Cook provided the Governing Body with background information as it relates the Rumsey house/parking lot bid process. Staff was directed to advertise one bid for the purchase of the home to be moved or salvaged. Award to be given to the highest bidder. Removal includes home, outbuilding, and fence.

Mayor Brown adjourned the meeting at 7:20 p.m.

Tasa Brost
Management Analyst

Nancy Tia Brown
Mayor

City of Cody
Council Proceedings
Monday, March 30, 2015

A special meeting of the Cody City Council was held in Council Chambers of Cody City Hall on Monday, March 30, 2015 at 4:15 p.m.

Present: Mayor Nancy Tia Brown, Council Members Donny Anderson, Karen Ballinger, Landon Greer, Jerry Fritz, Steve Miller and Stan Wolz, City Administrator, Barry Cook, City Attorney Scott Kolpitcke and Cindy Baker Administrative Services Officer.

Absent: Steve None

Mayor Brown called the meeting to order at 4:15 p.m.

Council Member Miller made a motion seconded by Council Member Greer to enter into an Executive Session to consider or receive any information classified as confidential by law and a personnel matter pursuant to Wyoming State Statute 16-4-405 at 4:15 p.m. Council Member Miller made a motion seconded by Council Member Ballinger to exit the Executive Session at 4:48 p.m. No action was taken.

Mayor Brown adjourned the meeting at 4:48 p.m.

Cindy Baker
Administrative Services Officer

Nancy Tia Brown
Mayor

**City of Cody
Council Proceedings
Tuesday, March 17, 2015**

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, March 17, 2015 at 7:00 p.m.

Present: Mayor Nancy Tia Brown, Council Members Donny Anderson, Karen Ballinger, Jerry Fritz, Landon Greer. Steve Miller and Stan Wolz, City Administrator Barry Cook, City Attorney Scott Kolpitke, and Administrative Services Officer, Cindy Baker.

Absent: None

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

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

Council Member Miller made a motion seconded by Council Member Greer to approve the consent calendar as including approval of Minutes: Regular Meeting Minutes from 3/3/15; approval of vouchers and payroll in the amount of \$1,727,796.52; approve the request from the Cody Fire Department to close 11th Street between Sheridan Avenue and Beck Avenue from 12:00 p.m. on Friday May 1st to 5:00 p.m. on Sunday May 3rd, 2015 for the 41st annual Cody Fire School and authorize the Cody Fire Department to utilize City Barricades for this street closure; cast a ballot for David Kendal Clerk/Treasurer of Lingle, and Council Member Genell Petsch of Glendo to three year appointments to the WAM-JPIC Board of Directors, and Tracy Glanz, Clerk/Treasurer of Worland and Cindy Baker, Administrative Services Officer of Cody to a one year appointment to the WAM-JPIC Board of Directors. Vote was unanimous.

Council Member Anderson made a motion seconded by Council Member Ballinger to appoint Michael D Barnes Jr. to the Wyoming Veterans Memorial Park Committee-War on Terror for a one year term ending December 31, 2015. Vote was unanimous.

Council Member Ballinger made a motion seconded by Council Member Anderson to approve a request from West Park Hospital Foundation to place 16 large buffalo within the City Right-of-Way for the Where the Buffalo Roam Project. Vote was unanimous.

ORDINANCE 2015-02 –THIRD AND FINAL READING-
AN ORDINANCE AMENDING THE HEREIN BELOW IDENTIFIED SECTIONS OF TITLE 8, CHAPTER 1, ARTICLE II AND ARTICLE III, OF THE CODY CITY CODE TO MODIFY MUNICIPAL ELECTRICAL SUPPLY AND ELECTRICAL RATES. Council Member Wolz made a motion seconded by Council Member Ballinger to pass ORDINANCE 2015-02 on THIRD AND FINAL READING. Vote was unanimous.

Council Member Fritz made a motion seconded by Council Member Anderson to authorize the Mayor to enter into and sign an agreement between the City of Cody and Online Utility Exchange for the purpose of providing credit risk assessment and identity verification services to establish deposit requirements for utility customers. Vote was unanimous.

There being no further business, Mayor Brown adjourned the meeting at 7:48 p.m.

Cynthia Baker
Administrative Services Officer

Nancy Tia Brown
Mayor

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
ACKERMAN, MARY							
126324							
	363341	REC CENTER REFUND	03/10/2015	12.00	12.00	04/08/2015	
Total 126324:				12.00	12.00		
ADVANCED INFO SYSTEMS							
129162							
	12146	CYCLE 1 OUTSOURCE BILLS	03/16/2015	392.95	392.95	04/08/2015	
	12161	CYCLE 3 OUTSOURCE BILLS	03/26/2015	399.63	399.63	04/08/2015	
Total 129162:				792.58	792.58		
ALSCO							
126551							
	1099797	TOWELS - REC CENTER	03/09/2015	18.50	18.50	04/08/2015	
	1103496	TOWELS - REC CENTER	03/23/2015	18.50	18.50	04/08/2015	
Total 126551:				37.00	37.00		
ASAY, ERIC							
130316							
	363342	REC CENTER REFUND	03/10/2015	16.00	16.00	04/08/2015	
Total 130316:				16.00	16.00		
BALCH, SHAUN							
130350							
	364754	REC CENTER REFUND	03/25/2015	20.00	20.00	04/08/2015	
Total 130350:				20.00	20.00		
BIOLYNCEUS, LLC							
126954							
	5561	BIOLOGICAL ADDITIVE	03/12/2015	4,882.20	4,882.20	04/08/2015	
Total 126954:				4,882.20	4,882.20		
BLUE CROSS BLUE SHIELD OF WYOMING							
1360							
	031615	INSURANCE PREMIUM	03/16/2015	113,124.81	113,124.81	04/08/2015	
	031615	INSURANCE PREMIUM	03/16/2015	1,546.98-	1,546.98-	04/08/2015	
Total 1360:				111,577.83	111,577.83		
BORDER STATES INDUSTRIES, INC							
1420							
	909045781	HABITAT FOR HUMANITY	03/20/2015	7,646.86	7,646.86	04/08/2015	
	909085064	Meter F2S 1ph 240v meter C200	03/27/2015	1,012.48	1,012.48	04/08/2015	MTR2SITR
Total 1420:				8,659.34	8,659.34		
BOYDSTON-WILDE, BECKY							
127938							
	364470	REC CENTER REFUND	03/20/2015	10.00	10.00	04/08/2015	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 127938:				10.00	10.00		
BREMER, HARVEY 125610							
	031915	REIMBURSE FOR SAFETY GLA	03/19/2015	120.00	120.00	04/08/2015	
Total 125610:				120.00	120.00		
BRUER, MARILYN 126197							
	10077012	REFUND UTILITY DEPOSIT	03/23/2015	149.12	149.12	04/08/2015	
Total 126197:				149.12	149.12		
BUTLER, MONICA 130317							
	363344	REC CENTER REFUND	03/10/2015	10.00	10.00	04/08/2015	
Total 130317:				10.00	10.00		
CEDEL, REBECCA 130318							
	363346	REC CENTER REFUND	03/10/2015	40.80	40.80	04/08/2015	
Total 130318:				40.80	40.80		
CITY OF CODY 2260							
	032415	Utilities	03/24/2015	2,681.75	2,681.75	04/08/2015	
	032415	Utilities	03/24/2015	119.43	119.43	04/08/2015	
	032415	Utilities	03/24/2015	567.98	567.98	04/08/2015	
	032415	Utilities	03/24/2015	122.83	122.83	04/08/2015	
	032415	Utilities	03/24/2015	343.81	343.81	04/08/2015	
	032415	Utilities	03/24/2015	101.37	101.37	04/08/2015	
	032415	Utilities	03/24/2015	104.71	104.71	04/08/2015	
	032415	Utilities	03/24/2015	165.77	165.77	04/08/2015	
	032415	Utilities	03/24/2015	386.09	386.09	04/08/2015	
	032415	Utilities	03/24/2015	62.50	62.50	04/08/2015	
	032415	Utilities	03/24/2015	589.07	589.07	04/08/2015	
	032415	Utilities	03/24/2015	144.93	144.93	04/08/2015	
	032415	Utilities	03/24/2015	487.54	487.54	04/08/2015	
	032415	Utilities	03/24/2015	269.39	269.39	04/08/2015	
	032415	Utilities	03/24/2015	161.00	161.00	04/08/2015	
	032415	Utilities	03/24/2015	218.96	218.96	04/08/2015	
	032415	Utilities	03/24/2015	23.00	23.00	04/08/2015	
	032415	Utilities	03/24/2015	414.65	414.65	04/08/2015	
	032415	Utilities	03/24/2015	200.43	200.43	04/08/2015	
	032415	Utilities	03/24/2015	42.00	42.00	04/08/2015	
	032415	Utilities	03/24/2015	42.00	42.00	04/08/2015	
	032415	Utilities	03/24/2015	33.14	33.14	04/08/2015	
	032415	Utilities	03/24/2015	619.09	619.09	04/08/2015	
	032415	Utilities	03/24/2015	136.95	136.95	04/08/2015	
	032415	Utilities	03/24/2015	23.00	23.00	04/08/2015	
	032415	Utilities	03/24/2015	132.56	132.56	04/08/2015	
	032415	Utilities	03/24/2015	213.61	213.61	04/08/2015	
	032415	Utilities	03/24/2015	46.75	46.75	04/08/2015	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	032415	Utilities	03/24/2015	161.00	161.00	04/08/2015	
	032415	Utilities	03/24/2015	104.34	104.34	04/08/2015	
	032415	Utilities	03/24/2015	23.00	23.00	04/08/2015	
	032415	Utilities	03/24/2015	47.49	47.49	04/08/2015	
	032415	Utilities	03/24/2015	2,837.33	2,837.33	04/08/2015	
	032415	Utilities	03/24/2015	8,512.01	8,512.01	04/08/2015	
	032415	Utilities	03/24/2015	1,235.52	1,235.52	04/08/2015	
	032415	Utilities	03/24/2015	318.24	318.24	04/08/2015	
	032415	Utilities	03/24/2015	187.20	187.20	04/08/2015	
	032415	Utilities	03/24/2015	131.04	131.04	04/08/2015	
	032415	Utilities	03/24/2015	813.79	813.79	04/08/2015	
	032415	Utilities	03/24/2015	348.16	348.16	04/08/2015	
	032415	Utilities	03/24/2015	268.29	268.29	04/08/2015	
	032415	Utilities	03/24/2015	49.23	49.23	04/08/2015	
	032415	Utilities	03/24/2015	47.39	47.39	04/08/2015	
	032415	Utilities	03/24/2015	433.68	433.68	04/08/2015	
	032415	Utilities	03/24/2015	1,125.30	1,125.30	04/08/2015	
	032415	Utilities	03/24/2015	39.00	39.00	04/08/2015	
	032415	Utilities	03/24/2015	281.47	281.47	04/08/2015	
	032415	Utilities	03/24/2015	368.77	368.77	04/08/2015	
	032415	Utilities	03/24/2015	62.39	62.39	04/08/2015	
	032415	Utilities	03/24/2015	4,162.21	4,162.21	04/08/2015	
	032415	Utilities	03/24/2015	33.14	33.14	04/08/2015	
Total 2260:				30,044.30	30,044.30		
CODY CAB LLC							
129079							
	040715	TIPSY TAXI VOUCHERS	04/07/2015	96.00	96.00	04/08/2015	
Total 129079:				96.00	96.00		
COLE, PATRICK							
130319							
	363355	REC CENTER REFUND	03/10/2015	49.00	49.00	04/08/2015	
Total 130319:				49.00	49.00		
COLLIER, SEAN							
130339							
	03-2015	REIMBURSE FOR COMM BUILD	03/19/2015	189.00	189.00	04/08/2015	
Total 130339:				189.00	189.00		
CRETEX CONCRETE PRODUCTS INC							
4075							
	BL00000990	ROW CLEARING	03/11/2015	1,436.64	1,436.64	04/08/2015	
Total 4075:				1,436.64	1,436.64		
CRISIS INTERVENTION SERVICE							
3290							
	032715	COMMUNITY FUNDING ALLOCA	03/27/2015	825.00	825.00	04/08/2015	
Total 3290:				825.00	825.00		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
CUPIC, MICHAEL 130352	13701813	REFUND UTILITY DEPOSIT	03/27/2015	157.32	157.32	04/08/2015	
Total 130352:				157.32	157.32		
CUSTOM GARAGE DOOR LLC 127015	2967	GARAGE DOOR REPAIR	12/01/2014	80.00	80.00	04/08/2015	
Total 127015:				80.00	80.00		
DOBBINS, CARRI 130321	363358	REC CENTER REFUND	03/10/2015	2.00	2.00	04/08/2015	
Total 130321:				2.00	2.00		
ECOLAB PEST ELIM. DIV. 128686	5522656	PEST CONTROL - EL SHOP	03/09/2015	52.50	52.50	04/08/2015	
Total 128686:				52.50	52.50		
ENERGY WEST 2630	031815	UTILITIES	03/18/2015	549.47	549.47	04/08/2015	
	031815	UTILITIES	03/18/2015	19.45	19.45	04/08/2015	
	032315	UTILITIES	03/23/2015	110.07	110.07	04/08/2015	
	032515	UTILITIES	03/25/2014	246.95	246.95	04/08/2015	
Total 2630:				925.94	925.94		
FINK, TINA 130320	363356	REC CENTER REFUND	03/10/2015	9.10	9.10	04/08/2015	
Total 130320:				9.10	9.10		
FROSHEISER, ALICE 130322	363359	REC CENTER REFUND	03/10/2015	12.00	12.00	04/08/2015	
Total 130322:				12.00	12.00		
FUSCO, KRISTINE 129844	363360	REC CENTER REFUND	03/10/2015	40.00	40.00	04/08/2015	
Total 129844:				40.00	40.00		
GASCH, KENNY 126472	363363	REC CENTER REFUND	03/10/2015	15.00	15.00	04/08/2015	
Total 126472:				15.00	15.00		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
H B I INSURANCE							
12306							
	1118	NOTARY BOND - C14 JUSTON	02/25/2015	50.00	50.00	04/08/2015	
Total 12306:				50.00	50.00		
HARRIS TRUCKING & CONST. CO							
4780							
	125886	3 BAGS OF BENTONITE	03/11/2015	30.00	30.00	04/08/2015	
	PAY EST #3 -	WWTF DISCHARGE REPLACEM	03/18/2015	13,524.41	13,524.41	04/08/2015	
	RET PAYOUT -	RETAINAGE PAYOUT - WWTF D	03/18/2015	4,147.87	4,147.87	04/08/2015	
Total 4780:				17,702.28	17,702.28		
HD SUPPLY POWER SOLUTIONS, LTD							
6730							
	2789531-01	SYSTEM REPAIRS	03/17/2015	186.72	186.72	04/08/2015	
	2807511 00	LESS SALES TAX OF \$7.69	03/23/2015	7.69-	7.69-	04/08/2015	
	2807511-00	TOOLS	03/23/2015	200.01	200.01	04/08/2015	
	2807532-00	SUPPLIES (LESS SALES TAX O	03/09/2015	65.10	65.10	04/08/2015	
	2820167-00	HABITAT FOR HUMANITY (LES	03/23/2015	1,415.44	1,415.44	04/08/2015	
	2820226-00	HABITAT FOR HUMANITY (LES	03/23/2015	551.21	551.21	04/08/2015	
Total 6730:				2,410.79	2,410.79		
HENDRICKSON, SCOTT A							
130340							
	031815	OVERPAYMENT ON MC-1503-0	03/18/2015	160.00	160.00	04/08/2015	
Total 130340:				160.00	160.00		
HUNTER, ALLEGRA							
130301							
	364478	REC CENTER REFUND	03/20/2015	12.00	12.00	04/08/2015	
Total 130301:				12.00	12.00		
J L ENGINEERING, LLC							
130341							
	388	PROFESSIONAL SERVICES	02/25/2015	2,996.96	2,996.96	03/23/2015	
Total 130341:				2,996.96	2,996.96		
JACOBS, JEANNE							
130326							
	363531	REC CENTER REFUND	03/13/2015	37.15	37.15	04/08/2015	
Total 130326:				37.15	37.15		
JONES, JASON							
130342							
	364469	REC CENTER REFUND	03/20/2015	15.00	15.00	04/08/2015	
Total 130342:				15.00	15.00		
JONES, RICHARD							

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
130354	6136015	REFUND UTILITY DEPOSIT	03/31/2015	58.05	58.05	04/08/2015	
Total 130354:				58.05	58.05		
KITCHEN, SCOTT 129803	033015	REIMBURSE FOR MILEAGE	03/30/2015	46.52	46.52	04/08/2015	
Total 129803:				46.52	46.52		
KRESS, MELANIE 125767	364463	REC CENTER REFUND	03/20/2015	10.00	10.00	04/08/2015	
Total 125767:				10.00	10.00		
LAUREL MIDDLE SCHOOL 130330	363535	REC CENTER REFUND	03/13/2015	13.50	13.50	04/08/2015	
Total 130330:				13.50	13.50		
LONG BUILDING TECH INC 125191	SRVCE006991	POOL PUMP REPAIR	03/16/2015	223.48	223.48	04/08/2015	
Total 125191:				223.48	223.48		
MARTIN, KELLI 123144	032415	VOLLEYBALL REFEREE	03/24/2015	200.00	200.00	04/08/2015	
Total 123144:				200.00	200.00		
MCCOLL, DARCIC 130351	364746	REC CENTER REFUND	03/25/2015	25.00	25.00	04/08/2015	
Total 130351:				25.00	25.00		
MILLER, DELORES 130327	363532	REC CENTER REFUND	03/13/2015	12.00	12.00	04/08/2015	
Total 130327:				12.00	12.00		
MORRIS, JUDY 130323	363396	REC CENTER REFUND	03/11/2015	25.00	25.00	04/08/2015	
Total 130323:				25.00	25.00		
NICHOLSON DIRT CONTRACTING 7270	PAY EST #1	PAY EST #1-HABITAT FOR HUM	03/27/2015	90,932.05	90,932.05	04/08/2015	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 7270:				90,932.05	90,932.05		
NIELSEN, LENORE 130343							
	364464	REC CENTER REFUND	03/20/2015	2.00	2.00	04/08/2015	
Total 130343:				2.00	2.00		
OFFICE SHOP, THE 7440							
	8599	COPIER CONTRACT - CITY HAL	03/10/2015	655.31	655.31	04/08/2015	
	8600	COPIER CONTRACT - REC CEN	03/10/2015	2,020.56	2,020.56	04/08/2015	
	8601	COPIER MATERIAL & SUPPLIES	03/10/2015	617.75	617.75	04/08/2015	
	8602	COPIER CONTRACT - SHOP	03/10/2015	54.43	54.43	04/08/2015	
	8602	COPIER CONTRACT - SHOP	03/10/2015	54.43	54.43	04/08/2015	
	8602	COPIER CONTRACT - CITY HAL	03/10/2015	54.43	54.43	04/08/2015	
	8602	COPIER CONTRACT - CITY HAL	03/10/2015	54.44	54.44	04/08/2015	
	8602	COPIER CONTRACT - SHOP	03/10/2015	54.44	54.44	04/08/2015	
	8602	COPIER CONTRACT - SHOP	03/10/2015	54.44	54.44	04/08/2015	
	8603	COPIER CONTRACT - PD	03/10/2015	869.05	869.05	04/08/2015	
	9083	SET UP TRACKING COPIES	03/20/2015	56.00	56.00	04/08/2015	
Total 7440:				4,545.28	4,545.28		
ONE-CALL OF WYOMING 127665							
	37602	ONE CALL FEES	03/06/2015	47.25	47.25	04/08/2015	
Total 127665:				47.25	47.25		
OWEN, DONALD E 125181							
	032415	VOLLEYBALL REFEREE	03/24/2015	250.00	250.00	04/08/2015	
Total 125181:				250.00	250.00		
PARK COUNTY 7670							
	1995	HALF OF MAINT- ADMIN HEATI	03/10/2015	164.45	164.45	04/08/2015	
	2011	LEC CONTRACT	03/25/2015	29,073.49	29,073.49	04/08/2015	
	2011	LEC UTILITIES	03/25/2015	1,295.60	1,295.60	04/08/2015	
Total 7670:				30,533.54	30,533.54		
PARK COUNTY TITLE INSURANCE 7750							
	33015	PURCHASE PROPERTY 1374 R	03/30/2015	31,467.05	31,467.05	04/08/2015	
	33015	PURCHASE PROPERTY 1374 R	03/30/2015	118,376.03	118,376.03	04/08/2015	
Total 7750:				149,843.08	149,843.08		
PAVEMENT MAINTENANCE INC 7825							
	15-41	CRACK SEAL	03/16/2015	19,620.00	19,620.00	04/08/2015	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 7825:				19,620.00	19,620.00		
PERRY, BYRON							
130353							
	15664034	REFUND UTILITY DEPOSIT	03/27/2015	119.20	119.20	04/08/2015	
Total 130353:				119.20	119.20		
POSITIVE PROGRESSIONS							
130344							
	364461	REC CENTER REFUND	03/20/2015	20.00	20.00	04/08/2015	
Total 130344:				20.00	20.00		
PURCHASE POWER							
8240							
	031015	POSTAGE - ADMIN	03/10/2015	1,851.71	1,851.71	04/08/2015	
	031015	POSTAGE - REC CENTER	03/10/2015	133.14	133.14	04/08/2015	
	031015	POSTAGE - PD	03/10/2015	22.53	22.53	04/08/2015	
	031015	POSTAGE - WATER	03/10/2015	13.61	13.61	04/08/2015	
Total 8240:				2,020.99	2,020.99		
RALSTON, LINDA							
130345							
	364479	REC CENTER REFUND	03/20/2015	30.00	30.00	04/08/2015	
Total 130345:				30.00	30.00		
REYNOLDS, LAURA							
130328							
	363533	REC CENTER REFUND	03/13/2015	18.00	18.00	04/08/2015	
Total 130328:				18.00	18.00		
RITT, DAWSON J							
130346							
	321	TOBACCO COMPLIANCE CHEC	03/21/2015	150.00	150.00	04/08/2015	
Total 130346:				150.00	150.00		
ROBINSON, JW							
130347							
	364468	REC CENTER REFUND	03/20/2015	35.00	35.00	04/08/2015	
Total 130347:				35.00	35.00		
ROBINSON, MARK							
130324							
	2023029	REFUND UTILITY DEPOSIT	03/11/2015	85.35	85.35	04/08/2015	
Total 130324:				85.35	85.35		
ROCKY MOUNTAIN POWER							
7570							
	031915	UTILITIES	03/19/2015	39.69	39.69	04/08/2015	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	031915	UTILITIES	03/19/2015	300.70	300.70	04/08/2015	
	032615	UTILITIES	03/26/2015	200.04	200.04	04/08/2015	
	032615	UTILITIES	03/26/2015	257.68	257.68	04/08/2015	
Total 7570:				798.11	798.11		
ROYAL, LOUEEN 130329							
	363534	REC CENTER REFUND	03/13/2015	12.00	12.00	04/08/2015	
Total 130329:				12.00	12.00		
SAVILLE, ESTHER 128935							
	364462	REC CENTER REFUND	03/20/2015	52.00	52.00	04/08/2015	
Total 128935:				52.00	52.00		
SCHAFFNER, SIERRA 130325							
	13181057	REFUND UTILITY DEPOSIT	03/11/2015	136.05	136.05	04/08/2015	
Total 130325:				136.05	136.05		
SCHAULAND, MATT 130338							
	2174028	REFUND UTILITY DEPOSIT	03/17/2015	150.46	150.46	04/08/2015	
Total 130338:				150.46	150.46		
SCHEIBER, LAURA 130348							
	364477	REC CENTER REFUND	03/20/2015	8.00	8.00	04/08/2015	
Total 130348:				8.00	8.00		
SCHOENING, WILLIAM D 123147							
	032415	VOLLEYBALL REFEREE	03/24/2015	200.00	200.00	04/08/2015	
Total 123147:				200.00	200.00		
SCHREPFERMAN, STEVE 124638							
	363536	REC CENTER REFUND	03/13/2015	30.00	30.00	04/08/2015	
Total 124638:				30.00	30.00		
SECRETARY OF STATE 123386							
	031215	NOTARY FILING FEE - C14 JUS	03/12/2015	30.00	30.00	04/08/2015	
Total 123386:				30.00	30.00		
SHEPARD, LISA 130331							
	363537	REC CENTER REFUND	03/13/2015	3.75	3.75	04/08/2015	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 130331:				3.75	3.75		
SHINN, KAY							
130332							
	363538	REC CENTER REFUND	03/13/2015	6.00	6.00	04/08/2015	
Total 130332:				6.00	6.00		
SITZ III, ALEX H.							
129379							
	15749	PROFESSIONAL FEES	03/23/2015	18.00	18.00	04/08/2015	
Total 129379:				18.00	18.00		
SLETTEN CONSTRUCTION							
128951							
	185-17	REFUND OVERPAYMENT 185-1	03/13/2015	337.71	337.71	04/08/2015	
Total 128951:				337.71	337.71		
SMITH, SCOTT D							
130333							
	363539	REC CENTER REFUND	03/13/2015	5.00	5.00	04/08/2015	
Total 130333:				5.00	5.00		
SNELSON, FRED A							
128546							
	363540	REC CENTER REFUND	03/13/2015	25.50	25.50	04/08/2015	
Total 128546:				25.50	25.50		
SQUAD ROOM EMBLEMS							
9460							
	012715	SHOULDER & BADGE PATCHE	01/27/2015	787.42	787.42	04/08/2015	
	030415	SGT CHEVRON PATCHES	03/04/2015	58.24	58.24	04/08/2015	
Total 9460:				845.66	845.66		
STEVENS, EARL							
130334							
	363541	REC CENTER REFUND	03/13/2015	12.00	12.00	04/08/2015	
Total 130334:				12.00	12.00		
SWOPE, JUSTIN L AND/OR							
130355							
	033015	REFUND UTILITY DEPOSIT	03/30/2015	100.48	100.48	04/08/2015	
Total 130355:				100.48	100.48		
TRUEBLOOD, ERIC							
130335							
	363542	REC CENTER REFUND	03/13/2015	3.75	3.75	04/08/2015	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 130335:				3.75	3.75		
VETTER, CAROLINE							
130337							
	363544	REC CENTER REFUND	03/13/2015	65.00	65.00	04/08/2015	
Total 130337:				65.00	65.00		
VOZZA, BETH							
130336							
	363543	REC CENTER REFUND	03/13/2015	51.00	51.00	04/08/2015	
Total 130336:				51.00	51.00		
WATCO POOLS							
10370							
	19030	CHEMICALS	03/11/2015	128.38	128.38	04/08/2015	
Total 10370:				128.38	128.38		
WESTERN UNITED ELECTRIC SUPPLY							
10605							
	4062947	SYSTEM MAINT.	03/05/2015	737.35	737.35	04/08/2015	
	4063501	HABITAT FOR HUMANITY	03/19/2015	1,005.32	1,005.32	04/08/2015	
	4063832	TRANSFORMER	03/26/2015	318.24	318.24	04/08/2015	
Total 10605:				2,060.91	2,060.91		
WRIGHT, SCOTT							
130349							
	364460	REC CENTER REFUND	03/20/2015	30.00	30.00	04/08/2015	
Total 130349:				30.00	30.00		
WY CONFERENCE OF BLDG OFFICIAL							
124777							
	01-2015	CONFERENCE REGISTRATION	03/17/2015	150.00	150.00	04/08/2015	
	2015-4	WCBO MEMBERSHIPS	03/30/2015	100.00	100.00	04/08/2015	
Total 124777:				250.00	250.00		
WYOPASS							
125411							
	2015-11	WYOPASS DUES (4)	03/09/2015	220.00	220.00	04/08/2015	
Total 125411:				220.00	220.00		
Grand Totals:				488,089.90	488,089.90		

Payroll Total \$230,514.05

Grand Total \$718,603.95

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
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Report Criteria:

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

MEETING DATE: APRIL 7, 2015
DEPARTMENT: PARKS, REC, AND PUBLIC FACILITIES
PREPARED BY: RICK MANCHESTER, DIRECTOR
PRESENTED BY: RICK MANCHESTER

Paul Stock Aquatic and Recreation Center Professional Services for Park Shop Floor Renovation

ACTION TO BE TAKEN

Pending legal review and approval of the agreement, staff requests that the City Council authorizes the Mayor to sign contract and related documents with JL Engineering to provide professional services for the design, bid, build, and construction administration for the Park Shop floor renovation.

SUMMARY OF INFORMATION

The majority of the work is based on extensive concrete floor damage, horrible subsurface conditions, and wall repairs. There will be some interior work for offices and employee areas. The project includes professional services to complete designs, bid, build, construction observation, and project close-out. The design team includes consulting for structural engineering, soils testing, mechanical, architecture, and utilities.

The City used a request for proposal (RFP) process based on qualifications and time frame. We advertised three times in the local newspaper to solicit qualified consultants. The City Engineer, Parks Supervisor, and Parks and Rec Director rated the two proposals we received and negotiated a fair cost for services. The consultant has indicated that our budget will be sufficient to complete project.

Project Details

This proposal is requesting professional design services related to the following scope of work:

1. Develop bid documents including plans and specifications for repairing the damaged floors and walls at the Parks Shop. It is believed that the floor has become damaged due to inadequate compaction of fill materials over which the floor was poured.
2. The design consultant will look at all alternatives and determine the most cost effective approach to address the heaving, cracking and subsiding concrete floors.
3. Alternatives include removal of all interior walls, removal of concrete floor, and removal of all fill materials, install fill materials utilizing proper compaction techniques. Re-pour the floor for total removal of all interior walls, removal of concrete floor, draft and utilize helical piers for floor support and pouring all new floors with drains.
4. Work within the existing pre-manufactured building system, of 6" reinforced concrete slab, floor drain with sump, re-establish walls and utilities. The project may require at least one public meeting and presentation of the final plan to Cody City Council.

FISCAL IMPACT

The shop project is budgeted for \$400,000. Including professional services the engineer estimates are \$300,000 to \$350,000 to construct the floors, walls, and staff areas. Construction timeframe is six to nine months to complete construction.

Cost of engineer services are outlined in the bid table below.

Phase 1	Design Services		\$ 32,860
Phase 2	Construction Bidding Services		\$ 5,760
Phase 3	Construction Administration Services		\$10,500
Phase 4	Project Close-Out		\$4,000
Reimbursable Items	Printing, travel, etc.		\$750 or Invoiced Price
Other terms			
		Total Not to Exceed amount	\$53,870

ALTERNATIVES

1. Award the Project to JL Consulting.
2. Reject all quotes.

INCLUDED ITEMS

1. Contract

RECOMMENDATION

Staff recommends that the Mayor and Council award the contract.

AGENDA & SUMMARY REPORT TO

JL Engineering, LLC
Justin F. Lundvall, P.E.
PO Box 3125
Cody WY 82414
Phone 307.272.4399
Justin15123@hotmail.com

DRAFT

Agreement Date: March 27, 2015

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT between City of Cody, 1338 Rumsey Ave, Cody, WY (CLIENT) and JL ENGINEERING, LLC, P.O. Box 3125, Cody, WY 82414 (JL ENGINEERING, LLC) shall be effective as of the date of the last signature below. CLIENT and JL ENGINEERING, LLC agree that JL ENGINEERING, LLC will perform the following services:

PROJECT: Renovation of City of Cody Beck Lake Parks Maintenance Shop

SCOPE OF SERVICES: See submitted proposal/response to RFQ/RFP dated March 5, 2015.

REPRESENTATIVES: CLIENT: Mr. Rick Manchester, Director

JL ENGINEERING, LLC: Mr. Justin F. Lundvall

COMPENSATION by CLIENT to JL ENGINEERING, LLC: Reimbursement to JL Engineering, LLC shall be a not to exceed amount of \$53,870 as submitted in the RFQ/RFP proposal/response dated March 5, 2015.

The following attachments are hereby made a part of this AGREEMENT:

Soil Conditions & Existing Structure Waiver (1 page)

Provisions (4 pages)

RFQ/RFP Submittal dated March 5, 2015

Services covered by this AGREEMENT will be performed in accordance with the attached PROVISIONS and any Exhibits, Attachments, and/or Schedules. This AGREEMENT supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

In witness whereof, persons authorized to commit resources of the respective parties have executed this AGREEMENT as follows:

Accepted for **City of Cody**

By _____

Title _____

Date _____

Accepted for **JL ENGINEERING, LLC**

By _____

Title _____

Date _____

Fed. ID No. 20-3463959

Agreement Date: March 27, 2015

SOIL CONDITIONS

I, _____ (CLIENT OR CONTRACTOR) hereby state that I am aware of and appreciate the risks, hazards and potential damage to a structure's foundation and/or portions of a structure in general depending upon the soil conditions surrounding the structure, water drainage in the vicinity of the structure and water usage by the owner.

JL ENGINEERING, LLC, makes no claims or warranties, express or implied, regarding the conditions of soils surrounding a job site. It is NOT JL ENGINEERING, LLC'S responsibility unless per nature of the job and contract and/or directed by owner/client to: verify soil conditions; conduct proper and adequate soil testing; coordinate proper foundation/structural engineering or other engineering; perform or approve sub excavation and structural fill; or to take any steps to ensure safeguards regarding such matters.

EXISTING STRUCTURE

JL ENGINEERING, LLC, makes no claims or warranties, express or implied, regarding the existing structure and possible deficiencies from prior engineering or construction. If deficiencies are found or observed by JL Engineering, LLC or one of its sub-consultants, the owner/client will be advised and effort will be made to assess the deficiency and coordinate possible repairs with the owner/client. This work may be outside of the scope of the current agreement and will be discussed further with the client/owner before proceeding with remedial measures.

PROVISIONS

SECTION 1 - SERVICES OF JL ENGINEERING, LLC

A. Authorization to Proceed

Execution of this AGREEMENT by CLIENT will be authorization for JL Engineering, LLC to proceed with the Work as scheduled, unless otherwise provided for in this AGREEMENT.

B. Basic Services

JL Engineering, LLC shall provide for CLIENT the services as described in this AGREEMENT within the periods stipulated herein. Services will be paid for by CLIENT as indicated herein.

C. Changes/Additional Services

The CLIENT may at any time during the term of this AGREEMENT make changes within the general scope of the AGREEMENT. If such change increases the cost of, or time for, performing the services hereunder, an equitable adjustment shall be made in the payment to JL ENGINEERING, LLC and/or the time for performance. Services requested of JL ENGINEERING, LLC, not specifically described in the Scope of Work, shall be Additional Services. Additional services will be paid for by CLIENT at the rates indicated in the Agreement or as specifically agreed to in writing between the parties.

D. Schedule

JL ENGINEERING, LLC'S services and compensation under this AGREEMENT have been agreed to in anticipation of the orderly and continuous progress of the PROJECT through completion. Unless specific periods of time are specified in this AGREEMENT, JL ENGINEERING, LLC'S obligation to render services hereunder will be for a period that may reasonably be required for the completion of said services.

SECTION 2 - PAYMENT TO JL ENGINEERING, LLC

A. Invoicing

JL ENGINEERING, LLC will submit monthly invoices to CLIENT for services rendered and reimbursable expenses incurred each month. Invoices will be prepared in accordance with JL ENGINEERING, LLC'S standard invoicing practices. Such invoices will represent the value of the completed Scope of Work and will be in accordance with the terms for payment in the AGREEMENT not to exceed \$53,870 plus approved reimbursable expenses.

If CLIENT directs JL ENGINEERING, LLC to invoice another, the CLIENT agrees to be responsible for JL ENGINEERING, LLC'S compensation unless the other party's written acceptance of all terms in this agreement and JL ENGINEERING, LLC extends credit to the third party.

B. Progress Payments

Invoices are due and payable within 30 days of receipt. If CLIENT fails to make payment due JL ENGINEERING, LLC for services and expenses within 30 days after receipt of invoice, the amounts due will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, JL ENGINEERING, LLC may, after giving seven days written notice to CLIENT, suspend services under this AGREEMENT until JL ENGINEERING, LLC has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

C. Billing Disputes

CLIENT will notify JL ENGINEERING, LLC of billing disputes within 15 days. Undisputed portions of invoices are due upon receipt. Interest on unpaid balances will begin 30 days after invoice dates at the rate of 1.5% per month, but not to exceed the maximum rate allowed by law.

If work to be completed is delayed by factors beyond JL ENGINEERING, LLC'S control, or if project conditions or the scope or amount of work change, or if changed labor union conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, JL ENGINEERING, LLC will give CLIENT timely notice and JL ENGINEERING, LLC will receive an equitable adjustment of compensation. If JL ENGINEERING, LLC and CLIENT do not reach agreement on such compensation within 30 days of written application, JL ENGINEERING, LLC may terminate without liability to CLIENT or others.

SECTION 3 - CLIENT'S RESPONSIBILITIES

A. Furnish Data

CLIENT shall provide all criteria and full information as to CLIENT'S requirements for the PROJECT and furnish all available information pertinent to the PROJECT, including reports and data relative to previous designs or investigations at or adjacent to the site. CLIENT shall provide such legal, independent cost estimating and insurance counseling services as may be required for the PROJECT.

B. Representative

CLIENT will designate a person to act with authority on CLIENT'S behalf in respect of all aspects of the PROJECT.

C. Timely Review

CLIENT will examine JL ENGINEERING, LLC'S studies, reports, drawings and other project-related work products and render decisions required in a timely manner.

D. Identity of Other Consultants

CLIENT will advise JL ENGINEERING, LLC of the identity of other independent professionals or consultants participating in the design or construction administration of the PROJECT and the scope of their services.

E. Prompt Notice

CLIENT will give prompt written notice to JL ENGINEERING, LLC whenever CLIENT observes or otherwise becomes aware of hazardous environmental conditions or of any development that affects the scope or timing of JL ENGINEERING, LLC'S Scope of Services or any defect in the Services of JL ENGINEERING, LLC or the work of any Contractor.

F. Site Access

CLIENT will arrange for safe access to and make all provisions for JL ENGINEERING, LLC and JL ENGINEERING, LLC subconsultants to enter upon public or private property as required for JL ENGINEERING, LLC to perform services under this AGREEMENT.

SECTION 4 - OBLIGATIONS OF JL ENGINEERING, LLC

A. Independent Contractor

JL ENGINEERING, LLC is an independent contractor and will maintain complete control of and responsibility for its employees and subcontractors. JL ENGINEERING, LLC shall also be solely

responsible for the means and methods for carrying out the Scope of Services and for the safety of its employees.

B. SCOPE

JL ENGINEERING, LLC will provide the professional services specifically described in the written agreement with CLIENT. CLIENT agrees that JL ENGINEERING, LLC is not responsible for professional services that are not fairly included in this specific undertaking. Unless otherwise agreed in writing, all of the record findings, opinions, and recommendations will be provided to CLIENT in writing. CLIENT agrees not to rely on oral findings, opinions, or recommendations without our written approval.

There is an inherent risk that samples or observations may not be representative of things not sampled or seen and, further, that conditions may change over time and across sites. JL ENGINEERING, LLC will reference field observations and sampling to available reference points. JL ENGINEERING, LLC will not survey, set, or check the accuracy of those points unless JL ENGINEERING, LLC accepts that duty in writing.

JL ENGINEERING, LLC'S duties do not include supervising CLIENT'S contractors or commenting on, overseeing, or providing the means and methods of their work, unless JL ENGINEERING, LLC accepts such duties in writing. JL ENGINEERING, LLC will not be responsible for the failure of CLIENT'S contractors to perform in accordance with their undertakings, and the providing of JL ENGINEERING, LLC'S services will not relieve others of their responsibilities to CLIENT or to others.

JL ENGINEERING, LLC will provide a health and safety program for JL ENGINEERING, LLC employees, but JL ENGINEERING, LLC will not be responsible for contractor, job, or site health or safety.

C. Performance

The standard of care applicable to JL ENGINEERING, LLC'S services will be the degree of skill and diligence normally employed by reputable professional engineers or consultants performing the same or similar services under similar circumstances, at the same time and in the same locality as JL ENGINEERING, LLC'S services are performed. JL ENGINEERING, LLC will be responsible for the technical accuracy of its services and documents resulting therefrom. JL ENGINEERING, LLC will correct deficiencies not meeting this standard without additional compensation except to the extent such deficiencies are directly attributable to CLIENT furnished information. JL ENGINEERING, LLC makes no other warranties, express or implied under this agreement.

D. Indemnification

1. To the fullest extent permitted by law, JL ENGINEERING, LLC agrees to indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against any and all claims, costs, losses and damage (including, but not limited to, attorney's fees and litigation or arbitration costs) caused solely by the negligent acts or omissions of JL ENGINEERING, LLC or JL ENGINEERING, LLC'S officers, directors, partners, employees or subconsultants in performing the services under this agreement.
2. To the fullest extent permitted by law, JL ENGINEERING, LLC'S total liability to CLIENT and anyone claiming by, through or under CLIENT for any claim, cost, loss or damages caused in part by the negligence of JL ENGINEERING, LLC and in part by CLIENT or any other negligent entity or

individual, shall not exceed the percentage share that JL ENGINEERING, LLC'S negligence bears to the total of all other negligent entities and individuals.

E. Publicity

JL ENGINEERING, LLC will not disclose the nature of its Scope of Services on the Project, or engage in any publicity or public media disclosures with respect to this project without the prior written consent of CLIENT.

SECTION 5 - REPORTS AND RECORDS

A. Reuse of Documents

All documents are instruments of service in respect to this PROJECT, and JL ENGINEERING, LLC shall retain ownership and property interest therein whether or not the PROJECT is completed. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the PROJECT. Any reuse without written verification of JL ENGINEERING, LLC will be CLIENT'S sole risk.

Copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by the JL ENGINEERING, LLC. Files in electronic media format are furnished for convenience.

Because data stored in electronic media format can deteriorate or be modified, inadvertently or otherwise, without authorization of JL ENGINEERING, LLC, the party receiving the electronic files agrees to perform acceptance tests or procedures within 60 days, after which the receiving party shall have deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by JL ENGINEERING, LLC. JL ENGINEERING, LLC will not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.

JL ENGINEERING, LLC makes no representations as to long term compatibility, usability, or readability of documents resulting from use of software application packages, operating system, or computer hardware differing from those used by JL ENGINEERING, LLC at the beginning of this PROJECT.

B. Ownership of Documents

JL ENGINEERING, LLC and CLIENT shall retain ownership of reports, notes, calculations, and other documents, which are instruments of service to CLIENT. JL ENGINEERING, LLC'S plans and reports are for CLIENT'S use only for the purposes disclosed to JL ENGINEERING, LLC. CLIENT may not transfer reports to others or use them for a purpose for which they were not prepared without written approval, which will not be unreasonably withheld. At CLIENT'S request, JL ENGINEERING, LLC will provide endorsements of our plans, reports, or letters of reliance, but only if the recipients agree to be bound by the terms of our agreement and only if we are paid the administrative fee stated in our then current Schedule of Charges.

If CLIENT does not pay for services as agreed, JL ENGINEERING, LLC may retain all plans, reports, and work not yet delivered to CLIENT and all reports and other work in CLIENT'S possession must be returned to JL ENGINEERING, LLC. Plans, reports and other work may not be used by CLIENT for any purpose whatsoever until they are paid for in full.

SECTION 6 - GENERAL LEGAL PROVISIONS

A. Termination

1. CLIENT may terminate this AGREEMENT for convenience. In such event, JL ENGINEERING, LLC will be entitled to compensation for Services performed up to the date of termination. JL ENGINEERING, LLC will not be entitled to compensation or profit on Services not performed.
2. The obligation to provide further services under this AGREEMENT may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, and defaulting party does not commence correction of such nonperformance within five days of written notice and diligently completes the correction thereafter.
3. If no notice of termination is given, relationships and obligations created by this AGREEMENT, except indemnification obligations, will be terminated upon completion of all applicable requirements of this AGREEMENT.

B. Severability and Survival

If any of the provisions contained in this AGREEMENT are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Indemnities and express representations shall survive termination of this AGREEMENT for any cause.

C. Wyoming Law and Venue

The parties agree that any action at law, suit in equity, or judicial proceeding for the enforcement of this AGREEMENT or any provision thereof shall be instituted only in the courts of the STATE OF WYOMING, and it is mutually agreed that this AGREEMENT shall be governed by the laws of the STATE OF WYOMING, with venue in the Fifth Judicial District Court, Park County, Wyoming, both as to interpretation and performance.

D. No Third Party Beneficiaries

This AGREEMENT gives no rights or benefits to anyone other than JL ENGINEERING, LLC and CLIENT and has no third party beneficiaries.

E. Limits of Agreement

This instrument contains the entire AGREEMENT between the parties, and no statement, promise or inducements made by either party or agents of either party, which are not contained in the written AGREEMENT shall be valid or binding. This AGREEMENT supersedes all prior written or oral understandings. This AGREEMENT may not be enlarged, modified or altered except by a duly executed written instrument.

F. Consequential Damages

Neither Party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

SECTION 7 - LIMITATION OF LIABILITY

JL ENGINEERING, LLC will not be liable for special, incidental, consequential, or punitive damages, including, but not limited to, those arising from delay, loss of use, loss of profits or revenue, loss of financing commitments or fees, or the cost of capital.

JL ENGINEERING, LLC will not be liable for damages unless suit is commenced within two years of the date of injury or loss or within two years of the date of the completion of our services, whichever is earlier. JL ENGINEERING, LLC will not be liable unless CLIENT has notified JL ENGINEERING, LLC of the discovery of the claimed breach of contract, negligent act, or omission within 30 days of the date of discovery and unless CLIENT has given us an opportunity to investigate and to recommend ways of mitigating damages.

JL ENGINEERING, LLC'S fees for services are small in relation to the risk. For CLIENT to obtain the benefit of a fee which includes reasonable allowance for risks, you agree that our aggregate liability will not exceed the fee paid for our services or \$50,000, whichever is greater, and CLIENT agrees to indemnify us from all liability to others in excess of that amount. If CLIENT is unwilling to accept this allocation of risk, JL ENGINEERING, LLC will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this agreement, CLIENT provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate JL ENGINEERING, LLC for the greater risk undertaken. This increased fee is not the purchase of insurance.

If CLIENT fails to pay JL ENGINEERING, LLC within 60 days following invoice date, JL ENGINEERING, LLC may consider the default a total breach of this agreement and, at JL ENGINEERING, LLC'S option, terminate all duties without liability to CLIENT or to others.

If JL ENGINEERING, LLC is involved in legal action to collect compensation, CLIENT agrees to pay JL ENGINEERING, LLC'S collection expenses, including reasonable attorney fees. If CLIENT makes a claim against JL ENGINEERING, LLC that is resolved in JL ENGINEERING, LLC'S favor, CLIENT will reimburse JL ENGINEERING, LLC'S costs of defense, including, but not limited to, reasonable attorney and expert witness fees.

It is customary for the consultant that provides design recommendations to be retained to provide observation and related services during construction. If JL ENGINEERING, LLC is not retained to provide continuing services, CLIENT agrees to hold JL ENGINEERING, LLC harmless from all claims, losses, and expenses arising out of any interpretations, clarifications, substitutions, or modifications of JL ENGINEERING, LLC'S work provided to CLIENT or others. If JL ENGINEERING, LLC is retained to provide observation and related services during construction, JL ENGINEERING, LLC'S services will not in any way have any right to control the work, stop the job, supervise or coordinate subcontractors, direct the contractor's means, methods, techniques, sequences or procedures of construction, and safety precautions and programs.

SECTION 8 - GENERAL CONSIDERATIONS

A. 8.01

Standards of Performance

A. CLIENT shall be responsible for, and JL ENGINEERING, LLC may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to JL ENGINEERING, LLC pursuant to this Agreement. JL ENGINEERING, LLC may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

B. CLIENT shall make decisions and carry out its other

responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of JL ENGINEERING, LLC.

C. Prior to the commencement of the Construction Phase, CLIENT shall notify JL ENGINEERING, LLC of any variations from any notice or certification that JL ENGINEERING, LLC will be requested to provide to CLIENT or third parties in connection with the Project. CLIENT and JL ENGINEERING, LLC shall reach agreement on the terms of any such requested notice or certification, and CLIENT shall authorize such Additional Services as are necessary to enable JL ENGINEERING, LLC to provide the notices or certifications requested.

D. JL ENGINEERING, LLC shall not be required to sign any documents, no matter by whom requested, that would result in the JL ENGINEERING, LLC's having to certify, guarantee or warrant the existence of conditions whose existence the JL ENGINEERING, LLC cannot ascertain. CLIENT agrees not to make resolution of any dispute with the JL ENGINEERING, LLC or payment of any amount due to the JL ENGINEERING, LLC in any way contingent upon the JL ENGINEERING, LLC's signing any such certification.

E. During the Construction Phase, JL ENGINEERING, LLC shall not supervise, direct, or have control over Contractor's work, nor shall JL ENGINEERING, LLC have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

F. JL ENGINEERING, LLC neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

G. JL ENGINEERING, LLC shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except JL ENGINEERING, LLC's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by CLIENT without consultation and advice of JL ENGINEERING, LLC.

B. 8.02

Authorized Project Representatives

A. Contemporaneous with the execution of this Agreement, JL ENGINEERING, LLC and CLIENT shall designate specific individuals to act as JL ENGINEERING, LLC's and CLIENT's representatives with respect to the services to be performed or furnished by JL ENGINEERING, LLC and responsibilities of CLIENT under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

C. 8.03

Design without Construction Phase Services

A. Should CLIENT provide Construction Phase services with either CLIENT's representatives or a third party, JL ENGINEERING, LLC's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase.

B. It is understood and agreed that if JL ENGINEERING, LLC's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by CLIENT, then CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the JL ENGINEERING, LLC that may be in any way connected thereto.

D. 8.04

City of Cody, Wyoming Provisions

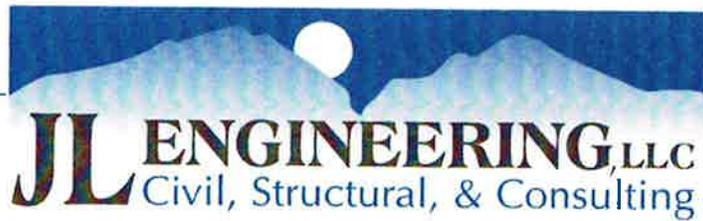
A. **Governmental Immunity.** CLIENT does not waive governmental immunity by entering into this Agreement, and specifically retains immunity and all defenses available to it pursuant to Wyo. Stat. § 1-39-101 through 121 and all other applicable law, state or otherwise, and any amendments thereto.

B. **Availability of Funds.** Each payment obligation of CLIENT is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by CLIENT, the Contract may be terminated by CLIENT at the end of the period for which the funds are available. CLIENT shall notify JL ENGINEERING, LLC at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to CLIENT in the event this provision is exercised, and CLIENT shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit CLIENT to terminate this Contract in order to acquire similar services from another party.

C. **Award of Related Contracts.** CLIENT may undertake or award supplemental or successor contracts for work related to this Contract. JL ENGINEERING, LLC shall cooperate fully with other contractors and CLIENT in all such cases.

D. **Kickbacks.** JL ENGINEERING, LLC certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If JL ENGINEERING, LLC breaches or violates this warranty, CLIENT may, at its discretion, terminate this Contract without liability to CLIENT.

E. **Insurance.** Professional Liability or Errors and Omissions Liability Insurance. JL ENGINEERING, LLC shall provide proof of professional liability insurance or errors and omissions liability insurance to protect the State and the Agency from any and all claims arising from JL ENGINEERING, LLC'S alleged or real professional errors, omissions or mistakes in the performance of professional duties in an amount not less than One Million Dollars (\$1,000,000.00).



March 5, 2015

Mr. Rick Manchester, Director
Paul Stock Recreation Center (Parks Shop Renovation)
P.O. Box 2200
1402 Heart Mountain Street
Cody, WY 82414

**RE: QUALIFICATIONS AND PROPOSAL FOR CITY OF CODY BECK LAKE PARKS
MAINTENANCE SHOP**

Dear Mr. Manchester:

I would like to thank yourself and the City of Cody for the opportunity to submit a qualifications and proposal packet for the proposed renovations of the Beck Lake Parks Maintenance Shop. As per your Request for Qualifications and Proposal a project team has been assembled to meet the requirements and needs of the Project. Discussions have also been made with Mr. Scott King of the City of Cody in order to confirm what team members will be needed. The Project Team assembled to meet the goals and requirements for the renovation include the firms of, JL Engineering, LLC, Mountain States Consulting, and GeoScience, PLLP.

In response to your request please find enclosed the requested information as detailed in the RFQ/RFP. As discussed if our Project Team is selected a Certificate of Professional Liability Insurances will be provided. If additional policies are required of the Project Team this matter will be discussed and may change the proposed cost breakdown.

The submittal cost breakdown and times are based on the information and scope provided to date. If upon receiving the opportunity to provide services to the City of Cody further information or additional plans are obtained that change the scope of the project the Project Team reserves the right to negotiate the proposed fees and scheduling. Additionally, this right is reserved if after project meetings with you or staff changes are made to the scope of the project.

I would like to thank you and the City of Cody on behalf of the Project Team for taking the time to review the submitted qualifications and proposal. If you have any questions about the proposal, the team qualifications, or would like to set up an interview, please feel free to contact me at your convenience.

Sincerely,

Justin F. Lundvall, P.E.
Member/Manager

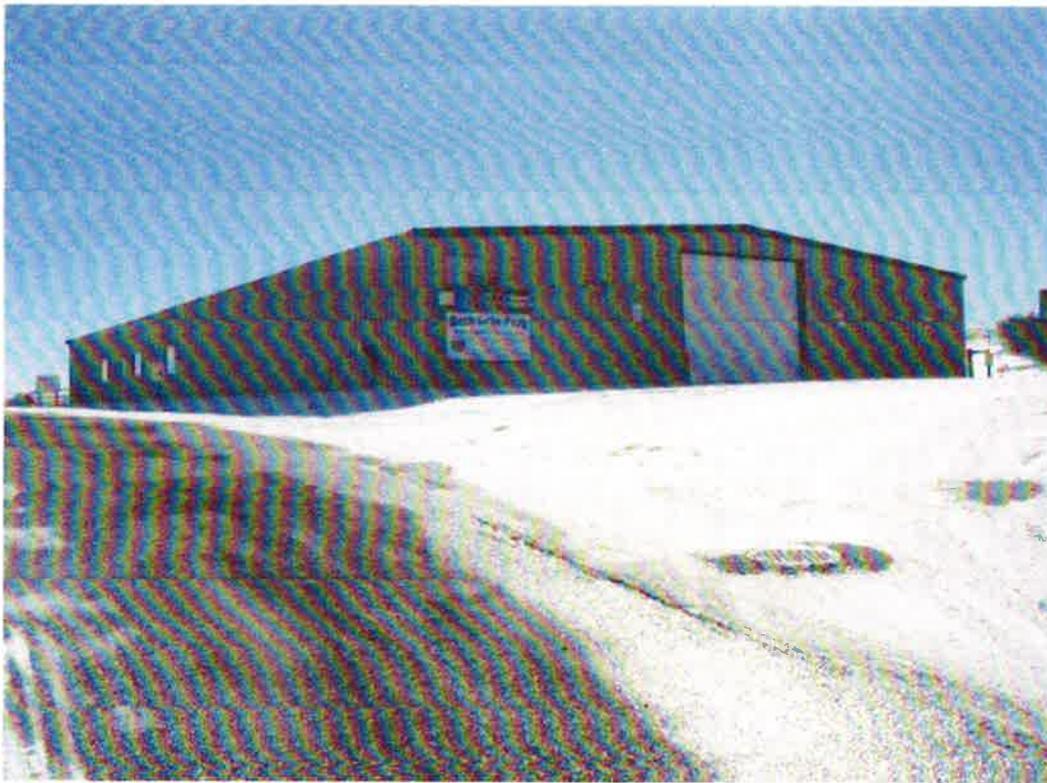
Encls.



Beck Lake Parks Maintenance Shop

Request for Qualifications and Proposal for Renovations

Prepared for: The City of Cody



Prepared by:

**JL Engineering, LLC
Cody, Wyoming**



City of Cody Beck Lake Parks Maintenance Shop Renovation

Statement of Interest & Qualifications

JL Engineering, LLC

Justin F. Lundvall, PE

P.O. Box 3125

Cody, WY 82414

(307) 272-4399

JustinL5123@hotmail.com

The Project Team of JL Engineering, LLC, Mountain States Consulting, and GeoScience, PLLP offers experience in design, project management, construction observation, and a common sense approach to seek cost-effective, reliable solutions for client projects. We strive to give our clients a quality product for a reasonable price by being thorough and accountable for the work and services provided. Our firms are responsive to the client's desires and needs and work to communicate directly with the client to obtain solutions that adhere to applicable codes and requirements to meet the responsibilities and duties of a licensed professional engineering firm. Considering the collective team members the Project Team provides the following services, expertise, and capabilities:

- The ability to communicate and work with clients, direct communication with Team Personnel
- Commercial, Residential and Transportation Design
- Geotechnical Investigation and Design Recommendations
- Project Management and Construction Administration/Observation
- Design of Foundation and Structural Components
- Capabilities to provide computer generated details, construction documents and bidding services

The Project Team has experience with foundations and structures that are very similar to the Beck Lake Maintenance Shop building. Additionally, the team in different capacities has dealt with problematic soils and foundation conditions for various structure types in and around the Cody area. Please see the enclosed Example Projects and the Resumes & Experience Sections for examples of past projects and experience of the Project Team.

As local firms we are interested in providing engineering services to the community in an effort to improve the quality of life for its residence. This is accomplished by ethical, responsible, and professional work on a variety of projects including commercial, residential, and transportation. The proposed Beck Lake Maintenance Shop Renovation would be such a project. With the combined experience, resources, and capabilities of the Project Team, we can provide the City of Cody with the design and engineering services that are necessary for the success of this Project.

Project Description

As presented in the RFP/RFQ package, site visits, the pre-submittal meeting, and conversations with City of Cody Personnel the Project entails corrective or remedial measures to repair the exhibited damage being displayed in the concrete slab and interior of the City of Cody Beck Lake Parks Maintenance Shop. As presented the overall budget for the Project budget is estimated to be \$400,000 with a desired time of completion by July of 2015 (City's fiscal year end). The Project is considered to be more budget sensitive than time.

The existing facility was originally used as the City's Water Treatment Plant. According to plans and City of Cody Council Minutes it appears that the existing facility was constructed for the City Water Department in 1981. Additional plans/details indicate that the facility was re-configured and possibly re-constructed somewhere late in 1993 and into 1994 to the current configuration.

With the reconstruction, the settling basins and pits of the treatment plant were filled in. The material used for the backfill is unknown and based on Staff recollection there was no methods of compaction other than truck traffic from dump trucks coming in and out hauling the fill material in. Additionally, it was not certain if the basin and pit walls were left in when the facility was reconfigured.

Within approximately a year after completion of the reconstruction movement issues were noticed. Water pipes that were attached to walls pulled apart. Additionally, at some point repair work was conducted in one of the interior restrooms. The slab was removed exposing a 2'-3' void. The movement had allowed the toilet to pull away from the sewer line allowing sewage to dispense into the ground.

At one point in time, a repair attempt was made by mudjacking the slab. The quantity of material pumped under the slab was unknown. As recognized by this RFP/RFQ and the visual displayed damage this remedial attempt did not give a long term fix to the damaged slab and movement issues.

The movement appears to be caused by potential settlement of the non-compacted fill material. However, during on-site visits of the structure the break room area appears to be one location that either has remained solid and has had settlement on both sides, heaved, and/or possibly a combination of settlement and heave. This area could potentially be a location where a walkway was for the settling basins/pits, where the mudjacking effort created a solid support, or the possibility of small area of expansive material is found.

Other locations show signs of extreme settlement. This is indicated where interior walls are "hung" from the roof beams, gaps of 3" (+/-) are displayed between the bottom of the wall and the top of the slab. Cracking and differential movement is evident in the slab throughout the majority of the filled-in/reconstructed area. Visually, it appears that for the most part the exterior foundation and column supports have performed adequately compared to the reconstructed area. However, in the office area on the exterior wall near the exterior door there is a location that has the visual appearance of a possible dip.

Current concerns with the Project are essentially based on what are the actual conditions underneath of the slab. Some of the concerns include but are not limited to the following:

- What was used for backfill material
- The depth of the backfill and bottoms of the basins/pits
- If there might be water seepage or hydrostatic pressure from Markham Reservoir
- Depth to competent supporting material
- If the concrete pit/basin walls were left in place, if so the condition of the concrete
- Verify existing perimeter foundations and depending on remedial measures chosen if the in-place soil will support the foundations during construction. For example if the existing basin/pit walls are in place are they providing some lateral support for the in-place soil supporting the foundations? Additional, verify the condition of the existing concrete.

These issues makes it problematic in proposing the most feasible and economical method to attempt to remediate the problems. This in turn makes a design quote and construction schedule estimate challenging to figure.

Contractors have been consulted as to proposed different remedial measures for the Project. Estimating the construction time frame can vary widely based on what is underneath the slab and the potential proposed remedial construction method.

However, several options are proposed including geotechnical and exploratory investigations during the "Design" Phase. These investigations would help to alleviate the listed concerns and provide a better idea and understanding of what is being dealt with and present options to consider for the most economical and feasible solution.

Statement of Experience & Capabilities

A Project Team has been assembled in order to provide the required services for the completion of this project. The team consists of the firms of JL Engineering, LLC, Mountain States Consulting, and GeoScience, PLLP. JL Engineering, LLC will be the primary or lead firm for this project. Considering the collective team members the Project Team provides the following services, expertise, and capabilities:

- The ability to communicate and work with clients, direct communication with Team Personnel
- Commercial, Residential, and Transportation Design Experience
- Geotechnical Investigation and Design Recommendations
- Project Management and Construction Administration/Observation
- Design of Foundation and Structural Components
- Capabilities to provide computer generated details, construction documents and bidding services

Please see the enclosed organizational chart for a list of the key personnel, the team members expected duties, and services provided by that member. As expected when working with a team some of the duties will be specific to that team member while others may overlap to obtain the desired results. The team will complement each others roles in an effort to maximize efficiency and meet the proposed project schedule. Additional detailed information pertaining to the individual members and their qualifications can be found in the team members' Resumes & Experience section.

The Project Team consists of, for the most part, local Cody professionals. In addition, we have supplemented the team with professionals in geotechnical engineering an area that is not provided locally. However, GeoScience, PLLP has worked on various projects in Cody and the surrounding area. As can be seen in more detail in the Resume & Experience Section the Team members have a range of experience dealing with foundations and structures types similar to the Beck Lake Maintenance Shop. With the pieces of the team complementing and drawing from this experience we are confident that we can provide the City of Cody with the engineering services that are required for a successful project.

Furthermore, the team in a range of capacities has worked with contractors on an assortment of residential and commercial projects during construction in order to obtain a completed end project that meets applicable codes and desired results. This is done as a cooperative effort of representing the client and the project requirements and collaboration with the contractor.

Related Projects

As can be seen in the supplied Resumes & Experience details the Project Team has a wide range of professional and related project experience. In addition a brief example page of local projects is enclosed. This is a small sample of projects that represents design of foundations and slabs for structures similar to the Maintenance Shop structure. Included in the examples is the Paul Stock Aquatic and Recreation Center Weight Room Renovation. This project is a representation of work that was done in conjunction to City of Cody bidding procedures and working as a City related project.

Although the examples given are of new construction the procedures and methods would essentially be the same for the proposed renovations of the Maintenance Shop structure. Depending on project location, geotechnical information has been gathered or building code information used to facilitate the design of foundation supporting elements and slab on-grade designs. In general, the designs take into consideration the dead and live loads of the supporting exterior structure that will be carried by the column to foundation elements. The foundation elements at the columns often consist of a spread footing or pier type footing to disperse and/or transfer the loads to the supporting soil and meet requirements of frost depth.

Additionally, the intended use of the building is considered in the design of the slabs. Slab design can vary with proposed loading conditions including stationary equipment, interior walls, and various sized vehicles and/or vehicle paths. Furthermore, based on the use, foundation design or subsurface preparation can depend on the temperature of the structure. For example a cold storage facility may require additional design and construction procedures to prevent the soil beneath the slab from freezing which can cause frost heaves which could damage the concrete slab. A local example of this is the Smith Cold Storage Building in Cody used for the storage and distribution of ice.

A few local project examples of typical "shop" type structures with supporting steel beams and columns include the Baker Hughes Shop, Joe's Auto Shop, and the Cody Cattle Company. Additional examples and Project Team Experience is detailed in the Resumes & Experience Section.

Further, the Project Team has experience with projects constructed on potentially problematic soils. Two such projects include residential construction that were constructed in locations known for poor soil conditions. The Coe Residence was constructed on the Olive Glenn Golf Course. The soils conditions in this area can vary. This this project was located on potentially expansive soils. Geotechnical recommendations for this foundation included over-excavation of existing soils and replacing with several feet of compacted non-expansive granular material. Additionally, a geofabric material was used to aid in separation between the existing material and the backfill as well as aid in adding additional strength.

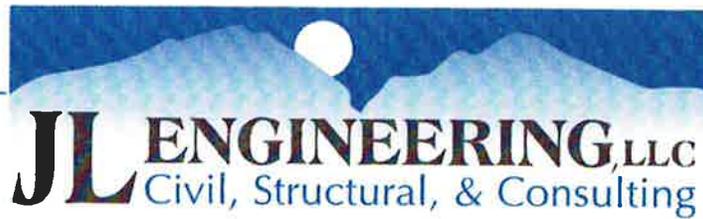
A second example of poor soil construction was the Buffkin Residence completed in the Diamond Basin area. The soils were again found to be expansive in nature lending toward

potential heave of a foundation system. To minimize potential movement and related damage the residence was constructed and supported on a deep foundation consisting of micropiles supporting grade beams with void forms.

Additionally, both of these residential structures included recommendations for drain systems in an effort to keep moisture away from the foundation and the problematic soils. This would also be a proposed recommendation in the remediation of the Maintenance Shop Building.

With the uncertainties of what is actually underneath the existing slab several design and construction methods are proposed as potential remedies. These include the use of a deep foundation system or an engineered fill.

The Project Team has the necessary experience to design foundation and slab systems that would be used in the Maintenance Shop Renovation Project. Furthermore, the Project Team has the experience in using alternative measures such as deep foundations or engineered fills to support the foundation or slabs that may be required for this Project.



Beck Lake Parks Maintenance Shop
Project Team

JL Engineering, LLC

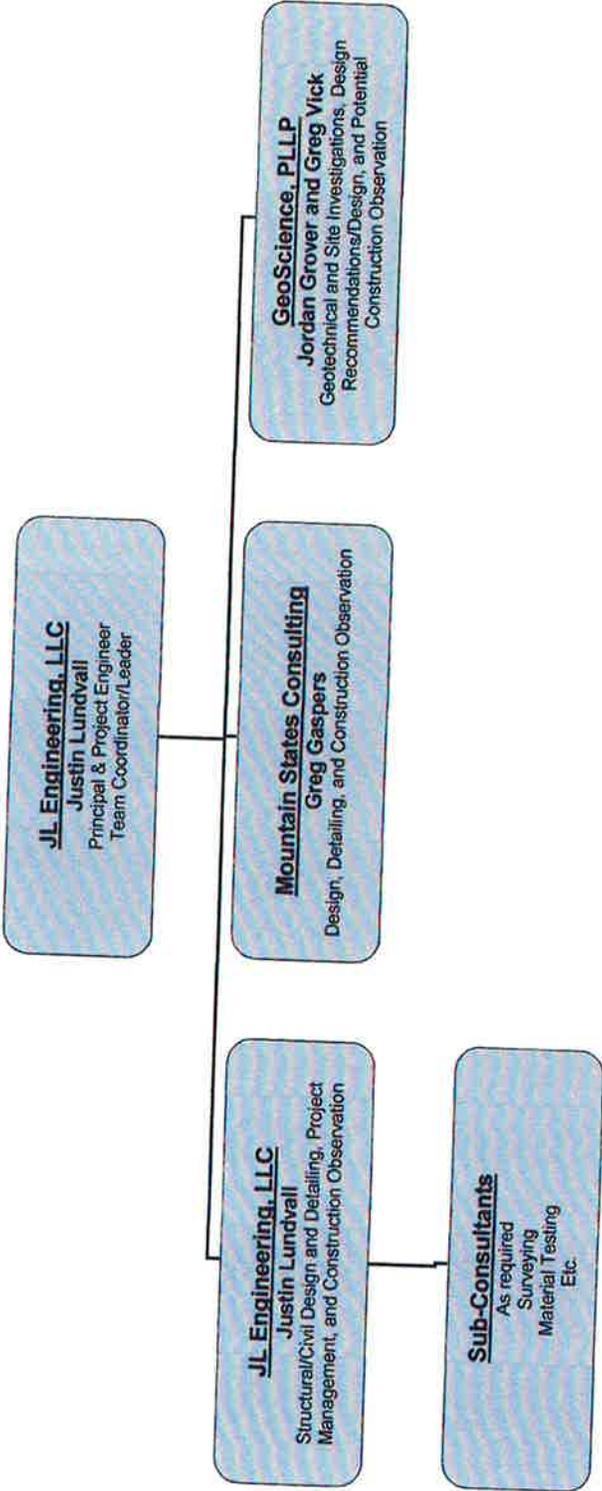
P.O. Box 3125
Cody, WY 82414
Phone: (307) 272-4399
Contact: Mr. Justin Lundvall

Mountain States Consulting

2831 Highway 120
Cody, WY 82414
Phone: (307) 587-2727
Contact: Mr. Greg Gaspers

GeoScience, PLLP

2728 Gregory Drive North
Billings, MT 59102
Phone: (406) 656-5028
Contacts: Mr. Jordan Grover or
Mr. Greg Vick



Examples of Past Projects

For Additional Projects, Experience, and Contacts please see the Resumes

Project: Baker Hughes New Shop
Blackburn Ave, Cody, WY
Foundation & Slab Design
50' x 168' (Nominal)

Client: Mr. Ed Higbie
Contacts: Mr. Ed Higbie
(307) 899-1403



Project: Boydston Shop-Joe's Auto
Big Horn Ave., Cody, WY
48' x 102' (Nominal)

Client: Mr. Andy Cowan
Contacts: Tundra General Contractors
(307) 250-6831

Contractor: Tundra General Contractors LLC
Mr. Andy Cowan
(307) 250-6831

Project: Cody Cattle Company
DeMaris Street, Cody, WY
(11,840 ft²)

Client: Mr. Greg Gaspers
Mountain States Consulting

Contacts: Mr. Greg Gaspers
(307) 587-2727



Project: Weight Room Renovation
Paul Stock Aquatic and
Recreation Center

Client: Shoshone Recreation District
Contacts: Mr. Rick Manchester
(307) 527-3484

Contractor: Tundra General Contractors LLC
Mr. Andy Cowan
(307) 250-6831

Proposed Renovation Options

Considering the uncertainty of what is going on with the supporting soil of the concrete slab it is proposed to include within the Design Phase of the Project an Investigative/Exploratory Phase which would include geotechnical investigations and a suggested level survey.

A geotechnical investigation is warranted to alleviate many of the unknowns of the subsurface conditions and concerns as expressed in the Project Description. Furthermore, with the geotechnical investigation, design recommendations can be developed for the support of the slab structure. This investigation can also potentially determine if there is subsurface water that may be affecting the performance of the supporting soils.

The level survey would be of the exterior of the building as well as the interior especially at column locations. The level survey would serve two purposes:

- 1) Verify that existing foundations and “existing” perimeter structure are performing adequately and have not had movement that may not be visible. If not alternatives and an amended scope of work may include underpinning the existing foundations.
- 2) Provide a baseline for construction, giving the ability to verify that the foundations do not move during the renovations.

Additionally, during the Investigative/Exploratory Phase it would be suggested that the existing foundations at the typical column locations be exposed. This would be done to verify what is actually there and that the concrete is still in working condition.

Currently, with the unknown conditions and the scope of work there are several alternative approaches to consider for the renovations for the Maintenance Shop Project. With the current condition of the slab it would be proposed that it be removed for all proposed remedial solutions. As can be seen around the perimeter there is a 4’-5’ strip of concrete that may be able to remain in place, replacing only areas that are displaying somewhat “normal” concrete cracking.

Additionally, all interior walls would be removed. A reconfiguration of office spaces, work areas, and bathrooms would be detailed with discussions with Owner/Staff representatives.

Dependent on supporting conditions and the intended use of the structure it is preliminarily estimated that a new cast in-place 6” reinforced concrete slab would probably be sufficient. This will be verified during the design phase.

Proposed Options

Option 1- Removal and Replacement

Depending on the findings of the geotechnical investigation removal and replacement may be considered. The depth of removal would be recommended from the results of the geotechnical investigation. The replacement fill would be compacted to a specified moisture and density. Replacement can provide safe slab-on grade construction. Contingent on the depth of removal this may provide an economical support solution.

Option 2- Remolding and Compaction

If the material used for fill was of good quality and as expected in the majority of the area was not compacted properly this may be a viable option. Quality control would again be essential to ensure proper compaction at the specified moisture and density.

Option 3- Engineered/Reinforced Fill

This could be a variation of either Option 1 or Option 2. It may be desirable and more economical to use a geosynthetic to reinforce the soil to provide support for slab-on grade construction. The reinforcement may lessen the depth of removal and or increase the capacity of the existing soil.

Option 3- Deep Foundations

This would entail the use of helical piers or micropiles. Driven piles or drilled shafts could also be considered but due to limited overhead clearance would essentially eliminate them for this application. This option could be used to save construction time in removal, replacement, and compaction of soils. The piles/piers would be installed to a depth that would provide the required bearing support. Additional concrete grade beams would be designed and constructed to support the reinforced slab between pier/pile locations.

Both the helical piers and micropiles could be feasible alternatives. The choice of the pier versus the pile could depend on the materials that are encountered. Helical piers are not suitable in locations where subsurface material may damage the shaft or the helices. Soils containing cobbles, large amounts of gravel, boulders, construction debris, and/or landfill materials are usually unsuitable for helical products. Additionally, because the products have slender shafts, buckling may occur in extremely soft soil, which cannot exert sufficient lateral force on the narrow shaft.

Depending on the soils encountered during the geotechnical investigation additional test piers may be required to determine the depth of additional piers and where the required torque and

bearing is reached. Also depending on the depth required, the potentially left in place concrete bottom of the basins/pits may pose additional problems for helical piers.

If micropiles were deemed the choice to provide support the Project Team could provide a design-build approach to the micropiles themselves. Potentially offering a cost efficient solution.

Option 4- Construction of a New Facility

This option is not currently in the described scope of work as presented in the RFP/RFQ proposal. It may be considered and explored more when considering the age of the existing structure and if the existing perimeter foundation is demonstrating signs of movement. If movement is determined in the exterior foundation underpinning may be warranted. This may make a new structure more desirable.

Conceptually the new structure could be shifted to the “east” of the existing structure into the current parking lot. There is approximately 155’-160’ of space available between the existing structure and the “eastern edge” of the parking lot.

An alternative approach that could be considered would be to use a post tensioned slab over the top of the existing slab. The drawback to this would be adding elevation to the existing floor, thus having to build ramps or tapers for vehicle and pedestrian access. Additionally, access would be needed around the perimeter of the structure to be able to conduct the post tensioning.

All options can be discussed further and are based on preliminary ideas and concepts. After geotechnical investigations and recommendations are made an economical/feasibility “study” could eliminate or modify alternatives. Additionally, independent of the Renovation Option selected, it would be recommended that the potential of a drainage system be installed at a minimum around the perimeter of the building in an effort to minimize potential water infiltration into/under the structure.

Phase Responses

Phase One – Design Services

As presented the Project Team has a variety of related experience in designing concrete floors and foundation walls. This experience includes slab-on grade design, grade beam design, foundation walls for normal basement/crawlspace construction, and foundation/retaining walls in deep/sloped construction. Additionally, experience has been gathered in constructing foundations on problematic soils by using engineered fills and deep foundation design and practices based off of geotechnical recommendations.

Phase Two – Bidding Services

One example project that was given was the Paul Stock Aquatic and Recreation Center Weight Room Renovation. This project is a representation of work that was done in conjunction to City of Cody bidding procedures and working as a City related project. A Project Manual was completed with Sections used in City of Cody Projects.

Additionally, the “Rec” Center Project essentially followed the required bidding services with cooperation between the Project Team and the Owner in collaborating on various documents.

Phase Three – Construction Administration Services

Please see attached Pre-Bid Meeting Agenda for Bridge Over Alkali Creek Project. Although this is a Pre-Bid Meeting Agenda a Preconstruction Agenda would be presented very similarly.

The Project Owner should be involved and informed during the construction administration phase. This is the time where the Owner needs to see or be informed of progress and to insure that they are getting what they expect before it is too late or too costly to potentially modify the construction. The Owner should have open communication with “their” Consultant/Project Team as the Team is the Owner’s Representative.

Phase Four – Project Closeout

A final step and closure to government type or public use money type of projects. This is a formal step that again takes collaboration with the Consultant/Team and Owner in steps such as, punch list preparation and the 11-month walk-through. The Project Team has experience completing project closeouts for projects in Cody and Wyoming. Two examples would be the afore mentioned Paul Stock Aquatic and Recreation Center Weight Room Renovation and the Bridge Over Alkali Creek Project which was a Park County, Wyoming project. Both projects had closeout procedures that were similar if not identical to the listed required items.

Phase Five – Other Requirements

One option that is suggested and part of this proposal is the use of geotechnical investigations along with some potential exploratory investigations. These will add to the initial cost of “Design Fees” but they also help to eliminate or narrow down options and bring to light feasible options which then can be determined which is most economical. Additionally, the more information that is gathered initially the less unknowns there are to deal with and the better the design, which in-turn means less delays during construction, change orders, and cost changes. This also helps in Contractors being able to bid with more certainty as to what they are bidding on hopefully giving a better price to the Owner.

With any project there needs to be a certain degree of “flexibility” and the ability to adjust and take care of problems as they arise during the project. As they say it always looks good on paper but it doesn’t always work in the field. So without compromising the project or worker safety or the ultimate design/construction outcome, there needs to be flexibility where applicable and as always good communication.

The experience and approach of the Project Team on similar projects as well as previous working experience with the personnel of the Owner/Client would be beneficial to this Project.



**Pre-Bid Meeting Agenda
Bridge Over Alkali Creek
County Road 16
Job No. 100101
1:30 pm; May 9, 2011**

1. Introductions and Sign-In Sheet
 - a. Owner – Park County – Mike Collier, Project Manager & Greg Meinecke, County Engineer (June 1, 2011)
 - b. Project Engineer – JL Engineering, LLC; Justin Lundvall – PE
 - c. Contractors/Suppliers – Sign In
 - d. Utilities – Qwest, Terry Ferruzza and Energy West
2. Non – Mandatory Pre-Bid: Bids may be submitted by those not attending
3. General Work Description/Alternate Route – Work Description. Approximately 6 miles around to North side. Powell Road and Bridge will be removing tree. Flow rate minimum 165 cfs, depending on time of year looking at snow pack assume higher
4. Bid Schedules
 - a. Removal of abutments will be a minimum of 1-2 feet below flowline and what is necessary to not impede work or the installation of wire enclosed riprap.
 - b. Riprap/Abutment Removal – Neither Irrigation District is interested in the old concrete as riprap. Possibly farmers or ranchers. Addendum will have Army Corps of Engineers Public Notice/requirements.
 - c. The County will provide and haul the rock for the wire enclosed riprap.
 - d. Pile Depths 25 feet below abutment cap (1 foot embedment in cap):
Steel: Abutment No.1 (South): 4553...18, Abut. No. 2: 4552.58
Concrete: Abut. No. 1 (South): 4554.52; Abut No. 2: 4553.92
 - e. If there is not a bid item on the bid schedule for work called for on the drawings, it shall be considered subsidiary to items for which payment is being made.
 - f. Basis of award will be determined by the owner based on lowest responsible bid.
 - g. Engineer's opinion of probable construction cost depends on superstructure alternative Steel: \$290,000 Concrete: \$250,000
 - h. Bid Submittal:
 - i. Acknowledge Addenda
 - ii. Bid security – 5%

- iii. Wyoming Resident Contractor – 5% preference
- iv. 50% of work to be completed by Prime Contractor
- v. Qualifications

5. Key Dates from Agreement

Working Days will not start until Notice to Proceed is issued. This will be dependant on availability of Superstructure

a. Completion Dates

- i. Substantial Completion - 52 working days
- ii. Final Completion – plus 10 working days

b. Liquidated Damages

- i. Substantial Completion - \$500 per working day
- ii. Final Completion - \$250 per working day

c. Progress Payments

- i. Date of month due to Engineer – (how long will it take to prepare pay request)
- ii. Date due to owner –no later than 21st of the month
- iii. Owner to pay contractor within 30 days (Special Conditions 14.02)

6. Construction Scheduling and Sequencing

- a. Work Schedule – Begin Mobilization/Construction - Schedule depends on delivery of superstructure
- b. Scheduling Details & Requirements – Progress Schedule, regular updates
- c. Coordination with Property Owners – normal efforts
- d. Coordination with Property Owners – Staging areas (Contractor responsible)
- e. Other work occurring at the same time – Coordination with Qwest and possible PP&L on telephone and power lines being located on new structure

7. Permits

a. Owner/Engineer Obtained

- i. Army Corp of Engineers NWP-14
- ii. WDEQ – Increase in Turbidity
- iii. Park County Flood Plain Development Permit. Addendum (probably won't make Addendum No. 1)

b. Contractor Obtained

- i. Temporary Discharges – Storm water Permit and BMPs

- ii. Depending on temporary structure required for construction: Flow rate 2 yr event 165 cfs, depending on time of year consider snow pack possibly higher flows
- iii. Water usage

8. Utilities

- a. Conduit Sleeves, as necessary, will be provided in the retaining walls. Relocation work will be done by others.
- b. Depending on Superstructure selection hangers or sleeves for conduit hangers may be required.
- c. Allowable or unallowable interruptions in service
- d. Contractor is required to notify and coordinate all work with utilities
- e. Calling for utility locates by Contractor
- f. Gas line bored under creek channel

9. Hours and Days of Operation

- a. Monday through Friday, 7 am to 7 pm, unless otherwise approved by the Owner, Saturday's may be acceptable with Sunday's written approval by Owner
- b. Limitations – none

10. Staging Area(s)

- a. Location & Access – by Contractor
 - i. Landowner – Paul Rodriguez, Phone Number 307-754-3524
 - a. Ric Rodriguez, Phone Number 307-754-9870
- b. Trash Control
- c. Security
- d. Employee and equipment parking
- e. Porta-potty
- f. Field Trailer/Office

11. Dust Control

- a. Contractor responsibility – no direct payment
- b. Comply with DEQ Air Quality regulations

12. Shop Drawing Submittals

- a. Note any long lead time equipment

13. Key Items from Summary of Work

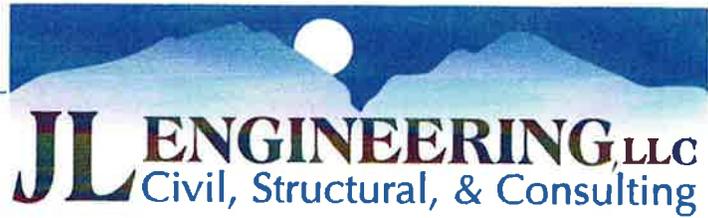
- a. Construction Water – Contractor must secure source and permitting if necessary
 - b. Construction material for embankment/road construction – Contractor must secure source.
-
- 14. WYDOT Review/Submittal of Superstructure Plans and Calculations. Turnaround
 - 15. Bids due June 6, 2011 no later than 5:00 pm MST. Delivered to County Engineer's office at 1131 11th Street, Cody WY 82414. Park County not responsible for bids delivered to any other address.
 - 16. Bids opened during regularly scheduled County Commissioners meeting June 7, 2011. Time TBD
 - 17. Anticipated award date – by June 14, 2011
 - 18. Surveying
 - 19. Testing –Contractor is responsible for , results and reports to Engineer



Professional Liability Insurance

JL Engineering, LLC

Certificate to be made available if selected for the Project



RESUMES & EXPERIENCE

Justin Lundvall – JL Engineering, LLC

Greg Gaspers – Mountain States Consulting

GeoScience, PLLP – Architect-Engineer and Related Services Questionnaire



**P.O. Box 3125
Cody, WY 82414
307-272-4399**

JustinL5123@hotmail.com

Experience

In September of 2005 Justin Lundvall founded JL Engineering, LLC. He has had the opportunity to work on a variety of projects ranging from residential to commercial projects as well as transportation projects. These projects have included foundation investigations and design, structural beams and member sizing, retaining wall design, and the design of bridge substructures as well as superstructures.

From October 2001 to January 2004, Justin was employed by Engineering Associates in Cody, Wyoming. His duties included general civil engineering pertaining to highway, county, and municipality projects. Additional duties included bridge abutment design, culvert sizing, site plans, and field (construction) observation on water lines, storm water sewers, MSEW retaining walls, and various concrete pours.

From May 2001 to October 2001, Justin was employed by Washington Infrastructure Services in Cheyenne, Wyoming. At WIS Justin's work pertained to general civil engineering for highway and municipality type of projects including MSEW retaining wall design.

Justin's work experience has allowed him to become familiar with projects from the design aspects as well as in the field and construction of various projects. Additionally, Justin has gained experience in applying and using various codes and design practices from International Building and Residential Codes to AASHTO LRFD Bridge Design Specifications.

Additional experience was obtained during the summers of 1992 and 1993 when Justin worked for Engineering Associates in Cody as a survey crewman and then a construction observer respectively. During the Fall of 1994 Justin worked for Johnson Engineering Associates performing calculations, layout, inventory, measurements in preparation of plans and details.

General

Justin is a Cody, Wyoming native and graduated from Cody High School in 1990. He currently serves as the Chairman of the City of Cody Planning, Zoning and Adjustment Board. Additionally, he is a member and current Secretary of the Cody Stampede Rodeo Committee.

Education:

- M.S. Civil Engineering – Geotechnical/Structural- University of Wyoming, 1997
- B.S. Civil Engineering- University of Wyoming, 1995

Professional Affiliations:

- Wyoming Engineering Society

Professional License:

- Wyoming Professional Engineer No. 9038
- Montana Professional Engineer No. 18335 PE (Up for Renewal)
- North Dakota Professional Engineer No. PE-7711 (Up for Renewal)

Publications:

- Published in: *47th Highway Geology Symposium – Roadway Settlement Over Culverts: Causes and Cures*
- *Mitigation of Roadway Settlement over Buried Culverts and Pipes, Master's Thesis*
- Final Report to WYDOT – *Mitigation of Roadway Settlement Over Buried Culverts and Pipes*

PROJECT EXPERIENCE

Below are a few of the projects Justin has been involved with since being self-employed and starting JL Engineering, LLC.

Commercial Projects

JL Engineering, LLC has worked with various contractors, business entities, and organizations on a variety of different commercial type projects. Examples would include:

Smith Cold Storage Building

Cody, Wyoming

Contact: Mr. Randy Smith, Mountain States Consulting, (307) 272-4093

Foundation and slab review/design for a cold storage building approximately 960 ft²

Park County Search & Rescue Building

Cody, Wyoming

Contact: Mr. Greg Gaspers, Mountain States Consulting, (307) 899-6400

Foundation and slab design for proposed new 2,750 ft² Search and Rescue Facility

Baker Hughes Foundation/Slab

Cody, Wyoming

Contact: Mr. Ed Higbie, Client (307) 899-1403

Foundation and slab design for a new 50' x 168' shop building

Boydston Shop Foundation/Slab

Cody, Wyoming

Contact: Mr. Andy Cowan, Tundra General Contractors, (307)-250-6831

Foundation and slab design for a new 48' x 102' shop building

Shoshone Recreation District

Cody, Wyoming

Contact: Mr. Andy Cowan, Tundra General Contractors, 307-250-6831

Paul Stock Aquatic and Recreation Center weight room renovation

West Park Hospital

Cody, Wyoming

Contact: Mr. Dan Latimer, D.W. Latimer, Inc. (307) 578-8243

Design of a reinforced cast in-place concrete drainage structure for the West Park Hospital addition

Cody Cattle Company

Cody, Wyoming

Contact: Mr. Greg Gaspers, Mountain States Consulting, (307) 899-6400

Foundation review for commercial/restaurant building, approximately 11,840 ft²

City of Red Lodge

Red Lodge, Montana

Contact: Mr. Skip Boyer (406) 446-1681

Plan review of a constructed shop in order to enable permitting by the State Inspector

St. Barbaras' Catholic Church

Powell, Wyoming

Contact: Joni Collier, Plan One/Architects (307) 587-8646

Renovation for an elevator lift

JL Engineering, LLC has also been involved in the sizing of beams for new construction as well as renovation projects. Examples would include Steel Buildings in Lander, Wyoming for Mr. Don Norman and Storage Unlimited in Cody, Wyoming for Mr. Larry Saunders.

Residential Projects

JL Engineering, LLC has been responsible for obtaining and in some cases interpreting geotechnical reports for foundation and retaining wall design for residential projects. Examples would include:

Mr. Mike Brosy Residence

Wapiti, Wyoming

Contact: Mr. Mike Brosy, (239) 823-9770

Remedial review/repair of cracking masonry foundation wall(s)

Mr. Hank Coe Residence

Cody, Wyoming

Contact: Mr. HR Coe, Coe Construction, (307) 899-2431

Mr. Phil Moore Residence

Cody, Wyoming

Contact: Mr. Greg Gaspers, Mountain States Consulting, (307) 899-6400

Mr. Jack Buffkin Residence

Cody, Wyoming

Contact: Mr. Jack Buffkin, Owner, (307) 899-0097

Additionally, JL Engineering, LLC has been involved in the review and design of interior beams for house construction, an example would be the Clark Residence in Cody, Wyoming (Contact: Mr. Andy Cowan, Tundra General Contractors, (307)-250-6831). Further residential work includes the foundation review and at times remedial recommendations for foundation certifications for manufactured housing.

Transportation - Bridge Projects

JL Engineering, LLC has been responsible and involved in the design or part of the design and project management including construction observation of the removal and replacement of existing structures for the following bridge construction projects:

Siphon Bridge

Freemont County, Wyoming – Marathon Oil Corporation

Contact: Mr. Terry Skinner, Marathon Oil Corp., (Northern Engineering & Consulting, Inc., (307) 527-2037

Lenore Bridge

Freemont County, Wyoming – Wind River Reservation, Eastern Shoshone & Northern Arapahoe Tribes

Contact: Mr. Wallace Gladstone, Northern Engineering & Consulting, Inc., (406) 839-2217

Bridge Over Alkali Creek – County Road 16

Park County, Wyoming

Contact: Mr. Greg Meinecke, Engineer or
Mr. Mike Collier, Project Manager, Park County, WY, (307) 527-8520

Franc's Fork Bridge

Meeteetse, Wyoming

Contact: Mr. Cory Toye, Trout Unlimited, (307) 332-7700

Howell Gulch Bridge

Red Lodge, Montana

Contact: Mr. Ted Campen, (406) 656-6227

Sleeping Giant Ski Area Bridge

North Fork Highway, Cody, Wyoming

Contact: Mr. Kevin Taylor, (406) 449-3746

Sunshine Canal Bridge

Meeteetse, Wyoming

Contact: Mr. Lee Allen, Greybull Valley Irrigation District, (307) 868-2601

China Wall Bridge

Wapiti, Wyoming

Contact: Mr. Frank Cocchia, (307) 899-3469

Additionally, JL Engineering, LLC has been involved in the review and design of mechanically stabilized earth walls (MSEW – retaining walls) and irrigation type structures, an example would be the Worland Streets Project in Worland, Wyoming (Contact: Mr. Dave Shultz, Sage Civil Engineering, (307)-527-0915).



Greg Gaspers



Owner: Greg Gaspers

Title: Manager/CADD Specialist

Description of Duties:

Mountain States Consulting has provided drafting and design services for the Big Horn Basin area since 1994. Specializing in computer aided design-drafting for commercial and residential projects. MSC will provide services from the design stage thru complete construction/bid documentation drawings. MSC utilizes state of the art computer software to generate presentation, 3 dimensional, and construction drawings/documentation. All building design will adhere to the latest state and local building codes.

Project experience past and current architectural commercial projects with MSC's involvement:

Cody Cattle Co.	Bill Thielmann	587-7555	Cody, WY
Fremont Motors	Dale Cowan Const.	587-9829	Cody, WY
Shoshone Rec. Weight Rm.	Tundra GC Construction	250-6831	Cody, WY
Big Horn Plaza	K.B. Nelson Construction	527-5621	Cody, WY
Park Co. Fire Dist. 2	Russ Wenke, Fire Marshall	527-8550	Cody, WY

MSC will provide pictures of the projects for references upon request. Thank you.

Greg Gaspers
dba Mountain States Consulting

2831 Hwy. 120

Cody, WY 82414

(307) 587-2727 office

(307) 899-6400 cell

mtstcon@yahoo.com

STANDARD FORM (SF) 254
 Architect-Engineer
 And Related Services
 Questionnaire

1. Firm Name/Business Address:
 GeoScience, PLLP
 2728 Gregory Drive North
 Billings, Montana 59102

1a. Submittal is for Parent Company Branch or Subsidiary Office

2. Year Present Firm Established 2007

3. Date Prepared: Feb 5, 2015

4. Specify type of ownership and check below, if applicable. Partnership

A. Small Business
 B. Small Disadvantaged Business
 C. Woman-owned Business

5. Name of Parent Company, if any: None

5a. Former Parent Company Name(s), if any, and Year(s) Established:

6. Names of not more than Two Principals to Contact: Title/Telephone
 1) Jordan L. Grover, PE, Geotechnical Engineer, Principal, (406) 656-5028
 2) Greg S. Vick, PG, LEG, Engineering Geologist, Principal, (406) 656-5028

7. Present Offices: City / State / Telephone / No. Personnel Each Office
 Billings, Montana, (406) - 656-5028, 3

8. Personnel by Discipline: (List each person only once, by primary function.)

Administrative	Electrical Engineers	Oceanographers	1	Geotechnical Engineer
Architects	Estimators	Planners: Urban/Regional	1	Engineering Technician
Chemical Engineers	1 Geologists	Sanitary Engineers		
Civil Engineers	Hydrologists	Soils Engineers		
Construction Inspectors	Interior Designers	Specification Writers		
Draftsmen	Landscape Architects	Structural Engineers		
Ecologists	Mechanical Engineers	Surveyors		
Economists	Mining Engineers	Transportation Engineers		

9. Summary of Professional Services Fees

Received: (Insert index number)	Last 5 Years (most recent year first)				
	2010	2011	2012	2013	2014
Direct Federal contract work, including overseas	1	1	1	1	1
All other domestic work	2	2	2	2	2
All other foreign work *	1	1	1	1	1

Ranges of Professional Services Fees INDEX
 1. Less than \$100,000
 2. \$100,000 to \$250,000
 3. \$250,000 to \$500,000
 4. \$500,000 to \$1 million
 5. \$1 million to \$2 million
 6. \$2 million to \$5 million
 7. \$5 million to \$10 million
 8. \$10 million or greater

*Firms interested in foreign work, but without such experience, check here:

10. Profile of Firm's Project Experience, Last 5 Years

Profile Code	Number of Projects	Total Gross Fees (in thousands)	Profile Code	Number of Projects	Total Gross Fees (in thousands)	Profile Code	Number of Projects	Total Gross Fees (in thousands)
1) 002	8	25	11) 068	18	56	21)		
2) 011	6	20	12) 072	6	40	22)		
3) 017	32	60	13) 076	1	4	23)		
4) 025	3	65	14) 095	5	12	24)		
5) 029	3	175	15) 097	80	200	25)		
6) 046	32	40	16) 108	24	56	26)		
7) 048	4	12	17) 114	8	12	27)		
8) 050	60	60	18)			28)		
9) 052	12	30	19)			29)		
10) 056	8	35	20)			30)		

11. Project Examples

Profile Code	"P," "C," "JV," or "IE"	Project Name and Location	Owner Name	Cost of Work (in thousands)	Completion Date (Actual or Estimated)
002	C	1 Pondera Canal & Reservoir Company, Geotechnical Evaluation of North and East Dams, Valier, MT	Pondera Canal & Reservoir Company 501 Pondera Avenue Valier, Montana	35	2010
025					
056					
029	C	2 McKinley School Micropiles and Grouting, Billings, MT	Dick Anderson Construction 1201 4 th Ave. N. Billings, Montana 59107	168	2014
097					
068					
108	C	3 Missile Launch Facilities, Air Force Communication Tower Foundation Evaluations, Numerous Sites, MT	Sabre Communications 2101 Murray Street Sioux City, Iowa 51102	65	2012
076					
097	C	4 Oregon Basin Station, Geotechnical Evaluation - Cody, WY	Marathon Petroleum Company 539 South Main Street - Rm. 3643 Findlay, OH 45840	4	2014
072					
097	C	5 United States Federal Court House, Geotechnical Over Site, Billings, MT	CTA Architects Engineers, Inc. 13 North 23 rd Street Billings, Montana 59103	12	2011
002					
025	C	6 Hepton Lake Levee Repairs and Irrigation Project, ID	Coeur d'Alene Tribe Lake Management 424 Sherman Avenue, Ste 306 Coeur d'Alene, Idaho 83814	38	2011
056					
002					
056	C	7 McKay Fork, Hydrogeological Evaluation, CO	RPM, Inc. 157 Skipper Road Belgrade, Montana 59714	5	2010
114					

050 097	C	8 Western Development, Micropiles and Grouting, Billings, MT	Sunset Construction & AT Architecture 2610 Anna Drive Billings, MT 59106	320	2013
050 097	C	9 Communication Tower Foundation Evaluations, Various Sites, MT	Montana Highway Patrol 2550 Prospect Avenue Helena, Montana 59620	25	2014
025	C	10 Green Hollow Dam Inspection, Gallatin Canyon, MT	Turner Enterprises, Inc. 113 Research Drive Bozeman, MT 59718	5	2014
046	C	11 West Downtown Phase III, Utility and Pavement Geotechnical Evaluation, Sheridan, WY	Sanderson Stewart 1300 N. Transtech Way Billings, MT 59102	6	2011
072	C	12 Government Services Administration Building, Geotechnical Evaluation, Billings, MT	GSA, Boyer Group 90 South 400 West, Ste. 200 Salt Lake City, Utah 84101	12	2011
002 056 114	C	13 Middle Dry Fork, Hydrogeological Evaluation, CO	RPM, Inc. 157 Skipper Road Belgrade, Montana 59714	5	2010
050 097	C	14 Private Residence, Geotechnical Evaluation, Wapiti, WY	Point Architects 1203 Sheridan Ave. Cody, WY 82414	3.2	2015
052 097	C	15 TrueNorth Steel, Crane and Fabrication Building Geotechnical Evaluation, Billings, MT	Sandman Consulting PC 402 21st Street South Moorhead Mn 56560	3.5	2011
017 097	C	16 Tractor Supply Building, Geotechnical Evaluation, Lewistown, MT	Edge Group PO Box 0688 Wadsworth, OH 44282	5.5	2014
025 097	IE	17 Geotechnical Evaluation of Numerous Earth Dam Structures, Browns, Bonneau, Nevada Creek, Beaver Creek, Bair, Tow, Anita, PR-19, VR-2	Bureau of Reclamation, Bureau of Indian Affairs, Montana Department of Natural Resources and Conservation, Bureau of Land Management	3,200	Previous Experience Of Partners
048 097	C	18 Butte Hospital Care and Rehabilitation Building, Geotechnical Evaluation, Butte, MT	J. Constenius & Associates 210 Parkhill Drive Whitefish, Montana 59937	6	2010
050 097	C	19 Private Residence, Geotechnical Evaluation, Billings, MT	Locati Architects 1007 East Main Suite 202 Bozeman, MT 59715	2	2014

052 097	C	20 Greybull Substation, Geotechnical Evaluation, Greybull, WY	HDR 2913 Millennium Circle Billings, Montana 59102-7444	6	2013
002 046 097	C	21 Moccasin Lake Road Improvements Project, Preliminary Geotechnical Evaluation, Wind River Reservation, WY	Northern Engineering & Consulting, Inc. 1301 Division St Billings, MT 59101	8	2011
017 097	C	22 Tractor Supply Building, Geotechnical Evaluation Cody, WY	Sage Civil Engineering 2824 Big Horn Avenue Cody, Wyoming 82414	6	2013
050 097	C	23 Goodman Development, Geotechnical Evaluation, Billings, MT	Sunset Construction & AT Architecture 2610 Anna Drive Billings, MT 59106	6	2015
052 067 097	C	24 Stillwater Mine Substation, Geotechnical Evaluation, Nye, MT	Sanderson Stewart 1300 N. Transtech Way Billings, MT 59102	5.4	2014
002 011 097	C	25 Franc Fork Bridge, Geotechnical Evaluation, West of Meeteetse, WY	JL Engineering, LLC PO Box 3125 Cody, WY 82414	9.8	2010
002 046 097	IE	26 Beartooth Highway Emergency Repairs Project, Geotechnical Evaluation, Red Lodge, MT	HKM Engineering, Inc. 222 North 32nd Street Billings, MT 59101	65	Previous Experience Of Partners
002 025 097	IE	27 Hume Draw Reservoir, Preliminary Geotechnical Evaluation, Sheridan, WY	HKM Engineering, Inc. 222 North 32nd Street Billings, MT 59101	12	Previous Experience Of Partners
095 097 099	IE	28 Cell 9 Slope Stability Evaluation, City of Sheridan Landfill, WY	HKM Engineering, Inc. 222 North 32nd Street Billings, MT 59101	14	Previous Experience Of Partners
046 095 097	IE	29 Dana Avenue Slope Stability Evaluation, Sheridan, WY	HKM Engineering, Inc. 222 North 32nd Street Billings, MT 59101	15	Previous Experience Of Partners
002 097	IE	30 Gillespie Draw Reservoirs, Preliminary Geotechnical Evaluations, Sheridan, WY	HKM Engineering, Inc. 222 North 32nd Street Billings, MT 59101	8	Previous Experience Of Partners
12. The foregoing is a statement of facts			Date: February 5, 2015		
Signature: _____			Typed Name and Title: Jordan L. Grover, PE, Principal		

ESTIMATED PROJECT SCHEDULE
 City of Cody Beck Lake Parks Maintenance Shop

ITEM	DESCRIPTION	NUMBER OF DAYS FOR COMPLETION	COMMENTS
Phase 1	Design Services	35 - 53	Includes Geotechnical and Exploratory Investigations. Potential for less depending on Renovation Option
Phase 2	Bidding Services	8	
Phase 3	Construction Admin	40 - 90	
Phase 4	Project Close-Out	6	
Time Frame- Plans & Constructions Documents	Time to complete construction documents	35-53	Dependant upon Renovation Option Selected as well as overlapping Design Phase Elements and Bidding Services Time Frame may be able to be reduced

Notes:

- 1) Possible for Design to commence before formal Geotechnical Report is issued, thus reducing the Design Length.
- 2) Design Length can also vary depending on the Proposed Renovation Option that is selected
- 3) Days are based on Business/Working Days

ESTIMATED CONSTRUCTION SCHEDULE
 City of Cody Beck Lake Parks Maintenance Shop

ITEM	NUMBER OF DAYS FOR COMPLETION	COMMENTS
Demolition and Removal of Existing Slab	15 - 20	
Option - 1 and Option -2		
Fill Removal		
4'	15	
6'	20	
8'	25	
Option - 1 and Option -2		
Fill Replacement (Compacted/Reinforced)		
4'	15	
6'	20	
8'	25	
Option - 3		
Helical Piers or Micropiles	15	
Reinforced Slab Replacement	5 - 10	Including Potential Grade Beams
Interior Walls, Plumbing, etc.	5 - 10	
Total Estimated Range =	40 - 90	Days

Notes:

- 1) Estimated times based on ballpark figures provided in discussions with Contractors and the limited access for equipment size
- 2) Depending on slab placement "phasing" it would be possible for work on interior walls to be commenced before the entire slab is constructed
- 3) Option - 4 Construction of a New Facility without deep foundation construction estimated at 120-180 days.
- 4) Days are based on Business/Working Days

Include top half of this completed form with proposal.

Company Name: JL Engineering, LLC
 Contact Person: Justin Lundvall
 Mailing Address: P.O. Box 3125 City State ZIP: Cody, WY 82414
 Phone: (307) 272-4399 Fax: upon Request (307) 527-6984
 Email: Justin.L5123@hotmail.com Web: N/A
 Authorized Signature: Justin J. Lundvall Date: 3/5/2015

Proposals must include:

1. Time frame of plan completion and a proposed construction timeframe.
2. Scored by P&R Director, Parks Supervisor, and City Engineer.

**RFP and RFQ Score Sheet—TO BE COMPLETED BY CITY
 DO NOT INCLUDE COST ESTIMATES OR BIDS ON THIS SHEET!**

ITEM	Description	100 Available Points	RFP/RFQ	Comments
Phase 1	Design Services	20 pts		
Phase 2	Bidding Services	10 pts		
Phase 3	Construction Administration Services	10 pts		
Phase 4	Project Close-Out	10 pts		
Experience	Similar projects completed in Cody and/or Wyoming	20 pts		
Time Frame—Construction Docs	Time to complete construction documents	20 pts		
Time Frame--Construction	Estimated time frame for construction	10 pts		
	Total Points	100		

Quote Sheet

Complete and submit in separate sealed envelope. To be opened when negotiating fee with most qualified consultant.

ITEM	Description		Quote Amount
Phase 1	Design Services		\$ 33,860
Phase 2	Bidding Services		\$ 5,760
Phase 3	Construction Administration Services		\$ 10,500
Phase 4	Project Close-Out		\$ 4,000
Reimbursable Items	Printing, travel, etc.		\$ 750/or Invoiced Price
Other terms			
		Total Not to Exceed Amount	\$ 53,870.00

2/5/2015

RFQ & RFP of City of Cody Beck Lake Parks Maintenance Shop

MEETING DATE: APRIL 7, 2015

DEPARTMENT: ADMINISTRATIVE SERVICES

PREPARED BY: LESLIE BRUMAGE

PRESENTED BY: LESLIE BRUMAGE

AGENDA ITEM SUMMARY REPORT

Declaration of Surplus

ACTION TO BE TAKEN:

Designate the house located at 1374 Rumsey Ave as surplus and authorize staff to proceed with the bid process for its removal.

SUMMARY OF INFORMATION:

On April 1, 2015 the City of Cody purchased the house and lot located at 1374 Rumsey Ave for the purpose of constructing a parking lot. In order to complete the parking lot the existing house must be removed and staff is in the process of preparing a bid packet for the removal or demolition of the house.

FISCAL IMPACT

At this time it is unknown what revenue the City may receive under the bid process.

ALTERNATIVES

1. Declare the house surplus and proceed with its disposal
2. Do not declare the house surplus and discontinue the bid process

ATTACHMENTS

None

AGENDA & SUMMARY REPORT TO:

None

AGENDA ITEM NO. _____

MEETING DATE: APRIL 7, 2015

DEPARTMENT: ADMINISTRATIVE SERVICES

PREPARED BY: LESLIE BRUMAGE, FINANCE
OFFICER

AGENDA ITEM SUMMARY REPORT

Disposal of Asset

ACTION TO BE TAKEN:

Declare the Galaxy radar trailer asset ID #1.001170 as junk and authorize the disposal of the unit as scrap metal.

SUMMARY OF INFORMATION:

On November 10, 2014 the police department's mobile radar trailer was hit by a vehicle on Big Horn Avenue. The unit was damaged and the City filed a claim against the driver's insurance. The insurance company reimbursed the City \$8,890 for the damaged radar trailer and the police department will use these funds to purchase a replacement trailer.

Since the radar trailer is no longer usable and cannot be repaired the police department plans to include it with the City's other unusable metals and sold for scrap.

FISCAL IMPACT

Since prices for scrap metal are constantly changing, it is unknown how much the City will receive for this unit.

ATTACHMENTS

1. City Asset Disposal Form
2. Photo of damaged trailer

AGENDA & SUMMARY REPORT TO:

None

AGENDA ITEM NO. _____

City of Cody
Asset Disposal Form

Asset Information

Asset Tag # 001170 Serial/VIN # 5F17S101721000659
Description: Galaxy 2 Digit Radar Trailer
Model WSDT-S Manufacturer Galaxy Year 2002

Disposal Information

 Trade In

Traded For: _____

Traded To: _____

Value Received: _____ Bid # (if any) _____ Date: _____

 Sold

Sold Via: Auction Sealed Bid Other: _____

Sold To: _____

Value Received: _____ Bid # (if any) _____ Date: _____

X

 Junked/Scrapped

Reason: Totalled in Motor Vehicle Crash-RE: CPD Case #14-1501

Disposal Method: _____ Date: _____

 Donated to Other Agency

Reason: _____

Agency Name: _____ Date: _____

Department Approval: Perry Root 3/24/15

Administrative Services: Brunage

Council Approval Date: _____



MEETING DATE:	April 7, 2015
DEPARTMENT:	Engineering
PREPARED BY:	Stephen W. Payne
CITY ADM. APPROVAL:	_____
PRESENTED BY:	Stephen W. Payne

AGENDA ITEM SUMMARY REPORT
Partial Vacation of Storm Drainage Easement

ACTION TO BE TAKEN

Approve the partial vacation of a storm drainage and utility easement located on Lot 12 of the Conifer Lane Subdivision and authorize the Mayor to sign the agreement associated with said partial vacation.

SUMMARY

Approximately a year ago it was determined that there were some home improvements located on Lot 12 of the Conifer Lane Subdivision that encroached into a Utility and Drainage Easement located on the same lot. The encroachments were significant and essentially eliminated the City’s ability to maintain the storm sewer main located between Lots 11 and 12 of the Conifer Lane Subdivision.

The partial vacation of the utility and storm drainage easement enables the possible future sale of the home without encumbrances. The Agreement clarifies the responsibilities of the owner of Lot 11 of the Conifer Lane Subdivision if the City determines the storm line needs to be repaired, relocated, maintained, modified or moved. In essence, all costs and responsibilities for the storm drain line are allocated to Lot 11 through the agreement.

The agreement has been reviewed and approved by the City attorney.

FISCAL IMPACT

None

RECOMMENDATION:

Staff recommends approval of the partial vacation of the storm drainage and utility easement located on Lot 12 of the Conifer Lane Subdivision. Staff also recommends that the Mayor signs the agreement associated with said partial vacation.

AGENDA ITEM NO. _____

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2015, by and between Todd A. Bullerdick and Pamela A. Bullerdick, husband and wife, hereinafter referred to as "BULLERDICK," and the City of Cody, a Wyoming municipality, hereinafter referred to as "MUNICIPALITY,"

WITNESSETH:

WHEREAS, BULLERDICK is the owner of Lot 12 of the Conifer Lane Subdivision, according to the plat recorded in Book "F" of Plats, Page 3, Park County, Wyoming; and

WHEREAS, BULLERDICK is also the owner of Lot 11 of the Conifer Lane Subdivision, according to the plat recorded in Book "F" of Plats, Page 3, Park County, Wyoming; and

WHEREAS, Lot 11 encroaches on a twenty (20) foot utility and drainage easement between Lot 11 and 12 of the Conifer Lane Subdivision as identified on the Plat for the Conifer Lane Subdivision; and

WHEREAS, BULLERDICK and the City of Cody have agreed to enter into this Agreement to address the issue of the encroachment from Lot 11 and to provide for the future alteration of the route of the drainage line located within the easement should it become necessary.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN SET FORTH, it is agreed as follows:

1. The City of Cody will undertake and vacate a portion of an existing utility and drainage easement between Lot 11 and 12 of the Conifer Lane Subdivision all as identified in Exhibit "A" attached hereto and made a part hereof.

2. Should it ever be necessary in the sole discretion of the City of Cody to repair, relocate, replace, maintain or otherwise modify the drainage pipe within the portion of the easement identified on Exhibit "A" to be vacated, said drainage pipe shall be relocated as closely as possible to the northwesterly boundary of Lot 12 of the Conifer Lane Subdivision within the established twenty (20) foot easement.

3. If it ever becomes necessary in the sole discretion of the City of Cody to repair, relocate, replace, maintain or otherwise modify the drainage pipe, within the portion of the easement identified in Exhibit "A" to be vacated, BULLERDICK or any subsequent owners of Lot 12 of the Conifer Lane Subdivision shall be solely responsible for any and all costs and expenses of relocating the drainage pipe and any other utilities within the drainage and utility easement as consideration for the City of Cody vacating a portion of easement as set forth herein.

4. BULLERDICK or any subsequent owner of Lot 12 shall be responsible to rehabilitate and protect the landscaping and other improvements on Lot 11 of the Conifer Lane Subdivision should it become necessary to alter the existence of the drainage pipe as described herein.

5. By execution hereof, BULLERDICK does hereby release and hold harmless the City of Cody from any claim or liability of any kind or nature resulting from the fact that the improvements on Lot 12 have encroached on the utility and drainage easement all as set forth in the Plat of the Conifer Lane Subdivision referred to herein.

DATED the day and year first above written.

BULLERDICK:

Todd A. Bullerdick, as owner of Lot 12

Pamela A. Bullerdick, as owner of Lot 12

Todd A. Bullerdick, as owner of Lot 11

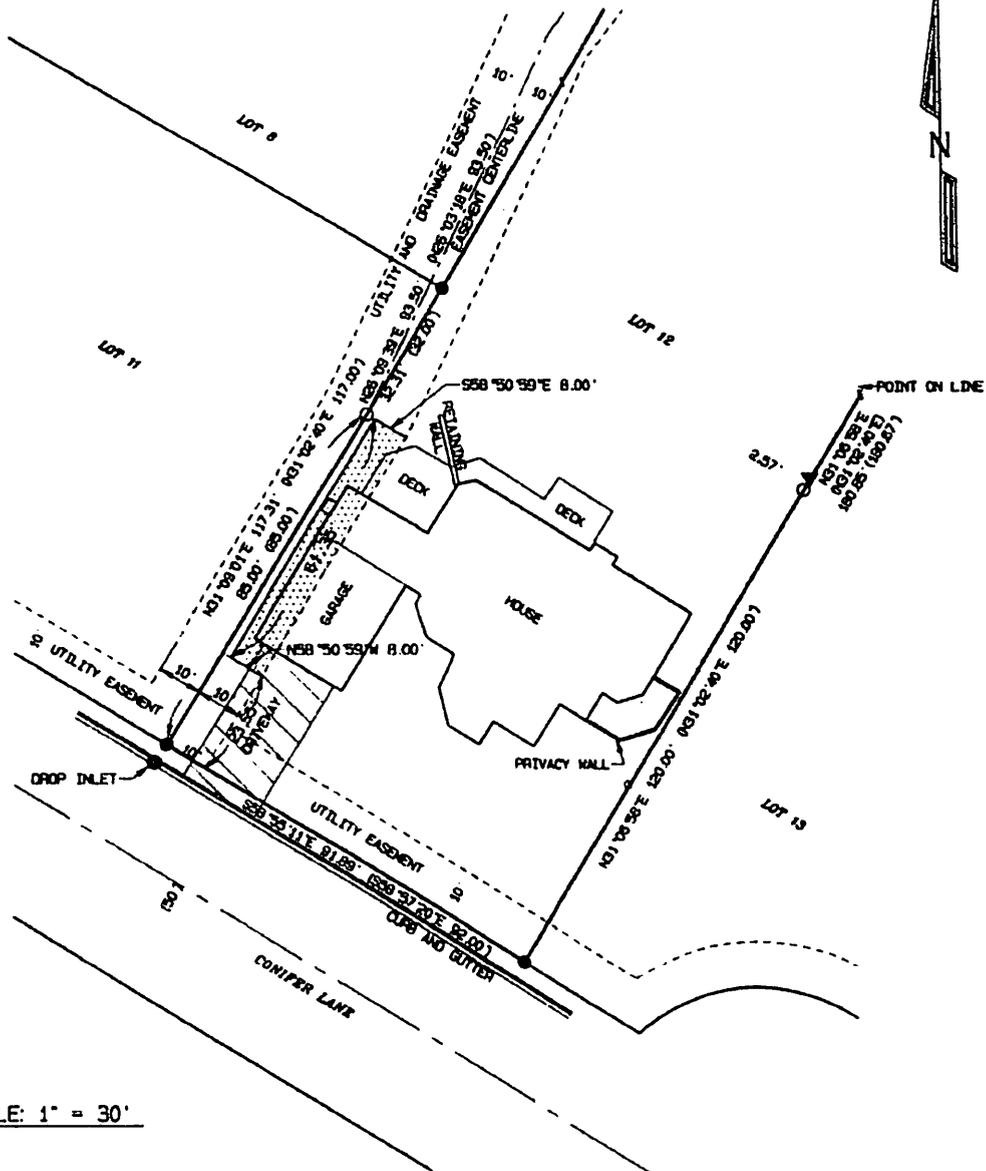
Pamela A. Bullerdick, as owner of Lot 11

APPROVED BY:
CITY OF CODY,
a Wyoming municipality

By: _____
Nancy Tia Brown, Mayor

By: _____
_____, Clerk

CONIFER LANE SUBDIVISION



SCALE: 1" = 30'

LEGEND

- 5/8" REBAR WITH 2" ALUM. CAP SET ○
- REBAR WITH ALUM. CAP FOUND ●
- NAIL FOUND ▼
- INDICATES BREAK IN LINE ~
- RECORD DIMENSIONS SHOWN THIS ()
- UTILITY EASEMENT LINE ---
- PORTION OF EASEMENT VACATED ▨

NOTE:
THIS DRAWING IS NOT INTENDED TO SHOW ALL RIGHTS OF WAY, EASEMENTS, PUBLIC OR PRIVATE UTILITIES, IRRIGATION FACILITIES, OTHER IMPROVEMENTS OR FLOOD PLAIN AREAS UPON THE PARCEL OR PARCELS DELINEATED HEREON. THIS SURVEYOR DID NOT CONDUCT A COMPLETE TITLE SEARCH, ABSTRACT STUDY OR HAZARD INQUIRY FOR THE LANDS SHOWN HEREON.

CERTIFICATE OF SURVEYOR

STATE OF WYOMING } 59
COUNTY OF PARK } 59

I, PAUL A. BLOUGH ON BEHALF OF HOLM, BLOUGH AND COMPANY OF CODY, WYOMING DO HEREBY CERTIFY THAT THIS MAP WAS PREPARED FROM FIELD NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECTION ON AUGUST 16 & 19, 2013, THAT THIS MAP CORRECTLY SHOWS THE RESULTS OF SAID SURVEY AND THAT THE MONUMENTS FOUND OR SET ARE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF.

TODD A. AND PAMELA A. BULLERDICK
CODY, WYOMING
RECORD OF SURVEY SHOWING
**PARTIAL VACATION OF
UTILITY AND DRAINAGE EASEMENT**
IN LOT 12, CONIFER LANE SUBDIVISION
WITHIN THE CITY OF CODY,
PARK COUNTY, WYOMING

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



HOLM, BLOUGH AND COMPANY
Consulting Engineers & Land Surveyors
1402 Starpede Ave.
Cody, Wyoming 82414 (307) 567-6201

FEBRUARY, 2014

BOOK 346
S:\JOBS\2013\13-154\13-154 EASEMENT.pro



Roy Holm, PE & LS
Paul Blough, LS

HOLM, BLOUGH and COMPANY

CONSULTING ENGINEERS AND LAND SURVEYORS
1402 Stampede Ave., Cody, WY 82414
(307) 587-6281
Fax 587-6282
Email: hbc@tritel.net

February 26, 2014

Job No. 13-154

TODD A. AND PAMELA A. BULLERDICK

LEGAL DESCRIPTION OF A PORTION OF AN EXISTING UTILITY AND DRAINAGE EASEMENT TO BE VACATED

A portion of the existing "Utility and Drainage" easement within Lot 12 of the Conifer Lane Subdivision, within the City of Cody, Wyoming; said subdivision recorded in Book F, Page 3 of the plat records on file in the office of the Park County Clerk and Recorder; said portion of the easement to be vacated is a rectangle 8.00 feet by 61.35 feet as graphically illustrated on the "Record of Survey" attached hereto and by this mention made a part hereof and being more particularly described as follows

Commencing at the southwesterly corner of said Lot 12; thence South 58°55'11" East along the southerly line thereof, a distance of 10.00 feet to the point of intersection of the easterly line of said existing easement projected southerly; thence North 31°09'01" East along said easterly line of said easement and easement line projected, a distance of 23.65 feet to the POINT OF BEGINNING; thence perpendicular to said line, North 58°50'59" West, a distance of 8.00 feet; thence North 31°09'01" East parallel to the westerly line of said Lot 12, a distance of 61.35 feet; thence perpendicular to said line, South 58°50'59" East, a distance of 8.00 feet to the easterly line of said easement; thence South 31°09'01" West along the easterly line of said easement, a distance of 61.35 feet, more or less, to the point of beginning, containing, 523 square feet.

Modification in any way of the foregoing legal description terminates all liability of the surveyor who prepared that description.

MEETING DATE: APRIL 7, 2015
DEPARTMENT: ADMINISTRATIVE SERVICES
PREPARED BY: LESLIE BRUMAGE, FINANCE
OFFICER
PRESENTED BY: LESLIE BRUMAGE, FINANCE
OFFICER

AGENDA ITEM SUMMARY REPORT

Resolution 2015-07 Budget Amendment

ACTION TO BE TAKEN:

Approve the resolution amending the FY14-15 budget.

SUMMARY OF INFORMATION:

The City of Cody adopted the budget for FY14-15 on June 17, 2014. Per State Statute, budgets may be amended through Resolution by the City Council. This request includes the following amendments:

- 1) Increase the Police CIP account for Machinery & Equipment by \$8,200 for the replacement of the radar trailer. The existing trailer was damaged in a traffic accident and is not repairable. The City has received an insurance reimbursement for the damaged trailer which will cover the cost of the replacement.
- 2) Increase the Vehicle Replacement account by \$2,702 for the purchase of light bars for the new animal control truck that was recently purchased. The original intention was to utilize the lights from the old truck however they are obsolete and parts can no longer be obtained so a new set had to be purchased. This purchase will be funded out of the Vehicle Replacement unrestricted cash.
- 3) Increase the 2014 Homeland Security grant revenue and expense line items by \$1,130 each. The Police Department intends to pay for tactical training and law enforcement subscriptions with the grant funds and will be reimbursed 100% for the cost.
- 4) Increase the Maintenance & Repairs account in Public Facilities by \$2,122 to pay for the repair of a damaged facilities pickup truck. The truck was hit by another vehicle and an insurance claim has been filed against the other driver. The City is awaiting reimbursement from the insurance company which will pay for the repair cost.
- 5) Increase the Buildings and Land CIP accounts in the Streets department by \$149,843 for the purchase of the property at 1374 Rumsey Ave. This purchase will be funded out of General Fund unrestricted reserves.
- 6) Decrease the SLIB Consensus grant revenue and the expense for the Trailhead Park project in the amount of \$31,874. These funds were reallocated to the Rumsey Ave parking lot project which will occur and be budgeted in FY15-16.

AGENDA ITEM NO. _____

FISCAL IMPACT

The impact of all amendments will result in a total decrease to unrestricted reserves in the amount of \$162,867 broken out as follows:

- 1) There will be a decrease in unrestricted cash in the General Fund of \$160,165
- 2) There will be a decrease in unrestricted cash in the Vehicle Replacement Fund of \$2,702

ALTERNATIVES

At its discretion the City Council may approve or deny the Resolution.

ATTACHMENTS

1. Resolution 2015-07

AGENDA & SUMMARY REPORT TO:

1. None

RESOLUTION 2015-07

A RESOLUTION AMENDING THE CITY OF CODY FINAL BUDGET FOR FISCAL YEAR 2014-2015

WITNESSETH:

WHEREAS, the final budget for Fiscal Year 2014-2015 was duly adopted by the City of Cody with Ordinance No 2013-14 on June 17, 2014 in accordance with the State of Wyoming Statutes; and

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

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

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

	Current Budget	Proposed Amendment	Amended Budget
REVENUES			
General Fund	\$ 14,228,484	\$ (30,744)	\$ 14,197,740
Vehicle Replacement Fund	\$ 561,378	\$ -	\$ 561,378
Lodging Tax Fund	\$ 101,797	\$ -	\$ 101,797
Public Improvements Fund	\$ -	\$ -	\$ -
Solid Waste Fund	\$ 2,271,092	\$ -	\$ 2,271,092
Water Fund	\$ 3,213,237	\$ -	\$ 3,213,237
Wastewater Fund	\$ 1,407,180	\$ -	\$ 1,407,180
Electric Fund	\$ 12,438,036	\$ -	\$ 12,438,036
TOTAL	\$ 34,221,204	\$ (30,744)	\$ 34,190,460
EXPENSES			
Mayor - Council	\$ 510,873	\$ -	\$ 510,873
City Administrator	\$ 198,099	\$ -	\$ 198,099
Administrative Services	\$ 1,492,506	\$ -	\$ 1,492,506
Pass Through Grants	\$ 2,846,410	\$ -	\$ 2,846,410
Police	\$ 3,126,025	\$ 9,330	\$ 3,135,355
Parks Maintenance	\$ 1,359,404	\$ (31,874)	\$ 1,327,530
Public Facilities	\$ 588,886	\$ 2,122	\$ 591,008
Recreation Center	\$ 1,120,002	\$ -	\$ 1,120,002
Aquatics	\$ 820,334	\$ -	\$ 820,334
Community Development	\$ 564,121	\$ -	\$ 564,121
Streets	\$ 1,908,932	\$ 149,843	\$ 2,058,775
Vehicle Maintenance	\$ 284,074	\$ -	\$ 284,074
Vehicle Replacement	\$ 548,675	\$ 2,702	\$ 551,377
Lodging Tax	\$ 110,253	\$ -	\$ 110,253
Public Improvements	\$ 100,000	\$ -	\$ 100,000
Solid Waste Fund	\$ 2,140,361	\$ -	\$ 2,140,361
Water Fund	\$ 3,187,486	\$ -	\$ 3,187,486
Wastewater Fund	\$ 1,851,148	\$ -	\$ 1,851,148
Electric Fund	\$ 12,546,525	\$ -	\$ 12,546,525
TOTAL	\$ 35,304,114	\$ 132,123	\$ 35,436,237
Projected Total Ending Unrestricted Cash at June 30th	\$ 9,447,297	\$ (162,867)	\$ 9,284,430

PASSED, APPROVED AND ADOPTED THE 7th DAY OF APRIL 2015.

Nancy Tia-Brown, Mayor

Attest:

Cynthia Baker, Administrative Services Officer

City of Cody Agenda Request Form

In order to fully prepare the Council for their meetings, individuals wishing to appear before the Council are asked to complete the following information prior to placement on the agenda. You may be notified by mail, telephone or e-mail of the date you have been scheduled to appear. You may also be contacted by City staff prior to the meeting to see if your concerns can be addressed without appearing before the Council.

Please provide the following detailed information relating to your concern or request. This form (and any relevant attachments) is due no later than seven days prior to a Council meeting to allow sufficient time for internal review. Council packets are prepared the Wednesday prior to the Tuesday meetings. Meetings are held the first and third Tuesday of each month. Please complete the following information in full and return to City of Cody PO Box 2200 Cody, WY 82414 (Fax 307-527-6532)

Name of person to appear before the Council Tara Posey

Organization Represented _____

Date you wish to appear before the Council _____

Mailing Address 150 Pleasant View Dr. Telephone 527-7348

E-Mail Address wyomingskacergirl@yahoo.com

Preferred form of contact: Telephone 899-7348 E-Mail _____

Names of all individuals who will speak on this topic Tara Posey

Event Title (if applicable) _____

Date(s) of Event (if applicable) _____

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) Request to get Street light back up on Ave E. D

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

Signature Tara Posey Date 3-13-15

Mayor Brown and City Council Members:

I am writing this letter on behalf of not only myself, but many of my neighbors located in Ward One, on E. Avenue, Cody. Recently, we have had a street light removed in our neighborhood based upon the desires of one homeowner. I can understand that the light may shine into her home, but I and many of my neighbors would ask that you consider replacing the same. There are alternatives that she can do to decrease the light into her home that would not impact the safety of the neighborhood.

In my search to understand why it was eliminated in the first place, members of the council advised me that it was a trial period to see if other people would start complaining about it being gone. For starters the light pole was not to be removed (as it is) and just the light bulb removed. The street lights are on the north side of the street. So our concern is that:

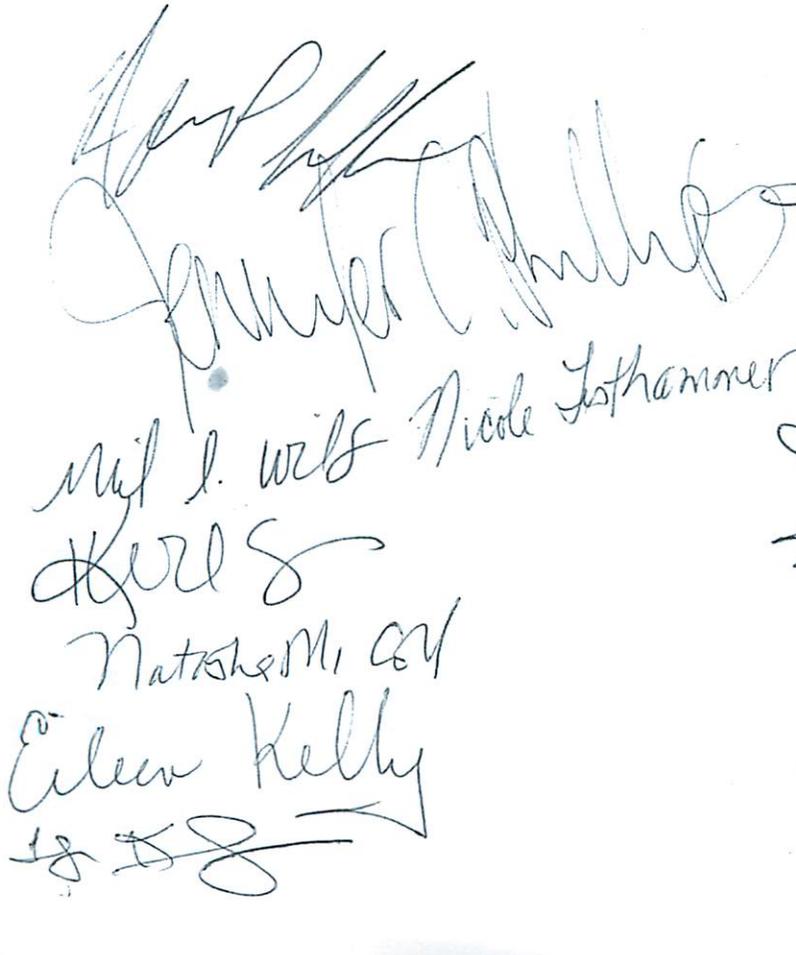
#1 It's a safety issue. We have a lot of little kids in the area now and in the dark that street light is helpful to see them or anyone walking down the street. It also is a crime deterrent...the more light, the less likely criminals will feel they can get away with stuff. The street is also a good 1/4 mile long, wide and straight so people drive way to fast down it, increasing the risk of someone in the neighborhood being struck. This street also has only 3 street lights in this 1/4 mile stretch to start with, so it is much darker now with only 2.

#2 There are street lights all over the city and if everyone that complained got the lights taken down, what's the point to have them. It is obvious that they are there for safety, we ask that you consider replacing the one that was removed so that I and my neighbors can have the comfort of feeling safe.

#3 Due to the building of a house on the last lot in the subdivision the mailbox was moved from the south side of the street to the north side of the street which is inconvenient now and that street light was helpful as it shined on the mailbox and made getting the mail much easier, safer and comforting.

In closing, as indicated by the signatures below, Myself and neighbors request that you revisit this issue, increase the safety in our neighborhood that we once enjoyed and please replace the street light. The interests of one can not control the interests of many.

Sincerely:



 Sara Posay

~~Sara Posay~~

 Diana Reed

 Matt Wagner

 Justin Stone

~~[Signature]~~

 Bob Eckens

 Edith Lehmann

 Randy Eaker

 Cedar Faucett

 B. Faucett

MEETING DATE: APRIL 7, 2015
DEPARTMENT: PUBLIC WORKS DEPT
PREPARED BY: STEPHEN W. PAYNE *SP*
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____
PRESENTED BY: STEVE PAYNE

AGENDA ITEM SUMMARY REPORT

West Park Hospital - 8th Street Speed Hump Request

ACTION:

Consider request from West Park Hospital for a Speed Bump on 8th Street adjacent to the Seedling Daycare.

BACKGROUND

Tim Waldner with West Park Hospital has expressed a concern with the speed that people are traveling on that portion of 8th Street that is adjacent to the West Park Emergency Room access and the Seedling Daycare Facility (also known as Stock Drive). Mr. Waldner asked if the City would consider the installation of a speed bump on that section of 8th St. Staff advised that as a general rule the City does not install speed bumps, but the City Council could authorize the installation of a speed bump or speed hump if they so desired.

The City of Cody has only installed one speed bump on City streets and that was adjacent to and in concert with a Stop Speed on North Street. The City has worked with the School District to try a couple of speed humps, but the one on 17th Street has been removed.

In a couple of other cases where speed bumps have been requested, the Council has asked the individuals requesting the "bump" to bear the costs and the issue has been dropped due to costs or concerns living adjacent to where the speed hump is to be installed.

SUMMARY

West Park Hospital would like to reduce the vehicular speed of people using 8th Street in the proximity of the emergency room and the Seedling Daycare Facility.

FISCAL IMPACT

The installation of a speed Hump would cost approximately \$1500 to install.

ALTERNATIVES

1. Leave the roadway as is.
2. Lower Speed Limit and Authorize the installation of a Speed Bump/Hump

RECOMMENDATION

Staff does not recommend the installation of a speed bump. Speed bumps are typically not used on City streets and are not designed to address higher use roads. If the Council is inclined to grant the Hospital Request, staff would recommend the following:

1. The Hospital work with City staff on the installation of a speed "hump" (these usually have a wider profile and a flatter surface section so less objectionable to emergency vehicles).
2. The Hospital bear the cost of the initial installation cost as well as the cost of maintenance of the hump.

ATTACHMENTS

1. Agenda Request Form

AGENDA ITEM NO. _____

**City of Cody
Agenda Request Form**

In order to fully prepare the Council for their meetings, individuals wishing to appear before the Council are asked to complete the following information prior to placement on the agenda. You may be notified by mail, telephone or e-mail of the date you have been scheduled to appear. You may also be contacted by City staff prior to the meeting to see if your concerns can be addressed without appearing before the Council.

Please provide the following detailed information relating to your concern or request. This form (and any relevant attachments) is due no later than seven days prior to a Council meeting to allow sufficient time for internal review. Council packets are prepared the Wednesday prior to the Tuesday meetings. Meetings are held the first and third Tuesday of each month. Please complete the following information in full and return to City of Cody PO Box 2200 Cody, WY 82414 (Fax 307-527-6532)

Name of person to appear before the Council Tim Waldner

Organization Represented West Park Hospital

Date you wish to appear before the Council 4/7/15

Mailing Address 707 Sheridan Ave Telephone 307-528-2442

E-Mail Address twaldner@wph.cody.wy.gov

Preferred form of contact: Telephone _____ E-Mail

Names of all individuals who will speak on this topic Tim Waldner
Phillip Franklin

Event Title (if applicable) Speed Bump request

Date(s) of Event (if applicable) _____

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) Adding a speed bump on 8th street in front of Seedling Daycare (Anshelwood)

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

Signature Tim Waldner Date 3/27/15

MEETING DATE: APRIL 7, 2015

DEPARTMENT: ADMINISTRATIVE SERVICES

PREPARED BY: CINDY BAKER

PRESENTED BY: CINDY BAKER

AGENDA ITEM SUMMARY REPORT

DOUG NORDBERG AND DOWNTOWN MERCHANTS REQUEST FOR SHERIDAN AVE. CLOSURE ON SATURDAY SEPTEMBER 19, 2015

ACTION TO BE TAKEN:

Doug Nordberg and the Downtown Merchants are asking permission to close the 1100, 1200 and 1300 blocks of Sheridan Ave. on Saturday, September 19, 2015 from 9 AM to about 7 PM, with the actual event taking place from 10 AM to 6 PM for the 6th annual Boot Scoot'n Boogie Main Street Event; request approval of an Open Container Permit for the event starting no sooner than 2 PM; and requests the City of Cody to sponsor the event by assisting with the street closure, to provide signs for the closure, to provide traffic control and a detour route for the event, and to provide towing of vehicles if necessary in the amount of \$1,228.45 out of the lodging tax, as budgeted, with additional cost associated with this event to be paid for by the event committee, estimated approximately an additional \$2,500. Additionally, the event committee will be billed for and required to pay for sanitation service (dumpster) if such service is requested.

SUMMARY OF INFORMATION:

In the past this event has taken place on a Thursday (in September) with closure of the 1100, 1200 and 1300 blocks of Sheridan Ave. from 2 PM to about 9 PM; they have also requested approval of an Open Container Permit for the event; and requests the City of Cody to sponsor the event by assisting with the street closure, to provide signs for the closure, to provide traffic control and a detour route for the event, and to provide towing of vehicles if necessary. In the past set up of the area will begin at 2 p.m. and the event is scheduled to begin at 3:00 p.m. Tear down will begin at 8:00 p.m. with the street to be opened up by 9:00 p.m.

If the requested street closure is approved for Saturday, September 19th set up of for the street closure of the area would begin at 9 AM with the event to be scheduled to begin at 10 AM. Tear down will begin at 6:00 PM with the street to be opened up by 7 PM. The Street Crew, as well as, other staff utilized for such street closures, typically works 7-3:30 (Monday – Friday) at this time of the year so overtime would be required to perform setup, monitor, take down the traffic control and sweep the street after the event.

The group will obtain event insurance and will list the City of Cody as an additional insured. In addition, they will obtain the proper paperwork from the State of Wyoming Department of Transportation and will submit it for approval once the City of Cody has authorized the event.

The Downtown Merchants are also requesting permission for an Open Container Permit for the event and within the boundaries of the street closure not starting sooner than 2 PM.. The Irma, Silver Dollar, and possible other retail liquor license holders plan to purchase catering permits to allow the sale of alcohol

AGENDA ITEM NO. _____

within the street closure boundary for the event. With regard to security, all of the downtown merchants offering alcohol will provide security, and signage. The Boot Scoot'n Committee will provide a volunteer based security staff who will wear t-shirts identifying themselves as security. In addition, they will have the security staff posted at each corner restricting access to and from the event and to control and monitor alcohol to make sure it does not leave the boundary. In addition, barrels will be placed at all entrances to be used for garbage cans so that the cups can be thrown away. The committee will place signs at each entry/exit area reminding participants that alcohol is not permitted past the barrier.

During the budget process it was estimated that it will cost the City about \$1,228.45 in labor and equipment costs to assist with the event. During discussion at the January worksession, Doug Norberg was informed if the event changed the day of the week it was held on, as well as, the hours of the event the additional cost would be the responsibility of the event committee, and could be an additional \$2,500. At that time he indicated he would take this information back to the Committee. With his current request, the committee does understand their financial obligation in this request to change the date and hours of the event.

Staff recommends that the Boot Scoot'n Boogie Committee advertises the street closure and discloses that cars will be towed if left parked in the event area to prevent any problems.

FISCAL IMPACT

A quick review of costs shows that an estimated cost of \$3,287.50 with \$1,228.45 in labor and equipment cost if approved paid by the City utilizing lodging tax funds.

ALTERNATIVES

Options Available

1. Deny the Request
2. Approve the Request.
3. Approve the Request with modifications.

RECOMMENDATIONS

Staff recommends the approval of the request, labor and equipment cost in the amount of \$1,228.45 be sponsored out of the Lodging Tax Fund with the additional cost being paid for by the event committee.

ATTACHMENTS

Agenda Request Form

AGENDA & SUMMARY REPORT TO:

Doug Nordberg doug@northmountaingallery.com

AGENDA ITEM NO. _____

City of Cody Agenda Request Form

In order to fully prepare the Council for their meetings, individuals wishing to appear before the Council are asked to complete the following information prior to placement on the agenda. You may be notified by mail, telephone or e-mail of the date you have been scheduled to appear. You may also be contacted by City staff prior to the meeting to see if your concerns can be addressed without appearing before the Council.

Please provide the following detailed information relating to your concern or request. This form (and any relevant attachments) is due no later than seven days prior to a Council meeting to allow sufficient time for internal review. Council packets are prepared the Wednesday prior to the Tuesday meetings. Meetings are held the first and third Tuesday of each month. Please complete the following information in full and return to City of Cody PO Box 2200 Cody, WY 82414 (Fax 307-527-6532)

Name of person to appear before the Council Doug Nordberg

Organization Represented Boot Scootin Boogie

Date you wish to appear before the Council _____

Mailing Address 1241 Sheridan Ave Telephone 307-272-5319

E-Mail Address doug@northmountaingallery.com

Preferred form of contact: Telephone E-Mail

Names of all individuals who will speak on this topic Doug Nordberg

Event Title (if applicable) - Boot Scootin' Boogie

Date(s) of Event (if applicable) 9/19/15

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) Closure of 1100 1200 1300 Block of Sheridan ave for Community event

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

Signature [Signature] Date 3/6/15

MEETING DATE:	APRIL 7, 2015
DEPARTMENT:	CITY PLANNER
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____
PRESENTED BY:	TODD STOWELL

AGENDA ITEM SUMMARY REPORT
An Ordinance to Amend Title 11, Chapter 6 of the City of Cody Code
pertaining to Boundary Line Adjustments and to include
a New Article therein called "Lot Consolidations".

ACTION:

First Reading of Ordinance 2015-03, pertaining to Boundary Line Adjustments and Lot Consolidations.

BACKGROUND:

The proposed ordinance sets forth the procedures for moving and eliminating property lines.

Boundary Line Adjustments-

The Boundary Line Adjustment process is outlined in Chapter 11-6 of the City of Cody Code. In brief, it is an administrative process in which one or more property lines are moved or "adjusted". No new lots are created, only the boundaries of the existing lots are modified. Boundary adjustments are processed at staff level.

Concerns with the former boundary line adjustment code include the lack of clear approval/denial criteria and lack of clarity regarding the need for the owner to file a separate deed to transfer the property. In addition, the lack of a deadline to file the deed has led to extensive lapses between the authorization for the adjustment and the filing of the deed. Such passage of time (sometimes years) can lead to changes in circumstances that could affect the authorization. The amendments to the boundary line adjustment section are intended to address these items, as well as other minor clarifications.

Lot Consolidations-

This section is entirely new. The process is for the purpose of combining two or more lots into a single lot. It is typically done for tax purposes (reduce total assessments), or to comply with building codes or zoning codes.

As with boundary line adjustments, different jurisdictions use different methods to combine lots. With the exception of just ignoring the lot line, which admittedly some jurisdictions do, the simplest method I found in my research was the declaration method that is reflected in the proposed ordinance. Effectively, it is a one-page document completed by the property owner and recorded with the county clerk that declares that the multiple consolidated lots are to be treated as a single lot for building code, zoning code, and property transfer purposes.

A public hearing was conducted by the Planning and Zoning Board at their March 24, 2015 meeting. No public comments were received. The document has been coordinated and reviewed by staff of the County clerk's office, County Assessor's office, City Community Development office, and the city attorney, which offices are all more or less involved in these processes.

AGENDA ITEM NO. _____

FISCAL IMPACT

No significant fiscal impacts are anticipated. The city presently has a \$100 review fee for boundary line adjustments. Lot consolidation does not have a city fee.

ALTERNATIVES

Approve, deny, or amend Ordinance 2015-03.

RECOMMENDATION

Approve Ordinance 2015-03.

ATTACHMENTS

Ordinance 2015-03.

AGENDA & SUMMARY REPORT TO:

N/A

ORDINANCE NO. 2015-03

AN ORDINANCE TO AMEND TITLE 11, CHAPTER 6 OF THE CITY OF CODY CODE PERTAINING TO BOUNDARY LINE ADJUSTMENTS AND TO INCLUDE A NEW ARTICLE THEREIN CALLED "LOT CONSOLIDATIONS".

WHEREAS, on March 24, 2015, the City of Cody Planning, Zoning, and Adjustment Board held a public hearing pertaining to a proposal to amend the Boundary Line Adjustment section of the City of Cody code and include a new section therein pertaining to Lot Consolidations;

WHEREAS, the Planning, Zoning, and Adjustment Board made a recommendation that the proposed amendments be adopted, which recommendation the governing body has received and fully considered; and,

WHEREAS, after considering all public comments, the governing body has determined that it is in the public interest to adopt an ordinance to amend Title 11, Chapter 6 to amend the provisions for Boundary Line Adjustments and include a new section pertaining to Lot Consolidations.

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

SECTION 1: Title 11, Chapter 6 is hereby amended to read as follows:

CHAPTER 6 BOUNDARY LINE ADJUSTMENTS AND LOT CONSOLIDATIONS

ARTICLE A. BOUNDARY LINE ADJUSTMENTS

11-6A-1: APPLICATION REQUIRED:

Boundary line adjustments, as defined in section 11-1-3 of this title, shall require application to and review by the city, as set forth herein.

Application for a boundary line adjustment shall be made on a form provided by the city, which form shall include the name and address of the applicant and property owner(s), the existing legal descriptions of the properties involved, and the reason for the boundary line adjustment. A draft of the deed(s) that will be used to effectuate the property transfer(s) and a draft record of survey must accompany the application. The application must be accompanied by the payment of an application fee as set by the city council.

11-6A-2: BOUNDARY LINE ADJUSTMENT REQUIREMENTS:

- A. **Property Survey:** Boundary line adjustments require a property survey prepared by a licensed land surveyor that shows all easements, buildings, utilities, property encroachments, curb cuts and pertinent right of way improvements. The property survey shall contain a title of "Boundary Line Adjustment Record of Survey", and necessary approval blocks and signature lines, including the surveyor's certificate, the owner's certificate(s) with a notary block, a certificate for approval by the city planner, and a County clerk and recorder acceptance. A draft of the record of survey document shall be submitted with the application. If the property owner is a corporation or LLC, they shall provide a resolution or other evidence of signatory authority to execute the documents.
- B. **Boundaries Identified:** The boundary line adjustment record of survey shall identify the exterior boundaries of all properties involved in the boundary line adjustment, show the new interior property line(s), and clearly indicate the property being

transferred and merged into the receiving parcel. Legal descriptions of the adjusted parcels shall be provided on the survey, and survey markers set to delineate the parcel boundaries.

- C. Binding Covenant: The boundary line adjustment record of survey and the property conveyance document shall contain a binding covenant that the land being conveyed is for the sole purpose of conducting a boundary line adjustment and is not to be sold or transferred as a separate parcel by the grantee, heirs and assigns.

11-6A-3: BOUNDARY LINE ADJUSTMENT APPROVAL/RECORDING:

A. Approval Criteria

The city planner shall authorize the boundary line adjustment application if it meets the requirements of this article.

- (1) The parcels to be adjusted must share a common boundary for more than a single point, and not otherwise be separated by a public right-of-way or alley.
- (2) The adjustment is not for the purpose of evading the development standards of the zoning or subdivision code.
- (3) The adjustment will not result in a violation of any land use, subdivision, development, or design standards set forth in the City of Cody code.
- (4) As applicable, proper easements are established for utility services and access.
- (5) The adjustment does not attempt to vacate or abandon any easement or right-of-way of record.
- (6) All property taxes on the parcels are current (not past due).
- (7) As applicable, the adjustment is consistent with the terms and conditions of any previously approved development plan that is still in effect.

If the application is denied, the city planner shall issue said decision in writing, stating the reason(s) therefore. The applicant may file an appeal of the written decision to the planning, zoning and adjustment board pursuant to City of Cody Code 10-4-3, within 10 business days of the decision.

B. Recording

Within 90 days of the boundary line adjustment authorization, as evidenced by the signature of the city planner on the survey, the completed survey and the deed(s) for the property transfer(s) shall be recorded with the county clerk. After recording, a copy of the recorded survey and deed(s) shall be provided to the City. If these documents are not recorded within 90 days, the authorization shall automatically become null and void.

C. Financing

The City boundary line adjustment authorization process does not include a review of financial interests in the properties. Modifications to financing such as mortgage releases and loan modifications may be needed to maintain compliance with lender requirements. It is the responsibility of the property owner to ensure that any financing companies are notified of the boundary line adjustment and that their requirements are met.

ARTICLE B. LOT CONSOLIDATIONS

11-6B-1 PURPOSE

The lot consolidation process is for the purpose of combining two or more parcels of land into a single parcel. Adjacent parcels that have been consolidated pursuant to this Article shall be treated as a single lot for building code, zoning code, and property transfer purposes.

The lot consolidation process is not to be used in cases where a plat vacation or plat alteration process is appropriate, such as when easements or rights-of-way are to be altered or vacated.

11-6B-2 APPLICATION AND REVIEW CRITERIA

A. Persons desiring to consolidate parcels pursuant to this Article shall submit an application to the City Community Development Department. The application shall establish whether the following requirements are met.

1. The parcels to be consolidated must share a common boundary for more than a single point, and not otherwise be separated by a public right-of-way or alley.
2. The parcels must be under identical, common ownership and financing, if any. The applicant is to supply copies of all current deeds and financing documents to demonstrate such with the application.
3. The consolidation is not for the purpose of evading the development standards of the zoning or subdivision code.
4. The consolidation will not result in a violation of any zoning, subdivision, development, or design standards set forth in the City of Cody code.
5. As applicable, the consolidation is consistent with the terms and conditions of any previously approved development plan that is still in effect.
6. An accurate legal description must be provided. If the lot consolidation involves unplatted parcels (e.g. metes and bounds descriptions) the applicant shall have a surveyor prepare a legal description of the consolidated parcel. If the parcels are unplatted and the existing legal descriptions are not fully coordinated (e.g. use different basis of bearings) a record of survey map shall be prepared by a licensed surveyor to establish the legal description and property boundary for the consolidated parcel. If the lots are all platted lots within a legal subdivision, the consolidated legal description will simply be a list of the lots.
7. Property taxes on all parcels must be current (not past due).
8. Any outstanding lot assessments from an improvement district or special taxing district must be paid in full prior to filing the lot consolidation declaration.

B. Lot consolidations that meet all of the above requirements shall be authorized by the city planner. If the requirements are not met, the application shall be amended to meet the requirements or be denied. If the application is denied, the city planner shall issue said decision in writing, stating the reason(s) therefore. The applicant may file an appeal of the written decision to the planning, zoning and adjustment board pursuant to City of Cody Code 10-4-3, within 10 business days of the decision.

11-6B-3 APPROVAL AND RECORDING

A. When a lot consolidation is authorized in accordance with this Article, the property owner shall execute a Lot Consolidation Declaration and file the declaration with the county clerk. If the property owner is a corporation or LLC, they shall provide a resolution or other evidence of signatory authority to execute the property transfer. The form shall be in substantially the following format:

Lot Consolidation Declaration

This declaration is made this __ day of (Month, Year), by (Property owner), hereinafter referred to as "declarant".

Recitals:

1. *Declarant is the owner of that certain real property located within the City of Cody, Park County, Wyoming, described as follows:
(Legal Descriptions of parcels)*
2. *Declarant desires to consolidate the above referenced parcels into a single consolidated parcel pursuant to City of Cody code.*
3. *By executing this document, the declarant hereby consolidates said parcels into a single consolidated parcel, which consolidated parcel is to be treated as a single lot or parcel for building code, zoning code, and property transfer purposes.*
4. *Once this form is executed, no portion of the consolidated parcel shall be individually conveyed or transferred without obtaining subdivision authorization from the City of Cody pursuant to the subdivision requirements in the City of Cody ordinances.*

5. *The declarant and City of Cody are parties to this declaration, which declaration is binding on the owner, heirs, and devisees of said property.*

Now therefore, the following real property is hereby consolidated into a single parcel/lot, as described herein.

(Consolidated Legal Description)

(Signature block)

(Notary block)

B. Within 30 days of the City authorization of the lot consolidation, the lot consolidation declaration, and record of survey if any, shall be recorded with the county clerk, or the authorization shall automatically become null and void. A copy of the recorded document shall be provided to the City.

SECTION 2: EFFECTIVE DATE. That this Ordinance shall become effective after final passage and publication in the Cody Enterprise as required by law.

SECTION 3: 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: _____

PASSED ON SECOND READING: _____

PASSED ON THIRD READING: _____

Nancy Tia Brown, Mayor

Attest:

Cynthia Baker
Administrative Services Director