

# City of Cody City Council

## AGENDA

Tuesday, January 5, 2016 – 7:00 p.m. (Pre-Meeting to begin at 6:00 p.m.)  
Meeting Place: City of Cody Council Chambers – 1338 Rumsey Avenue, Cody, WY

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

Outgoing Board Members:

Justin Lundvall and Mark Musser, Planning, Zoning and Adjustment Board  
Aaron Danforth and LJ O'Mara, Cody Tree Board

### 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 12/10/15, and Regular Meeting Minutes from 12/15/15.
- b. Approval of vouchers and payroll in the amount of \$703,562.17.
- c. Declare the Cody Enterprise as the City's Official publication per §15-1-110.
- d. Consider appointing Council Member Ballinger to the Park County Drug Court for a one year term ending December 31, 2016.
- e. Consider appointing Council Member Miller as Council President and Council Member Greer as Council Vice President for a one year term ending December 31, 2016.
- f. Consider appointing Council Member Anderson to the Yellowstone Regional Airport Board for a three year term ending December 31, 2018.
- g. Consider appointing Council Member Anderson to the Contractors' Board for a three year term ending December, 31, 2018.
- h. Consider appointing Mayor Brown and Council Member Anderson to the Northwest Improvement Joint Powers Board for a three year term ending December 31, 2018.
- i. Consider approval of the Official Community Appointments for 2016: Municipal Court Judge, C.E. Webster II; Alternate Municipal Court Judges, Bruce Waters, James Allison, and John Housel; Fire Marshall, Sam Wilde; and Fire Chief, Bryan Reiter.
- j. Consider awarding Bid No. 2015-21 to Douglas Greenway for a parcel of land within Lot 62, Resurvey, T52N., R/102W.,., 6<sup>th</sup> P.M., Park County Wyoming bid amount of \$7,129.00 and authorize the Mayor to sign documents relating to sale of the property after the party has paid for and completed the boundary line adjustment, paid for property in full along with closing cost associated with the sale.

**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.

2. Public Hearing

3. Conduct of Business

- a. Sign Conflict of Interest disclosure of financial interest in depositories or firms where the City of Cody funds are invested, pursuant to §6-5-118(a) by the Mayor, Council Members, City Administrator and Administrative Services Officer.

Staff Reference: Cindy Baker, Administrative Services Officer

- b. Consider the appointment of Gene Kelly, Merle Nielsen and Tom Quick to the Contractors' Board for a three year appointment ending December 31, 2018.

- c. Consider the appointment of Diane Russell, Marty Coe, Richard Jones, and Brian Beauvais to the Cody Tree Board for a two year term ending December 31, 2017.

- d. Consider Quote 2015-20, 3/8" Chip Seal Aggregate.

Staff Reference: Steve Payne, Public Works Director

- e. Consider Bid #2015-17 – Beck Lake Parks Maintenance Shop Renovation.

Staff Reference: Rick Manchester, Parks, Public Facilities and Recreation Director

- f. Authorize the Mayor to enter into and sign an Encroachment License between the City of Cody and Streamside Investments LLC to construct an outdoor stairway, trellis and associated improvements within the portion of the Stampede Avenue public right-of-way, contingent upon review and approval by the City Attorney and collect a payment of an annual fee in the amount of \$66.00.

Staff Reference: Todd Stowell, City Planner

- g. ORDINANCE 2015-16 – SECOND READING  
AN ORDINANCE AMENDING TITLE 4, CHAPTER 3 OF THE CITY OF CODY CODE: NUISANCE ABATEMENT.

Staff Reference: Scott Kolpitcke, City Attorney

- h. ORDINANCE 2016-01 – FIRST READING  
AN ORDINANCE AMENDING TITLE 3, CHAPTER 2, ARTICLE II SECTION 10, SUBSECTION D OF THE CITY OF CODY CODE.

Staff Reference: Scott Kolpitcke, City Attorney

4. Tabled Items
5. Matters from Staff Members
6. Matters from Council Members
7. Adjournment

**Upcoming Meetings:**

**January 7 – Region III Meeting – Worland WY**

**January 13 – Council Work Session 4:15 p.m.**

**January 19 – Regular Council Meeting 7:00 p.m.**

**City of Cody**  
**Council Proceedings**  
**Thursday, December 10, 2015**

A special meeting of the Cody City Council was held in Council Chambers of Cody City Hall on Thursday, December 10, 2015 at 4:15 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 Kolpitcke and Administrative Services Officer, Cindy Baker.

Absent: None

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

Katherine and Tommy Thompson updated and provided follow-up on the Shoshone River Way Restoration Project. Council updated. No action was taken.

Barry Cook, City Administrator and Leslie Brumage, Finance Officer discussed the Project Based Budget. Staff was given direction on moving forward with a phase in/transition, but not to move forward to the full extent of Project Based Budget for the budget process for FY16-17.

The Governing Body conducted interviews for the Planning, Zoning & Adjustment Board. Applicants interviewed were Richard Jones, Carla Mair, Heidi Rasmussen and Robin Tolg. The Governing Body will appoint for this board at the first meeting in January, 2016.

The Governing Body reviewed Agenda for Tuesday, December 15<sup>th</sup> meeting. No action was taken.

Mayor Brown adjourned the meeting at 6:40 p.m.

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Cindy Baker  
Administrative Services Officer

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Nancy Tia Brown  
Mayor

**City of Cody**  
**Council Proceedings**  
**Tuesday, December 15, 2015**

Council Member made a motion seconded by Council Member to enter into an Executive Session at 6:15 p.m. pursuant to W.S. 16-4-405(a)(ix) to consider or receive information classified as confidential by law. Council Member made a motion seconded by Council Member to exit the Executive Session at 6:30 p.m. No action was taken.

A Special Meeting was held at 6:30 to review the agenda. No action was taken.

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, December 15, 2015 at 7:00 p.m.

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

Absent: Council Member Jerry Fritz

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 amended with the addition to the Vouchers and Payroll. Vote was unanimous.

Council Member Miller made a motion seconded by Council Member Greer for the approval of Minutes: Regular Meeting Minutes from December 1, 2015; approve Vouchers and Payroll in the amount of \$1,346,073.06; declare 65 used distribution transformers as surplus and authorize staff to dispose of utilizing a bid process; approve the depository applications and designate as official depositories for the City of Cody for the calendar year 2016; vote for Greg James, Mayor City of Newcastle, Kelly Krakow, Mayor Town of Albin and Don Richards, Shoshone Municipal Pipeline to fill the three vacant positions on the Local Government Liability Pool; designate Mayor Brown as the Voting Delegate for the City of Cody for the WAM Winter Workshop and Landon Greer or Donny Anderson as Alternate Voting Delegate; authorize the Mayor to enter into and sign a lease agreement between the City of Cody and Mackay & Jacobson to renew a 1-year lease with two – one year automatic renewal options; award Bid 2015-19 and authorize the Mayor to enter into and sign a contract with Harris Trucking & Construction for the 12<sup>th</sup> Street Storm Drainage Project for the amount of \$225,044.08. Vote was unanimous.

Council Member Miller made a motion seconded by Council Member Ballinger to appointment of Richard Jones, Justin Ness and Heidi Rasmussen to the positions on the Planning, Zoning and Adjustment Board for the term January 1, 2016 through December 31, 2018. Vote was unanimous.

Council Member Ballinger made a motion seconded by Council Member Anderson to accepting the auditor's report and related financial statements for FY 14-15. Vote was unanimous.

**ORDINANCE 2015-16 FIRST READING**

**AN ORDINANCE AMENDING TITLE 4, CHAPTER 3 of the CITY OF CODY CODE: NUISANCE ABATEMENT.** Council Member Anderson made a motion seconded by Council Member Ballinger to approve Ordinance 2015-16 on First Reading. Vote was unanimous.

There being no further business, Mayor Brown adjourned the meeting at 7:39 p.m.

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Cindy Baker  
Administrative Services Officer

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Nancy Tia Brown  
Mayor

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
<b>813-NCPERS WYOMING</b>							
<b>125412</b>							
11302015	PREMIUM	11/30/2015	432.00	432.00	12/09/2015		1215
Total :			432.00	432.00			
Total 125412:			432.00	432.00			
<b>ADVANCED INFO SYSTEMS</b>							
<b>129162</b>							
12718	CYCLE 1 OUTSOURCE BILLS	12/17/2015	505.98	505.98	01/06/2016		1215
12725	CYCLE 2 OUTSOURCE BILLS	12/21/2015	175.19	175.19	01/06/2016		1215
Total :			681.17	681.17			
Total 129162:			681.17	681.17			
<b>AMERICAN FAMILY LIFE ASSUR</b>							
<b>550</b>							
11302015	AFLAC PREMIUM	11/30/2015	2,227.98	2,227.98	12/09/2015		1215
Total :			2,227.98	2,227.98			
Total 550:			2,227.98	2,227.98			
<b>BAILEY ENTERPRISES INCORPORATED</b>							
<b>130546</b>							
113015	Unleaded Fuel	11/30/2015	344.00	344.00	01/06/2016		1215
113015	Unleaded Fuel	11/30/2015	61.57	61.57	01/06/2016		1215
113015	Diesel Fuel	11/30/2015	.00	.00			1215
113015	Unleaded Fuel	11/30/2015	819.73	819.73	01/06/2016		1215
113015	Diesel Fuel	11/30/2015	44.20	44.20	01/06/2016		1215
113015	Unleaded Fuel	11/30/2015	149.34	149.34	01/06/2016		1215
113015	Unleaded Fuel	11/30/2015	108.45	108.45	01/06/2016		1215
113015	Diesel Fuel	11/30/2015	.00	.00			1215
113015	Unleaded Fuel	11/30/2015	.00	.00			1215
113015	Unleaded Fuel	11/30/2015	68.69	68.69	01/06/2016		1215
113015	Diesel Fuel	11/30/2015	411.92	411.92	01/06/2016		1215
113015	Unleaded Fuel	11/30/2015	220.29	220.29	01/06/2016		1215
113015	Unleaded Fuel	11/30/2015	45.30	45.30	01/06/2016		1215
113015	Diesel Fuel	11/30/2015	1,957.48	1,957.48	01/06/2016		1215
113015	Unleaded Fuel	11/30/2015	48.77	48.77	01/06/2016		1215
113015	Diesel Fuel	11/30/2015	40.27	40.27	01/06/2016		1215
113015	Unleaded Fuel	11/30/2015	291.70	291.70	01/06/2016		1215
113015	Diesel Fuel	11/30/2015	89.55	89.55	01/06/2016		1215
113015	Unleaded Fuel	11/30/2015	46.31	46.31	01/06/2016		1215
113015	Diesel Fuel	11/30/2015	414.16	414.16	01/06/2016		1215
113015	Unleaded Fuel	11/30/2015	227.44	227.44	01/06/2016		1215
Total :			5,389.17	5,389.17			
Total 130546:			5,389.17	5,389.17			
<b>BARNHART, TED</b>							
<b>130680</b>							
121215	REIMBURSE FOR STEEL TOE B	12/12/2015	44.99	44.99	01/06/2016		1215

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
Total :			44.99	44.99			
Total 130680:			44.99	44.99			
<b>BLACK HILLS ENERGY</b>							
<b>130509</b>							
0764 8304 15	UTILITIES	12/18/2015	535.44	535.44	01/06/2016		1215
1188 3974 81	UTILITIES	12/18/2015	17.17	17.17	01/06/2016		1215
1212 9706 22	UTILITIES	12/18/2015	546.62	546.62	01/06/2016		1215
1226 3825 58	UTILITIES	12/18/2015	314.75	314.75	01/06/2016		1215
1748 3070 35	UTILITIES	12/18/2015	954.20	954.20	01/06/2016		1215
2844 0883 27	UTILITIES	12/18/2015	105.14	105.14	01/06/2016		1215
3439 1746 41	UTILITIES	12/18/2015	17.17	17.17	01/06/2016		1215
3745 9872 61	UTILITIES	12/18/2015	19.89	19.89	01/06/2016		1215
5343 2365 74	UTILITIES	12/18/2015	45.41	45.41	01/06/2016		1215
5581 8309 98	UTILITIES	12/18/2015	20.43	20.43	01/06/2016		1215
5839 8360 11	UTILITIES	12/18/2015	337.55	337.55	01/06/2016		1215
5843 2846 46	UTILITIES	12/18/2015	923.61	923.61	01/06/2016		1215
5843 2846 46	UTILITIES	12/18/2015	237.90	237.90	01/06/2016		1215
5843 2846 46	UTILITIES	12/18/2015	139.94	139.94	01/06/2016		1215
5843 2846 46	UTILITIES	12/18/2015	97.95	97.95	01/06/2016		1215
6891 6043 54	UTILITIES	12/18/2015	330.96	330.96	01/06/2016		1215
8373 7435 57	UTILITIES	12/18/2015	238.72	238.72	01/06/2016		1215
Total :			4,882.85	4,882.85			
Total 130509:			4,882.85	4,882.85			
<b>BORDER STATES INDUSTRIES, INC</b>							
<b>1420</b>							
910545216	Meter F2S 1ph 240v meter C200	12/23/2015	1,903.20	1,903.20	01/06/2016	MTR2SITR	1215
910545216	Meter F1s 1ph3w c100 120v mete	12/23/2015	323.08	323.08	01/06/2016		1215
Total :			2,226.28	2,226.28			
Total 1420:			2,226.28	2,226.28			
<b>CARPENTER, JOHN</b>							
<b>130669</b>							
384537	REC CENTER REFUND	12/10/2015	80.00	80.00	01/06/2016		1215
Total :			80.00	80.00			
Total 130669:			80.00	80.00			
<b>CITY OF CODY</b>							
<b>2260</b>							
122415	Utilities	12/24/2015	2,570.10	2,570.10	01/06/2016		1215
122415	Utilities	12/24/2015	86.61	86.61	01/06/2016		1215
122415	Utilities	12/24/2015	93.66	93.66	01/06/2016		1215
122415	Utilities	12/24/2015	602.66	602.66	01/06/2016		1215
122415	Utilities	12/24/2015	98.29	98.29	01/06/2016		1215
122415	Utilities	12/24/2015	337.51	337.51	01/06/2016		1215
122415	Utilities	12/24/2015	85.08	85.08	01/06/2016		1215
122415	Utilities	12/24/2015	83.72	83.72	01/06/2016		1215
122415	Utilities	12/24/2015	236.35	236.35	01/06/2016		1215
122415	Utilities	12/24/2015	408.26	408.26	01/06/2016		1215

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
122415	Utilities	12/24/2015	23.00	23.00	01/06/2016		1215
122415	Utilities	12/24/2015	45.69	45.69	01/06/2016		1215
122415	Utilities	12/24/2015	596.80	596.80	01/06/2016		1215
122415	Utilities	12/24/2015	63.00	63.00	01/06/2016		1215
122415	Utilities	12/24/2015	108.99	108.99	01/06/2016		1215
122415	Utilities	12/24/2015	127.73	127.73	01/06/2016		1215
122415	Utilities	12/24/2015	543.91	543.91	01/06/2016		1215
122415	Utilities	12/24/2015	283.12	283.12	01/06/2016		1215
122415	Utilities	12/24/2015	30.16	30.16	01/06/2016		1215
122415	Utilities	12/24/2015	161.00	161.00	01/06/2016		1215
122415	Utilities	12/24/2015	194.40	194.40	01/06/2016		1215
122415	Utilities	12/24/2015	23.00	23.00	01/06/2016		1215
122415	Utilities	12/24/2015	231.42	231.42	01/06/2016		1215
122415	Utilities	12/24/2015	184.98	184.98	01/06/2016		1215
122415	Utilities	12/24/2015	42.00	42.00	01/06/2016		1215
122415	Utilities	12/24/2015	42.00	42.00	01/06/2016		1215
122415	Utilities	12/24/2015	33.14	33.14	01/06/2016		1215
122415	Utilities	12/24/2015	516.67	516.67	01/06/2016		1215
122415	Utilities	12/24/2015	94.15	94.15	01/06/2016		1215
122415	Utilities	12/24/2015	398.39	398.39	01/06/2016		1215
122415	Utilities	12/24/2015	23.00	23.00	01/06/2016		1215
122415	Utilities	12/24/2015	137.00	137.00	01/06/2016		1215
122415	Utilities	12/24/2015	197.14	197.14	01/06/2016		1215
122415	Utilities	12/24/2015	29.94	29.94	01/06/2016		1215
122415	Utilities	12/24/2015	29.94	29.94	01/06/2016		1215
122415	Utilities	12/24/2015	63.00	63.00	01/06/2016		1215
122415	Utilities	12/24/2015	161.00	161.00	01/06/2016		1215
122415	Utilities	12/24/2015	83.26	83.26	01/06/2016		1215
122415	Utilities	12/24/2015	35.32	35.32	01/06/2016		1215
122415	Utilities	12/24/2015	23.00	23.00	01/06/2016		1215
122415	Utilities	12/24/2015	63.00	63.00	01/06/2016		1215
122415	Utilities	12/24/2015	36.29	36.29	01/06/2016		1215
122415	Utilities	12/24/2015	987.79	987.79	01/06/2016		1215
122415	Utilities	12/24/2015	297.87	297.87	01/06/2016		1215
122415	Utilities	12/24/2015	10.50	10.50	01/06/2016		1215
122415	Utilities	12/24/2015	132.18	132.18	01/06/2016		1215
122415	Utilities	12/24/2015	52.94	52.94	01/06/2016		1215
122415	Utilities	12/24/2015	2,378.45	2,378.45	01/06/2016		1215
122415	Utilities	12/24/2015	7,135.35	7,135.35	01/06/2016		1215
122415	Utilities	12/24/2015	1,188.10	1,188.10	01/06/2016		1215
122415	Utilities	12/24/2015	306.03	306.03	01/06/2016		1215
122415	Utilities	12/24/2015	180.02	180.02	01/06/2016		1215
122415	Utilities	12/24/2015	126.01	126.01	01/06/2016		1215
122415	Utilities	12/24/2015	32.55	32.55	01/06/2016		1215
122415	Utilities	12/24/2015	65.42	65.42	01/06/2016		1215
122415	Utilities	12/24/2015	38.46	38.46	01/06/2016		1215
122415	Utilities	12/24/2015	38.75	38.75	01/06/2016		1215
122415	Utilities	12/24/2015	450.11	450.11	01/06/2016		1215
122415	Utilities	12/24/2015	65.99	65.99	01/06/2016		1215
122415	Utilities	12/24/2015	882.60	882.60	01/06/2016		1215
122415	Utilities	12/24/2015	353.27	353.27	01/06/2016		1215
122415	Utilities	12/24/2015	246.89	246.89	01/06/2016		1215
122415	Utilities	12/24/2015	32.55	32.55	01/06/2016		1215
122415	Utilities	12/24/2015	30.46	30.46	01/06/2016		1215
122415	Utilities	12/24/2015	296.28	296.28	01/06/2016		1215
122415	Utilities	12/24/2015	308.90	308.90	01/06/2016		1215
122415	Utilities	12/24/2015	50.71	50.71	01/06/2016		1215
122415	Utilities	12/24/2015	305.52	305.52	01/06/2016		1215

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
122415	Utilities	12/24/2015	1,462.65	1,462.65	01/06/2016		1215
122415	Utilities	12/24/2015	39.00	39.00	01/06/2016		1215
122415	Utilities	12/24/2015	179.94	179.94	01/06/2016		1215
122415	Utilities	12/24/2015	320.83	320.83	01/06/2016		1215
122415	Utilities	12/24/2015	268.58	268.58	01/06/2016		1215
122415	Utilities	12/24/2015	2,900.02	2,900.02	01/06/2016		1215
122415	Utilities	12/24/2015	355.49	355.49	01/06/2016		1215
122415	Utilities	12/24/2015	4,434.10	4,434.10	01/06/2016		1215
122415	Utilities	12/24/2015	350.49	350.49	01/06/2016		1215
122415	Utilities	12/24/2015	367.31	367.31	01/06/2016		1215
122415	Utilities	12/24/2015	261.81	261.81	01/06/2016		1215
122415	Utilities	12/24/2015	30.01	30.01	01/06/2016		1215
122415	Utilities	12/24/2015	45.55	45.55	01/06/2016		1215
122415	Utilities	12/24/2015	5,852.90	5,852.90	01/06/2016		1215
122415	Utilities	12/24/2015	33.15	33.15	01/06/2016		1215
Total :			42,123.21	42,123.21			
Total 2260:			42,123.21	42,123.21			
<b>CKS ENTERPRISES, LLC</b>							
<b>130677</b>							
1226017	REFUND UTILITY DEPOSIT	12/15/2015	162.07	162.07	01/06/2016		1215
Total :			162.07	162.07			
Total 130677:			162.07	162.07			
<b>CRISIS INTERVENTION SERVICE</b>							
<b>3290</b>							
121215	COMMUNITY FUNDING ALLOCA	12/12/2015	750.00	750.00	01/06/2016		1215
Total :			750.00	750.00			
Total 3290:			750.00	750.00			
<b>CSD SERVICES</b>							
<b>130671</b>							
17015911	REFUND UTILITY DEPOSIT	12/09/2015	409.08	409.08	01/06/2016		1215
Total :			409.08	409.08			
Total 130671:			409.08	409.08			
<b>DAMELIO, STEVE</b>							
<b>130672</b>							
17015827	REFUND UTILITY DEPOSIT	12/09/2015	15.58	15.58	01/06/2016		1215
Total :			15.58	15.58			
Total 130672:			15.58	15.58			
<b>ELECTRO TEST AND MAINTENANCE, INC.</b>							
<b>4060</b>							
15-216	MINSKE SUBSTATION MAINTEN	12/07/2015	12,320.00	12,320.00	01/06/2016		1215
Total :			12,320.00	12,320.00			

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
Total 4060:			12,320.00	12,320.00			
<b>GDA ENGINEERS</b>							
<b>4620</b>							
00003-151117	12TH ST STORM DRAIN	12/21/2015	5,470.05	5,470.05	01/06/2016		1215
00003-151118	COUGAR AVE DESIGN	12/21/2015	12,718.75	12,718.75	01/06/2016		1215
12/11/15-00002	STAKING - MONUMENT ST TIE	12/11/2015	550.00	550.00	01/06/2016		1215
Total :			18,738.80	18,738.80			
Total 4620:			18,738.80	18,738.80			
<b>GENERAL DISTRIBUTING COMPANY</b>							
<b>130682</b>							
00385687	CO2	11/18/2015	150.00	150.00	01/06/2016		1215
Total :			150.00	150.00			
Total 130682:			150.00	150.00			
<b>GIBBS, NAOMY R</b>							
<b>130687</b>							
14211025	REFUND UTILITY DEPOSIT	12/29/2015	127.10	127.10	01/06/2016		1215
Total :			127.10	127.10			
Total 130687:			127.10	127.10			
<b>HOLSINGER MARK OR TILGHMAN BRITTANY</b>							
<b>130685</b>							
17.1775.18	UTILITY DEPOSIT REFUND	12/24/2015	141.29	141.29	01/06/2016		1215
Total :			141.29	141.29			
Total 130685:			141.29	141.29			
<b>JENSEN PLUMBING</b>							
<b>129455</b>							
6914	REC CENTER SHOWER	12/08/2015	452.34	452.34	01/06/2016		1215
Total :			452.34	452.34			
Total 129455:			452.34	452.34			
<b>JOHNSON, CAYDE</b>							
<b>129588</b>							
384551	REC CENTER REFUND	12/10/2015	17.00	17.00	01/06/2016		1215
Total :			17.00	17.00			
Total 129588:			17.00	17.00			
<b>KRUBECK, CRYSTAL</b>							
<b>130674</b>							
3269044	REFUND UTILITY DEPOSIT	12/14/2015	81.50	81.50	01/06/2016		1215
Total :			81.50	81.50			

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
Total 130674:			81.50	81.50			
<b>KUNTZ, CHRIS</b>							
<b>130683</b>							
121815	WITNESS FEES & MILEAGE MC	12/18/2015	41.37	41.37	01/06/2016		1215
Total :			41.37	41.37			
Total 130683:			41.37	41.37			
<b>LOCAL GOV'T LIABILITY POOL</b>							
<b>6176</b>							
9969	CLAIM AGAINST CITY	12/15/2015	152.66	152.66	01/06/2016		1215
9969	CLAIM AGAINST CITY	12/15/2015	4,472.02	4,472.02	01/06/2016		1215
Total :			4,624.68	4,624.68			
Total 6176:			4,624.68	4,624.68			
<b>LOVERA, CHRIS</b>							
<b>130684</b>							
121815	WITNESS FEES & MILEAGE MC	12/18/2015	18.05	18.05	01/06/2016		1215
Total :			18.05	18.05			
Total 130684:			18.05	18.05			
<b>LOZIER, TIM AND/OR</b>							
<b>130686</b>							
8104510	REFUND UTILITY DEPOSIT	12/24/2015	78.94	78.94	01/06/2016		1215
Total :			78.94	78.94			
Total 130686:			78.94	78.94			
<b>MOUNTAIN MARKET PLACE</b>							
<b>130673</b>							
384499	REC CENTER REFUND	12/09/2015	156.45	156.45	01/06/2016		1215
Total :			156.45	156.45			
Total 130673:			156.45	156.45			
<b>OFFICE SHOP, THE</b>							
<b>7440</b>							
24219	COPIER CONTRACT - PD	12/02/2015	901.10	901.10	01/06/2016		1215
24220	COPIER CONTRACT - CITY HAL	12/02/2015	892.98	892.98	01/06/2016		1215
24221	COPIER CONTRACT - COMM D	12/02/2015	92.39	92.39	01/06/2016		1215
24222	COPIER CONTRACT - REC CEN	12/02/2015	1,809.65	1,809.65	01/06/2016		1215
24223	COPIER CONTRACT - SHOP	12/02/2015	4.38	4.38	01/06/2016		1215
24223	COPIER CONTRACT - SHOP	12/02/2015	4.38	4.38	01/06/2016		1215
24223	COPIER CONTRACT - SHOP	12/02/2015	4.38	4.38	01/06/2016		1215
24223	COPIER CONTRACT - SHOP	12/02/2015	4.38	4.38	01/06/2016		1215
24223	COPIER CONTRACT - SHOP	12/02/2015	4.38	4.38	01/06/2016		1215
24223	COPIER CONTRACT - SHOP	12/02/2015	4.37	4.37	01/06/2016		1215
Total :			3,722.39	3,722.39			

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
Total 7440:			3,722.39	3,722.39			
<b>ONE-CALL OF WYOMING</b>							
<b>127665</b>							
39876	ONE CALL FEES	12/08/2015	12.00	12.00	01/06/2016		1215
39876	ONE CALL FEES	12/08/2015	12.00	12.00	01/06/2016		1215
39876	ONE CALL FEES	12/08/2015	12.00	12.00	01/06/2016		1215
39876	ONE CALL FEES	12/08/2015	12.00	12.00	01/06/2016		1215
Total :			48.00	48.00			
Total 127665:			48.00	48.00			
<b>PARK COUNTY IMPLEMENT</b>							
<b>127752</b>							
03827505	2016 JOHN DEERE GATOR HPX	11/03/2015	21,750.00	21,750.00	01/06/2016		1215
2015-15	RETURN BID BOND 2015-15	12/22/2015	1,087.50	1,087.50	01/06/2016		1215
Total :			22,837.50	22,837.50			
Total 127752:			22,837.50	22,837.50			
<b>PARK COUNTY READY MIX</b>							
<b>7730</b>							
112429	FLOWABLE FILL, SAND SLURR	11/30/2015	2,997.50	2,997.50	01/06/2016		1215
112429	FLOWABLE FILL, SAND SLURR	11/30/2015	1,212.50	1,212.50	01/06/2016		1215
Total :			4,210.00	4,210.00			
Total 7730:			4,210.00	4,210.00			
<b>PARK COUNTY SHERIFF</b>							
<b>7740</b>							
113015	INCARCERATION - NOV 2015	11/30/2015	1,140.00	1,140.00	01/06/2016		1215
Total :			1,140.00	1,140.00			
Total 7740:			1,140.00	1,140.00			
<b>PHILLIPS, JENNIFER C</b>							
<b>127068</b>							
122115	TRAVEL REIMBURSEMENT	12/21/2015	504.65	504.65	01/06/2016		1215
Total :			504.65	504.65			
Total 127068:			504.65	504.65			
<b>PRICE, MICHELLE</b>							
<b>130679</b>							
385596	REC CENTER REFUND	12/22/2015	45.00	45.00	01/06/2016		1215
Total :			45.00	45.00			
Total 130679:			45.00	45.00			
<b>PROVIDENT LIFE &amp; ACCIDENT INS</b>							
<b>128033</b>							
1130	PREMIUMS	11/30/2015	183.44	183.44	12/09/2015		1215

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
Total :			183.44	183.44			
Total 128033:			183.44	183.44			
<b>PURCHASE POWER</b>							
<b>8240</b>							
121615	POSTAGE - PD	12/16/2015	22.88	22.88	01/06/2016		1215
121615	POSTAGE - ADMIN	12/16/2015	1,779.17	1,779.17	01/06/2016		1215
121615	POSTAGE - WATER	12/16/2015	2.91	2.91	01/06/2016		1215
121615	POSTAGE - REC CENTER	12/16/2015	195.04	195.04	01/06/2016		1215
121615	POSTAGE - REFILL FEE	12/16/2015	20.99	20.99	01/06/2016		1215
Total :			2,020.99	2,020.99			
Total 8240:			2,020.99	2,020.99			
<b>ROCKY MOUNTAIN POWER</b>							
<b>7570</b>							
121815	UTILITIES	12/18/2015	29.42	29.42	01/06/2016		1215
121815	UTILITIES	12/18/2015	330.26	330.26	01/06/2016		1215
121815	UTILITIES	12/18/2015	257.68	257.68	01/06/2016		1215
Total :			617.36	617.36			
Total 7570:			617.36	617.36			
<b>ROTE, KYLE</b>							
<b>130678</b>							
385554	REC CENTER REFUND	12/21/2015	90.40	90.40	01/06/2016		1215
Total :			90.40	90.40			
Total 130678:			90.40	90.40			
<b>SANDER, DANA</b>							
<b>129545</b>							
384710	REC CENTER REFUND	12/14/2015	15.00	15.00	01/06/2016		1215
Total :			15.00	15.00			
Total 129545:			15.00	15.00			
<b>SAY WHERE STORAGE</b>							
<b>130576</b>							
185360	PARK SHOP RENOVATION STO	12/10/2015	150.00	150.00	01/06/2016		1215
Total :			150.00	150.00			
Total 130576:			150.00	150.00			
<b>SITZ III, ALEX H.</b>							
<b>129379</b>							
16494	PROFESSIONAL FEES	12/18/2015	90.00	90.00	01/06/2016		1215
16495	PROFESSIONAL FEES	12/18/2015	111.04	111.04	01/06/2016		1215
Total :			201.04	201.04			

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
Total 129379:			201.04	201.04			
<b>SPRADLEY BARR MOTORS INC</b>							
<b>129523</b>							
110615	RETURN BID BOND 2015-11	11/06/2015	1,213.50	1,213.50	01/06/2016		1215
Total :			1,213.50	1,213.50			
Total 129523:			1,213.50	1,213.50			
<b>STANFILL, TRAVIS</b>							
<b>130681</b>							
4.2250.39	UTILITY DEPOSIT REFUND	12/21/2015	340.59	340.59	01/06/2016		1215
Total :			340.59	340.59			
Total 130681:			340.59	340.59			
<b>STEVE DECKER CONSTRUCTION</b>							
<b>130676</b>							
303041	GLENDALE PARK CONCRETE	12/14/2015	1,150.00	1,150.00	01/06/2016		1215
Total :			1,150.00	1,150.00			
Total 130676:			1,150.00	1,150.00			
<b>STOTZ EQUIPMENT</b>							
<b>129828</b>							
2015-16	RETURN BID BOND 2015-16	12/10/2015	584.67	584.67	01/06/2016		1215
E01603	BUNKER RAKE	12/14/2015	11,693.29	11,693.29	01/06/2016		1215
Total :			12,277.96	12,277.96			
Total 129828:			12,277.96	12,277.96			
<b>TROMBLE, JOAN</b>							
<b>130688</b>							
8008026	REFUND UTILITY DEPOSIT	12/28/2015	73.07	73.07	01/06/2016		1215
Total :			73.07	73.07			
Total 130688:			73.07	73.07			
<b>UNUM LIFE INS - LTD</b>							
<b>127843</b>							
0146664001	LONG TERM DISABILITY - PRE	11/30/2015	2,918.78	2,918.78	12/09/2015		1215
Total :			2,918.78	2,918.78			
Total 127843:			2,918.78	2,918.78			
<b>UNUM LIFE INSURANCE - LIFE</b>							
<b>127935</b>							
11302015	PREMIUM	11/30/2015	1,854.68	1,854.68	12/09/2015		1215
Total :			1,854.68	1,854.68			

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
Total 127935:			1,854.68	1,854.68			
<b>VINTON, MARA</b>							
<b>130675</b>							
5128611	REFUND UTILITY DEPOSIT	12/11/2015	49.22	49.22	01/06/2016		1215
Total :			49.22	49.22			
Total 130675:			49.22	49.22			
<b>WATCO POOLS</b>							
<b>10370</b>							
19859	POOL CHEMICALS	12/14/2015	994.38	994.38	01/06/2016		1215
Total :			994.38	994.38			
Total 10370:			994.38	994.38			
<b>WESTERN UNITED ELECTRIC SUPPLY</b>							
<b>10605</b>							
4074675	Cutout, non-loadbreak 100 amp 1	12/18/2015	1,215.15	1,215.15	01/06/2016	C/O100NL15	1215
4074677	TOOLS	12/21/2015	53.82	53.82	01/06/2016		1215
Total :			1,268.97	1,268.97			
Total 10605:			1,268.97	1,268.97			
<b>WYOMING DEPARTMENT OF WORKFORCE SERVICES</b>							
<b>10670</b>							
11302015	CONTRIBUTIONS	11/30/2015	7,009.75	7,009.75	12/09/2015		1215
11302015	CONTRIBUTIONS	11/30/2015	9.40	9.40	12/09/2015		1215
11302015	CONTRIBUTIONS	11/30/2015	93.96	93.96	12/09/2015		1215
Total :			7,113.11	7,113.11			
Total 10670:			7,113.11	7,113.11			
<b>WYOMING RETIREMENT SYSTEM</b>							
<b>10950</b>							
11302015	CONTRIBUTIONS -	11/30/2015	72,467.82	72,467.82	12/09/2015		1215
Total :			72,467.82	72,467.82			
Total 10950:			72,467.82	72,467.82			
Grand Totals:			233,879.75	233,879.75			

12/16 PAYROLL TOTAL \$232,025.11 & 12/30 PAYROLL TOTAL  
\$237,657.31

TOTAL \$703,562.17

## Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

MEETING DATE: JANUARY 5, 2016  
DEPARTMENT: PUBLIC WORKS  
PREPARED BY: CINDY BAKER  
DEPT. DIR. APPROVAL: \_\_\_\_\_  
CITY ADM. APPROVAL: \_\_\_\_\_  
PRESENTED BY: TODD STOWELL

## AGENDA ITEM SUMMARY REPORT

### BID AWARD – BID NO. 2015-21

#### **ACTION:**

Staff requests that the Mayor and Council award Bid No. 2015-21 to Douglas Greenway for the purchase of a 4,112 sq feet parcel of land for the bid amount of \$7,129.00. Staff also requests that the Council authorize the Mayor to sign documents relating to sale of said parcel after the purchasing party has paid for and completed a Boundary Lot Line Adjustment, in accordance to City standards, paid for the parcel in full and all closing cost associated with the purchase.

#### **SUMMARY:**

Parcel being considered to award is a parcel of land within Lot 62, Resurvey, T.52N., R.102W., 6<sup>th</sup> P.M., Park County, Wyoming. Said parcel is being more particularly described as follows: BEGINNING at a found aluminum cap marking the southwest corner of Tract B of the Westbeck Addition as shown on the Amended Plat recorded at Document No. 334279 in Plat Cabinet F at Page 102; thence S.45°30'40"E., along the southwesterly line of said Tract B, 192.09 feet, to a found aluminum cap marking the southeast corner of said Tract B; thence N.89°56'03"W., 35.68 feet; thence N.45°30'40"W., parallel with said southwesterly line, 137.22 feet; thence N.5°09'25"W., 38.57 feet, more or less, to the POINT OF BEGINNING.

The property is 25 feet wide and located on the east side of 14<sup>th</sup> Street, near the Huff N Puff Avenue intersection. The property is not developable as an individual lot, and must be combined with adjacent land.

On December 28, 2015 at 2:00 p.m., the sole bid for Bid No. 2015-21, Sale of Public Lands, was opened and publicly read aloud. The bid submitted was for the minimum bid amount and was submitted with a 5% bid bond.

#### **FISCAL IMPACT**

The sale of the parcel will generate \$7,129.00 in revenue. The successful bidder will cover the cost associated with preparing the Boundary Lot Line Adjustment and closing cost associated with the purchase.

#### **ALTERNATIVES**

1. Award the bid as indicated above.
2. Reject the bid.

#### **RECOMMENDATION**

Staff recommends that the Mayor and Council award Bid No. 2015-21 to Douglas Greenway for the purchase of a 4,112 sq feet parcel of land for the bid amount of \$7,129.00. Staff also requests that the Council authorize the Mayor to sign documents relating to sale of said parcel after the purchasing party has paid for and completed a Boundary Lot Line Adjustment, in accordance to City standards, paid for the parcel in full and all closing cost associated with the purchase.

#### **ATTACHMENTS**

Sale of Property Bid Packet

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

**AGENDA & SUMMARY REPORT TO:**  
Douglas Greenway



**TABLE OF CONTENTS  
BID NO. 2015-21**

**DOCUMENTS INCLUDED IN PACKET FOR BID NO 2015-21**

	<u>Pages</u>
<b>1. ADVERTISEMENT FOR BID (ON THIS PAGE, BELOW)</b>	<b>1</b>
<b>2. INSTRUCTION SHEET</b>	<b>2-3</b>
<b>3. BID PROPOSAL FORM</b>	<b>4-6</b>

**For more information: City of Cody 307-587-7511**

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**ADVERTISEMENT FOR BIDS  
BID NO. 2015-21**

The City of Cody is requesting sealed bids for the purchase of a 4,112 sq. ft. parcel of land described as follows:

Being a parcel of land within Lot 62, Resurvey, T.52N., R.102W., 6<sup>th</sup> P.M., Park County, Wyoming. Said parcel is being more particularly described as follows: BEGINNING at a found aluminum cap marking the southwest corner of Tract B of the Westbeck Addition as shown on the Amended Plat recorded at Document No. 334279 in Plat Cabinet F at Page 102; thence S.45°30'40"E., along the southwesterly line of said Tract B, 192.09 feet, to a found aluminum cap marking the southeast corner of said Tract B; thence N.89°56'03"W., 35.68 feet; thence N.45°30'40"W., parallel with said southwesterly line, 137.22 feet; thence N.5°09'25"W., 38.57 feet, more or less, to the POINT OF BEGINNING.

The property is 25 feet wide and located on the east side of 14<sup>th</sup> Street, near the Huff N Puff Avenue intersection. Sealed bids are to be submitted to the City of Cody, PO Box 2200, or hand delivered to 1338 Rumsey Avenue, Cody, Wyoming 82414 and shall be marked with the bid number (Bid 2015-21) on the outside of the envelope.

Sealed bids shall be submitted to and received by the City no later than 2:00 p.m., December 28, 2015, at which time they will be publicly opened and recorded. The bids are subject to approval by the Governing Body. The City property shall be sold to the highest responsible bidder, unless the governing body of the city rejects all bids. The City reserves the right to reject any and all bids.

A bid packet may be obtained from City Hall or by calling 527-7511.

Cynthia Baker  
Administrative Services Officer  
The City of Cody



## **INSTRUCTIONS: BID # 2015-21 – SALE OF PUBLIC LAND**

The Bidder agrees to supply a sealed bid for the purchase of the parcel of public land as described below:

Being a parcel of land within Lot 62, Resurvey, T.52N., R.102W., 6<sup>th</sup> P.M., Park County, Wyoming. Said parcel is being more particularly described as follows: BEGINNING at a found aluminum cap marking the southwest corner of Tract B of the Westbeck Addition as shown on the Amended Plat recorded at Document No. 334279 in Plat Cabinet F at Page 102; thence S.45°30'40"E., along the southwesterly line of said Tract B, 192.09 feet, to a found aluminum cap marking the southeast corner of said Tract B; thence N.89°56'03"W., 35.68 feet; thence N.45°30'40"W., parallel with said southwesterly line, 137.22 feet; thence N.5°09'25"W., 38.57 feet, more or less, to the POINT OF BEGINNING.

The minimum bid and appraised value for the parcel is \$7,129.00 and all bids lower than \$7,129.00 will not be considered. The successful bidder will be responsible for preparing and filing a Boundary Lot Line Adjustment to merge the parcel into an adjacent property. Buyer will also be responsible for all closing costs associated with sale and should be prepared to close within 30 days of Council's approval of a bid.

The City reserves the right to reject any and/or all bids and further reserves the right to waive any informalities if deemed in the best interest of the City.

The undersigned warrants that he/she has read and understands the requirements of the City of Cody, that he/she encloses a bid bond in the amount of not less than five percent (5%) of the "TOTAL BID" amount. All bid guarantees must be received in the form of a cashier's check or money order. No personal or business checks will be accepted as a bid guarantee. If a bid is received without the necessary 5% bid guarantee it will be rejected.

Award of bid shall be made by Notice of Award, which shall be accompanied by a binding agreement to purchase the property pursuant to the bid documents. Bidder warrants that Bidder has read the proposed agreement and agrees to the terms and conditions contained therein.

Bids are to be addressed to the City of Cody, P.O. Box 2200, 1338 Rumsey Avenue, Cody, Wyoming 82414 and shall be marked "**Bid No. 2015-21**" on the outside of the envelope. If bidders would like to view the parcel or have further questions, please contact Cindy Baker or Todd Stowell by calling 527-7511.

The sealed bids must be returned to the City of Cody no later than December 28, 2015 at 2:00 PM. which will be the date and time of the bid opening.

**BID PROPOSAL FORM - BID 2015-21**

City of Cody, Wyoming

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



The undersigned Bidder agrees to purchase the land described in the advertisement of Bid 2015-21, Sale of Public Land, which is part of this bid packet.

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

Award of bid shall be made by Notice of Award, which shall be accompanied by a binding agreement to purchase the subject property, as listed on page 4 of this document, and pursuant to the bid documents. Bidder warrants that Bidder has read the proposed agreement and agrees to the terms and conditions contained therein. Buyer will be responsible for all closing costs associated with the sale of the property, and preparation of a boundary line adjustment to merge the property into an adjacent lot. The Buyer should be prepared to close within 30 days, or the time frame specified by the City of Cody upon receipt of Notice of Award.

Date \_\_\_\_\_

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Company

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

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

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



**SPECIFICATION / PROPOSAL FORM  
PUBLIC LAND  
BID NO. 2015-21 Sale of Public Land**

<b>Number of Items</b>	<b>Item Description</b>	<b>Special Instructions</b>	<b>Written Value of Bid (e.g. Seven thousand...)</b>	<b>Numerical Bid Price (e.g. \$7,129)</b>
<b>One Parcel of Land</b>	A 25' wide parcel, as described and shown in Exhibit "A", being a parcel of land within Lot 62 Resurvey, T. 52 N., R. 102 W, 6 <sup>th</sup> P.M., Park County, WY.	<b>Minimum Bid Price of \$7,129</b>		

T.52N., R.102W., 6TH P.M.  
(RESURVEY)

**LEGAL DESCRIPTION**

BEING A PARCEL OF LAND WITHIN LOT 62, RESURVEY, T.52N., R.102W., 6TH P.M., PARK COUNTY, WYOMING. SAID PARCEL IS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

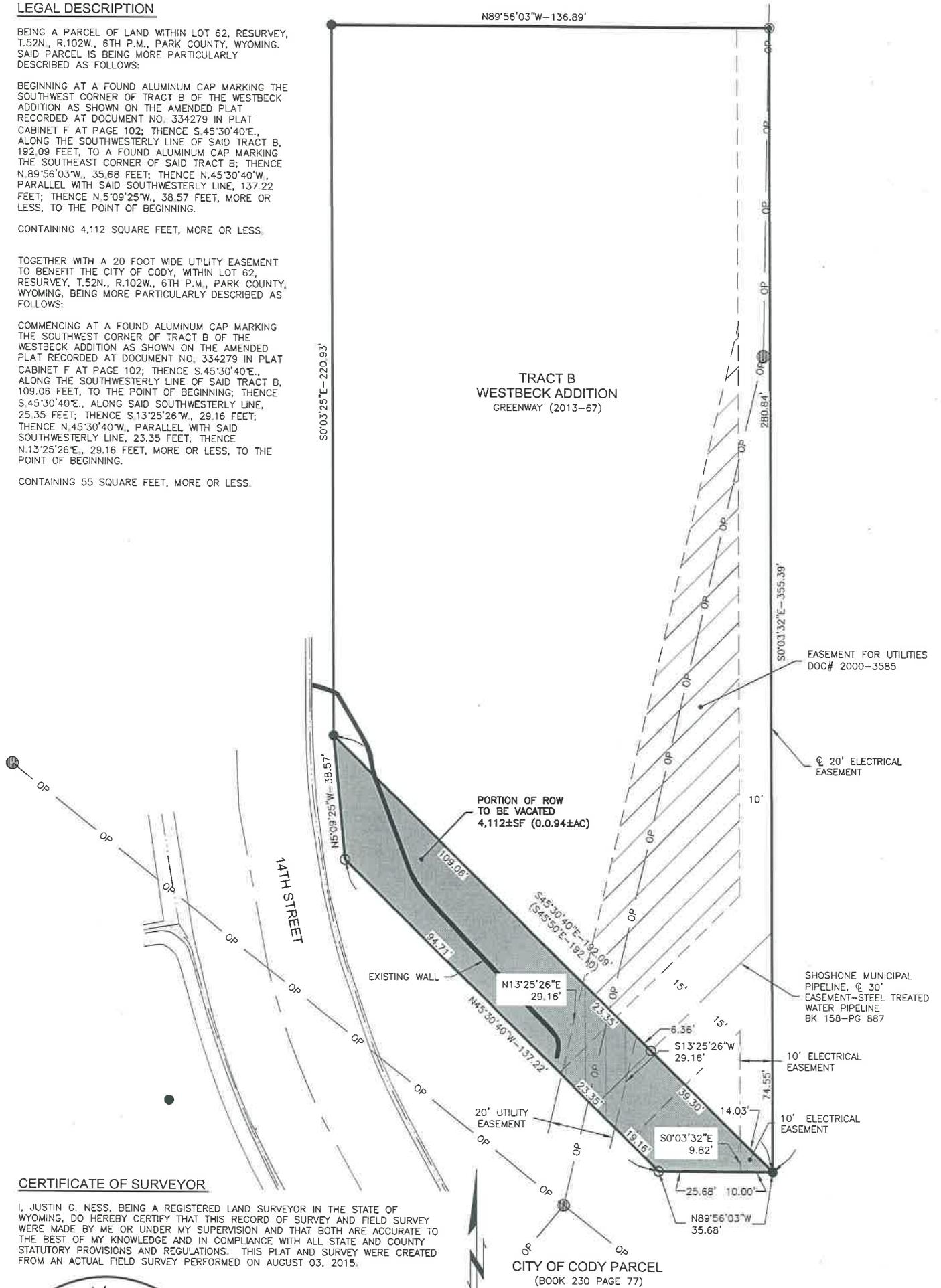
BEGINNING AT A FOUND ALUMINUM CAP MARKING THE SOUTHWEST CORNER OF TRACT B OF THE WESTBECK ADDITION AS SHOWN ON THE AMENDED PLAT RECORDED AT DOCUMENT NO. 334279 IN PLAT CABINET F AT PAGE 102; THENCE S.45°30'40"E., ALONG THE SOUTHWESTERLY LINE OF SAID TRACT B, 192.09 FEET, TO A FOUND ALUMINUM CAP MARKING THE SOUTHEAST CORNER OF SAID TRACT B; THENCE N.89°56'03"W., 35.68 FEET; THENCE N.45°30'40"W., PARALLEL WITH SAID SOUTHWESTERLY LINE, 137.22 FEET; THENCE N.5°09'25"W., 38.57 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINING 4,112 SQUARE FEET, MORE OR LESS.

TOGETHER WITH A 20 FOOT WIDE UTILITY EASEMENT TO BENEFIT THE CITY OF CODY, WITHIN LOT 62, RESURVEY, T.52N., R.102W., 6TH P.M., PARK COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND ALUMINUM CAP MARKING THE SOUTHWEST CORNER OF TRACT B OF THE WESTBECK ADDITION AS SHOWN ON THE AMENDED PLAT RECORDED AT DOCUMENT NO. 334279 IN PLAT CABINET F AT PAGE 102; THENCE S.45°30'40"E., ALONG THE SOUTHWESTERLY LINE OF SAID TRACT B, 109.06 FEET, TO THE POINT OF BEGINNING; THENCE S.45°30'40"E., ALONG SAID SOUTHWESTERLY LINE, 25.35 FEET; THENCE S.13°25'26"W., 29.16 FEET; THENCE N.45°30'40"W., PARALLEL WITH SAID SOUTHWESTERLY LINE, 23.35 FEET; THENCE N.13°25'26"E., 29.16 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINING 55 SQUARE FEET, MORE OR LESS.



**CERTIFICATE OF SURVEYOR**

I, JUSTIN G. NESS, BEING A REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THIS RECORD OF SURVEY AND FIELD SURVEY WERE MADE BY ME OR UNDER MY SUPERVISION AND THAT BOTH ARE ACCURATE TO THE BEST OF MY KNOWLEDGE AND IN COMPLIANCE WITH ALL STATE AND COUNTY STATUTORY PROVISIONS AND REGULATIONS. THIS PLAT AND SURVEY WERE CREATED FROM AN ACTUAL FIELD SURVEY PERFORMED ON AUGUST 03, 2015.



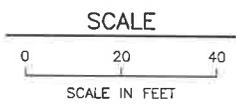
JUSTIN G. NESS  
WYOMING PLS 14276

SURVEY COMPLETED  
DATE: AUG 03, 2015  
BY: LP

REVIEWED BY: JN

**LEGEND**

- EXISTING PROPERTY LINE
- EASEMENT LINE
- FOUND ALUMINUM CAP
- SET 5/8"X24" REBAR WITH 2 1/2" ALUMINUM CAP
- MEASURED DATA  S.45°30'40"E. - 192.09'
- RECORD DATA  (S.45°50'E. 192.10')



**RECORD OF SURVEY**

SHOWING  
TRACT B  
WITHIN  
AMENDED PLAT OF WESTBECK ADDITION  
LOT 62, RESURVEY, T.52N., R.102W., 6TH P.M.,  
PARK COUNTY, WYOMING  
GREENWAY, CODY, WYOMING

PROJECT NO. 151229



ENGINEERING • SURVEYING • PLANNING  
502 33RD ST., CODY, WYOMING 82414

MEETING DATE:	JANUARY 5, 2016
DEPARTMENT:	PUBLIC WORKS
PREPARED BY:	ROB KRAMER
DEPT. DIR. APPROVAL:	_____
CITY ADM. APPROVAL:	_____
PRESENTED BY:	

## AGENDA ITEM SUMMARY REPORT

### Quote 2015-20, 3/8" Chip Seal Aggregate Park County Quote, 3/8" Chip Seal Aggregate

#### BACKGROUND

A request was made by the Streets Division for the purchase of 3,000 tons of 3/8" chip seal aggregate. The chip seal aggregate will be used for chip seal to maintain the streets throughout the City of Cody.

Quote requests for Quote 2015-20, 3/8" chip seal aggregate were sent to four suppliers, Harris Trucking and Construction, Big Horn Redi-Mix, Nicholson Dirt Contracting and Mountain Construction. Three quotes were received and opened at City Hall; one quote each from Harris Trucking & Construction Co., one from Big Horn Redi-Mix and one from Mountain Construction (please see summary below).

While the City quote request was out for the 3/8" Chip Seal Aggregate, Park County contacted the City of Cody and inquired as to whether the City would be willing to partner with the County on a 3/8" chip aggregate crushing contract utilizing the North Pit as the crushing location. The City indicated we would be interested. The County put out a quote request for up to 8,000 tons for them and 4,000 tons for the City of Cody. The County received responses from seven different companies to the quote request. The low quote was from AM Dirtworks and Construction from Fairview, MT and they have indicated it doesn't matter if the City does 3,000 or 4,000 tons.

#### SUMMARY

Three quotes were submitted and opened at City Hall.

Harris Trucking & Construction Co. Cody, WY submitted one quote for 3,000 tons of 3/8" chip seal aggregate in the amount of \$18.00 per ton for a total price \$54,000.

Big Horn Redi-Mix submitted one quote for 3,000 tons of 3/8" chip seal aggregate in the amount of \$17.90 per ton for a total price of \$53,700.

Mountain Construction submitted one quote for 3,000 tons of 3/8" chip seal aggregate in the amount of \$35.67 per ton for a total price of \$107,010.

#### Quoting Process with County:

The County received responses from seven different companies to the quote request. The low quote was from AM Dirtworks & Construction from Fairview, MT in the amount of \$16.50 per ton. If the City was to go with this quote the overall cost would be \$49,500 for the Chips and another \$1,000 in testing for a total of \$50,500.

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

## **FISCAL IMPACT**

The City Council approved \$54,000 for the purchase of 3/8" Chip Seal Aggregate in the City of Cody Budget, FY 2015/2016.

## **ALTERNATIVES**

Approve or deny the award of Quote 2015-20, 3/8" Chip Seal Aggregate to Big Horn Redi-Mix, for 3,000 tons of 3/8" chip seal aggregate in the amount of \$17.90 per ton for a total price of \$53,700.

Approve or deny the award of the Quote with the County, 3/8" Chip Seal Aggregate to AM Dirtworks and Construction, for 3,000 tons of 3/8" chip seal aggregate in the amount of \$16.50 per ton for a total price of \$49,500 with some additional testing to confirm conformance with specifications of and additional \$1,000.

## **RECOMMENDATION**

Staff does not have a specific recommendation. If the Council decides to go with our quoting process, the recommendation would be to award the Chip Quote to Big Horn Redi-Mix, for 3,000 tons of 3/8" chip aggregate in the amount of \$17.90 per ton for a total price of \$53,700.

If the Council decides to partner with the County, the Council would award the 3/8" Chip Aggregate to AM Dirtworks and Construction, for 3,000 tons of 3/8" chip seal aggregate in the amount of \$16.50 per ton for a total price of \$49,500 with some additional testing to confirm conformance with specifications of and additional \$1,000. There are two benefits with this option, the City saves money and the City would retain ownership of any reject material (ie, sand) developed in the creation of the chips.

## **ATTACHMENTS**

Quote 2015-20

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

Harris Trucking and Construction Co.  
PO Box 296  
Cody, WY 82414

Big Horn Redi-Mix  
PO Box 48  
Thermopolis, WY 82443

Mountain Construction  
PO Box 545  
Lovell, WY 82431

AM Dirtworks and Construction  
Fairview, MT.





**CITY OF CODY**



**QUOTE # 2015-20 3/8" Chip Seal Aggregate**

**Description and location of work:**

The City of Cody is requesting quotes for approximately 3,000 tons of 3/8" Chip Seal Aggregate.

The contractor agrees to provide a quality Chip Seal aggregate per the attached specifications and gradation requirements found on page 3.

The contractor shall stockpile the finished products within 10 miles of the City Shop in a place readily accessible, Monday thru Friday from 7:00 a.m. until 4:30 p.m., by the City of Cody Streets Division.

**3/8" Chip Seal Aggregate:**

**Estimated:**

<b>Tons:</b>	<u>approximately 3,000</u>
<b>Ready Date:</b>	<u>12/01/2015</u>
<b>Start Date:</b>	<u>12/01/2015</u>
<b>Completion Date:</b>	<u>12/31/2015</u>

**Sieve analysis samples and moisture content tests must be taken by the contractor to confirm that the 3/8" Chip Seal Aggregate meets the City of Cody's specifications. Results of these tests must be provided to the City of Cody before payment will be made. The City, at its sole discretion, may conduct additional sieve analysis and moisture tests to assure the aggregate conforms to City of Cody specifications. These tests may be taken during production and/or at the time of delivery.**

**Price per ton:** \$ 35.67

**Total Price:** \$ 107,010.00

**Price Provided by:** Mountain Construction Company **Date:** 12/01/2015

\*\*\*\*\*

**Accepted – City of Cody:** \_\_\_\_\_ **Date:** \_\_\_\_\_

MEETING DATE: JANUARY 5, 2016  
 DEPARTMENT: PARKS, REC, AND PUBLIC FACILITIES  
 PREPARED BY: RICK MANCHESTER, DIRECTOR  
 PRESENTED BY: RICK MANCHESTER AND JUSTIN LUNDVALL

## Beck Lake Parks Maintenance Shop Renovation Bid Number 2015-17

**ACTION TO BE TAKEN**

Staff requests that City Council rejects all bids and rebid the project at the current location.

**SUMMARY OF INFORMATION**

On December 9, 2015, bids for Bid No. 2015-17, Beck Lake Parks Maintenance Shop Renovation were opened and publicly read aloud. The City received five bids from the following companies.

1. Big Horn Redi Mix, Inc.	\$466,333
2. Tundra General Contractors, LLC	\$467,060
3. Diamond Point Construction, Inc.	\$474,850
4. Triple A Building Services, Inc.	\$496,800
5. Synergy Construction, LLC	\$555,470

The bid tab is attached for reference. The difference between the two lowest bidders is **\$727**.

1. During the 2014/15 budget process, City Council approved allocating up to \$400,000 for the Parks Shop Renovation project. The temporary relocation cost, construction bid, and project engineering fees are **\$544,784**. The funding originated from WY State Consensus Funding. There is enough balance remaining in the consensus to cover the project.
2. This is an important project for the safety of employees and others that go to the shop for business use. In the advertisement for bid, the following language was included “ The City of Cody reserves the right to reject any or/all bids, to waive any formality, and/or accept the bid deemed in the best interest of the City.”
3. The City advertised for bids and received five qualified bidders. A mandatory pre-bid submittal meeting and site walk-through was completed on November 18, 2015. Big Horn Redi Mix attended the pre-bid meeting and walk-through. The walk-through was for prime/general contractors. Big Horn Redi Mix is not a licensed contractor so the City would be required to be the general contractor. As the contractor, Big Horn Redi Mix will be required to hire licensed sub-contractors to perform each component of the work. KB Nelson Construction, Inc. is a licensed general contractor that could be hired by Big Horn Redi Mix. KB Nelson did not attend the mandatory pre-bid meeting, so they could not submit a bid on their own.

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

4. Since Big Horn Redi Mix is not a licensed contractor, the possible course of action is to have the City of Cody serve as the general contractor. The City would enter into a contract with Big Horn Redi Mix to serve as the construction contractor. Big Horn Redi Mix, the contractor that is completing the dirt work, does not require a contractor's license. As the project contractor, Redi Mix will be required to hire licensed subcontractors for plumbing, electrical, framing, drywall, insulation, and concrete work.
5. Though this is not the typical way the City completes a design, bid, build project, it is a legal method under the City ordinance section 9-3-1.
6. The project scope escalated as the designs and engineering were completed. The original engineer estimate of \$250,000-\$350,000 did not include the building code requirements for plumbing, electrical, HVAC, and construction cost of work space and workstations.

**FISCAL IMPACT**

The City will invest a total of \$544,784 out of WY State Consensus Funds.

**ALTERNATIVES**

1. Reject all bids and rebid the project at the current location.
2. Reject all bids and develop a plan of building a new building.
3. Award the project to the lowest responsive bidder—Big Horn Redi Mix, Inc., Thermopolis WY. The bid amount is \$466,333. Staff also requests that the Council authorize the Mayor to enter into and sign a necessary Contract and forms such as Notice of Award, and Notice to Proceed after all Contract Documents have been completed and approved.
4. Reject all bids and do NOT rebid the project.

**RECOMMENDATION**

City Council discretion.

**ATTACHMENTS**

1. Bid Tabulation Sheet
2. Low Bidder Bid Document
3. Suggested Form of Agreement Between Owner & Contractor for Construction Contract
4. Bid Announcement
5. Project Details
6. Engineer Review
7. Agenda Request, Big Horn Redi Mix

**AGENDA & SUMMARY REPORT TO**

Justin Lundvall, JL Engineering

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

# BECK LAKE PARKS MAINTENANCE SHOP

CODY, WY

Bid No. 2015-17

## Summary

Bidder		Bid TOT Submitted
Big Horn Redi Mix--Thermopolis WY		\$ 466,333.00
Tundra General Contractors, LLC--Cody WY		\$ 467,060.00
Diamond Point Construction Inc.--Buffalo WY		\$ 474,850.00
Triple A Building Services, Inc.--Powell WY		\$ 496,800.00
Synergy Construction, LLC--Lovell WY		\$ 555,470.00

COPY

**BID PROPOSAL**

**BECK LAKE PARKS MAINTENANCE SHOP  
CITY OF CODY  
CODY, WY**

**BID NO: 2015-17, JOB NO: 2015-01**

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

*CITY OF CODY  
CITY HALL  
1338 RUMSEY AVE  
P.O. BOX 2200  
CODY, WY 82414*

This Bid is submitted by: *Big Horn Redi Mix Inc*

**ARTICLE 2 – BIDDER’S ACKNOWLEDGMENTS**

2.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 3 – BIDDER'S REPRESENTATIONS**

3.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 4 – FURTHER REPRESENTATIONS**

4.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u> <i>clarification emails</i>	<u>11-23-15</u>

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

- D. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (existing conditions and facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- E. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

## ARTICLE 5 – BASIS OF BID

### 5.01 Bidder further represents that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

## ARTICLE 6 – TIMES OF COMPLETION

### 6.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

# COPY

**[SUGGESTED FORMAT FOR UNIT PRICE BID]**

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
				\$ _____	\$ _____
				\$ _____	\$ _____
				\$ _____	\$ _____
Total of All Bid Prices					(\$ _____)

**SEE ATTACHED BID SCHEDULE**

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

**7.01** Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with the General Provisions on or before the dates or within the number of calendar days indicated in the Agreement.

**ARTICLE 8 – DEFINED TERMS**

- 8.01** The following documents are attached to and made a condition of this Bid:
- A. Required Bid security in the form of five percent (5%) of the total bid.
  - B. List of Proposed Subcontractors
  - C. List of Proposed Suppliers
  - D. List of Project References
  - E. Required Bidder Qualification Statement with Supporting Data
  - F. Affidavit of Non-Collusion

**ARTICLE 9 – BID SUBMITAL**

**9.01** This Bid submitted by:

If Bidder is:

COPY

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
*(Individual's signature)*

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of general partner -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: Big Horn Redi Mix Inc (SEAL)

State of Incorporation: Wyoming

Type (General Business, Professional, Service, Limited Liability): c

By: Cynthia DeVries  
*(Signature - attach evidence of authority to sign)*

Name (typed or printed): Cynthia S. DeVries

Title: Corporate Secretary  
(CORPORATE SEAL)

Attest Jinda Reed

Date of Authorization to do business in Wyoming is 5 / 1 / 99.

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

**COPY**

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address: PO Box 48, 101 Amoretti  
Thermopolis, WY 82443

Phone No. 307-864-3397 Fax No. 307-864-3609

SUBMITTED on 12-9, 2015.

State Contractor License No. \_\_\_\_\_ (If applicable)

Big Horn Rock Mill  
**COPY**

BECK LAKE PARKS MAINTENANCE SHOP  
 CODY, WY

BID SCHEDULE

SECTION NO.	BID ITEM NO.	DESCRIPTION	UNITS	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL
02050/02075	1	REMOVAL/DISPOSAL OF EXISTING STRUCTURES (CONCRETE)	SF	9000	2.77	24,930.00
02050	2	REMOVAL/DISPOSAL OF EXISTING STRUCTURES (INTERIOR WALLS, ETC.)	LS	1	14,000.00	14,000.00
02210	3	EXCAVATION (UNCLASSIFIED), DEPTH: 0'-4'	CY	1160	18.00	20,880.00
02210	4	EXCAVATION (UNCLASSIFIED), DEPTH: 4'-6' (SEE NOTE 3)	CY	150	19.80	2,970.00
02210	5	EMBANKMENT- COMPACTED FILL, DEPTH: 6" (+/-) 4'	CY	1020	35.00	35,700.00
02210	7	EMBANKMENT- COMPACTED FILL, DEPTH: 4'-6' (SEE NOTE 3)	CY	290	36.00	10,440.00
02210	8	EMBANKMENT - CRUSHED BASE, DEPTH: 0-6"	CY	150	33.00	4,950.00
02520/03304	9	CONCRETE (SEE NOTE 4)	LS	175 CY	378.60	66,255.00
02895	10	GEOTEXTILE FABRIC	SY	870	10.74	9,343.80
03200	11	REINFORCING STEEL - No. 4's (REQUIRED) (SEE NOTE 5)	LS	210 LBS	1	113.40
03200	12	REINFORCING STEEL - No. 5's (REQUIRED) (SEE NOTE 5)	LS	140 LBS	1	168.00
03200	13A	REINFORCING STEEL - No. 4's (OPTIONAL) (SEE NOTE 5)	LS	9560 LBS	1	16,162.40
03200	13B	REINFORCING STEEL - No. 5's (OPTIONAL) (SEE NOTE 5)	LS	12530 LBS	—	—
03200	14	REINFORCING STEEL EPOXY COATED - No. 4's (REQUIRED) (SEE NOTE 5)	LS	200 LBS	1	304.80
03200	15A	REINFORCING STEEL EPOXY COATED No. 4's (OPTIONAL) (SEE NOTE 5)	LS	900 LBS	1	23,716.00
03200	15B	REINFORCING STEEL EPOXY COATED No. 5's (OPTIONAL) (SEE NOTE 5)	LS	1270 LBS	—	—
-	16	INTERIOR FRAME & FINISH WORK (WALLS, WORKSTATIONS, ETC.)	LS	1	—	149,000.00
-	17	UTILITY CONNECTIONS (PLUMBING - WATER & SEWER)	LS	1	—	48,688.00
-	18	HVAC RENOVATIONS	LS	1	—	20,000.00
-	19	ELECTRICAL MODIFICATIONS	LS	1	—	50,056.00

TOTAL = \$460,333.00

PROPOSED START DATE: Jan. 15, 2016

PROPOSED FINISH DATE: April 15, 2016

- Notes:
- 1) Section Nos. are based on 2000 WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS.
  - 2) The Bid Items Removal of Existing Structures, the Contractor shall be responsible for Landfill/Disposal Fees where applicable.
  - 3) This item may not be used in its entirety or potentially exceed the estimated amount depending on observed excavations.
  - 4) Concrete payment is based on CY for a 6" slab, drainage trench, and interior footings.
  - 5) The reconstructed slab has the option of No. 4's or No. 5's. Bids should be placed on one "optional" steel choice, either No. 4's or No. 5's for both Non-Coated and Epoxy Coated. There are "Required" No. 4's and No. 5's as listed.

# Document A310™ – 2010

# COPY

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Big Horn Redi-Mix, Inc.  
P.O. Box 48  
Thermopolis, WY 82443

### SURETY:

(Name, legal status and principal place of business)

Westchester Fire Insurance Company  
436 Walnut Street, P.O. Box 1000  
Philadelphia, PA 19106  
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

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

**BOND AMOUNT:** \$ 5% Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

City of Cody Beck Lake Parks Maintenance Shop

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of December, 2015.

Gonda Reed  
(Witness)

Shawnee Comer  
(Witness)

Big Horn Redi-Mix, Inc.

(Principal) \_\_\_\_\_ (Seal)

By: Cynthia A. DeVries  
(Title) Corporate Secretary

Westchester Fire Insurance Company

(Surety) \_\_\_\_\_ (Seal)

By: James Patrick Allen  
(Title) James Patrick Allen, Attorney-in-Fact



Power of Attorney

Surety Fund No. 31 Bond

COPY

Westchester Fire Insurance Company

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint James Patrick Allen all of the City of ( Casper ), ( WY ), each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding FIVE MILLION DOLLARS (\$5,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 1st day of January, 2011.

WESTCHESTER FIRE INSURANCE COMPANY



Signature of Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 1st day of January AD. 2011 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires September 26, 2014

Signature of Karen E. Brandt, Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 9th day of December 2015.



Signature of William L. Kelly, Assistant Secretary

**COPY**



# STATE OF WYOMING CERTIFICATE OF RESIDENCY STATUS

NO. 0590

**THIS CERTIFIES THAT:** BIG CO. INC., dba BIG HORN RED MIX, INC.

HAS BEEN GRANTED RESIDENCY STATUS PURSUANT TO WYOMING STATUTE 16-6-101, AS AMENDED. FIVE PERCENT PREFERENCE SHALL BE ALLOWED WHEN BIDDING ON ANY PUBLIC WORKS CONTRACT FOR A PERIOD OF ONE (1) YEAR FROM THE DATE CERTIFICATION IS GRANTED.

GRANTED THIS 2nd DAY OF September TWO THOUSAND AND 15

  
CHERIE DOAK, DEPUTY ADMINISTRATOR

EXPIRATION DATE: 9/1/16

RESUBMIT THIS DOCUMENT FOR RENEWAL PRIOR TO EXPIRATION DATE TO:  
LABOR STANDARDS, 1510 E. PERSHING, WEST WING, ROOM 150, CHEYENNE, WY 82002.

**EJCDC  
SUGGESTED FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR FOR  
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Cody

(Owner) and \_\_\_\_\_

(Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

**ARTICLE 1 - WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The work will include demolition and removal of approximately 9,000 square feet of existing concrete floors, interior framed walls, and the sub-excavation of existing soil materials. New construction will include replacement of excavated soils with engineered fill, new reinforced concrete floors, interior framed finish work, replacement/modification to current HVAC, electrical, and plumbing systems.

**ARTICLE 2 - THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Beck Lake Parks Maintenance Shop, City Bid No. 2015-17, Project No. 2015-01

**ARTICLE 3 - ENGINEER**

3.01 The Project has been designed by **JL Engineering, LLC** (Engineer), **Mountain States Consulting, Power Techniques Electrical Design & Consulting, Bill Brown HVAC Design and Consulting, and Geoscience, PLLP** who (**JL Engineering, LLC**) is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within **65 working** days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for preparation of final payment in accordance with Paragraph 14.07 of the General Conditions within **75 working** days after the date when the Contract Times commence to run – dates to be determined whichever shall come first.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **\$500** for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **\$250** for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01.A below:

A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.A:

UNIT PRICE WORK

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Estimated</u>
-----------------	--------------------	-------------	-------------------------------	-------------------	------------------

TOTAL OF ALL ESTIMATED PRICES \_\_\_\_\_ \$ \_\_\_\_\_  
(words) (numerals)

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

## ARTICLE 6 - PAYMENT PROCEDURES

### 6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the **25 th** day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

- a. **90 %** of Work completed (with the balance being retainage).
- b. **100 %** of cost of materials and equipment not incorporated in the Work.

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **90 %** of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less **100 %** of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

### 6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

## ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 8% per annum.

## ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the

General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages V-1 to V-6, inclusive).
2. Other bonds:
  - a. Performance Bond (pages VII-1 thru VII-2, inclusive).
  - b. Payment Bond (pages VIII-1 thru VIII-2, inclusive).
3. General Conditions (pages XIV-1 to XIV-42, inclusive).
4. Supplementary Conditions (pages XV-1 to XV-13, inclusive).
5. Specifications as listed in the table of contents of the Project Manual.

6. Drawings consisting of Architectural, Structural, Fire Protection, Mechanical, Plumbing, and Electrical
  7. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid.
    - b. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  8. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed (pages IX-1, inclusive).
    - b. Work Change Directives.
    - c. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## ARTICLE 10 - MISCELLANEOUS

### 10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### 10.05 Other Provisions

Contractor may deposit securities in lieu of retainage in accordance with Wyoming State Law.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on \_\_\_\_\_, 2015-2016 (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

CITY OF CODY

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

P.O. Box 2200

Cody, WY 82414

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

License No.: \_\_\_\_\_  
(Where applicable)

Agent for service or process: \_\_\_\_\_

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Designated Representative:

Name: Mr. Rick Manchester

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

Title: Cody Parks, Recreation, & Public Facilities Director

Title: \_\_\_\_\_

Address: P.O. Box 2200

Address: \_\_\_\_\_

Cody, WY 82414

Phone: (307)527-3484 Fax: (307)587-2565

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**City of Cody**  
**INVITATION TO BID**  
**Beck Lake Parks Maintenance Shop**  
**Bid No. 2015-17**

The City of Cody will receive sealed bids until 3:00 P.M. local time on Wednesday, December 9, 2015 at City Hall, 1338 Rumsey Ave., P.O. Box 2200, Cody, WY, at which time they will be publicly opened and read aloud for the Beck Lake Parks Maintenance Shop project. The work will include demolition and removal of approximately 9,000 square feet of existing concrete floors, interior framed walls, and the sub-excavation of existing soil materials. New construction will include replacement of excavated soils with engineered fill, new reinforced concrete floors, interior framed finish work, replacement/modification to current HVAC, electrical, and plumbing systems.

Mail or deliver sealed bids to City of Cody, Attn: Rick Manchester, Bid No. 2015-17, P.O. Box 2200, Cody, WY 82414. City of Cody takes no responsibility for delivery of bids through mail. Faxed bids will not be accepted. All Bids should be clearly labeled "Beck Lake Parks Maintenance Shop". Bidding documents are available by contacting Justin Lundvall at JL Engineering, 1320 Stampede Avenue, P.O. Box 3125, Cody, WY 82414 or by calling 307-272-4399. Paper copies will be available for a non-refundable fee of \$70, electronic copies will also be available at no-charge. Additionally, a set of non-removable documents may be viewed at the Paul Stock Aquatic and Recreation Center located at 1402 Heart Mountain Street, Cody, WY. No bid may be considered unless accompanied by a bid guarantee of 5% of total bid amount, which shall be forfeited if the bidder is awarded the Contract and fails to enter into a Contract with the Owners.

The Bidder further understands that the City of Cody shall determine in its sole discretion the most responsible Bidder, and the City may reject any and all bids or make substitution, waive defects it deems unsubstantial in any bid, and that if an award is made, the City will award the bid in the best interest of the City of Cody. Award of bid is subject to City Council budget appropriation for this purchase. The City of Cody reserves the right to reject any or/all bids, to waive any formality, and/or accept the bid deemed in the best interest of the City.

A mandatory pre-bid submittal meeting and site walk-through will be held at the Beck Lake Maintenance Shop, 2401 14th Street, Cody, WY 82414 local time on Wednesday, November 18, 2015 at 10:00 A.M.

Dated this 28<sup>th</sup> day of October, 2015.

Cynthia Baker  
Administrative Services Officer

Publish:  
Tuesday, November 3, 2015  
Tuesday, November 10, 2015



Nancy Tia Brown  
**MAYOR**

Donny Anderson  
Karen Ballinger  
Jerry Fritz  
Landon Greer  
Steve Miller  
Stan Wolz  
**COUNCIL MEMBERS**

C. Edward Webster II  
**MUNICIPAL JUDGE**

Barry A. Cook  
**CITY ADMINISTRATOR**

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

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

February 12, 2015

**RE: Request for Qualifications and Proposal for Renovation of  
City of Cody Beck Lake Parks Maintenance Shop**

Thank you for your interest to submit qualifications, and a proposal for design services for the Beck Lake Parks Shop. The basic scope of work is to complete design services through construction administration of the Parks Shop.

**Project Summary**

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, employee areas, public and staff restrooms. The project includes professional services to complete designs, bid, build, construction observation, and project close-out.

The design team requires consulting for structural engineering, soils testing, mechanical, architecture, and utilities. Specialty consultants must be listed and be part of the team.

**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. It is anticipated that 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.

2/5/2015

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

## Statement of Qualifications

Please provide the following information in your statement of qualifications.

1. Firm name, address, telephone number, email, and contact person. Up to one page statement of interest and qualifications for this project. A brief (max 2-pages) project understanding description. Include any concerns regarding permits, schedule, site, etc.
2. Provide statement of abilities and expertise to provide the required professional services and qualifications related to this project.
3. Key personnel proposed as team members. Clearly identify the sub consultants used on this team.
4. Description of related projects completed by consulting team.
5. Any ideas for completing this project with creative and cost efficient implementation are welcome in proposals.
6. Include in your proposal packet, and in a separate sealed envelope, provide a cost breakdown for the proposed services. Use the form provided at the end of this RFP (Page 6.)

## Pre-Submittal Meeting

A mandatory pre-submittal meeting will be held at the Parks Shop, Beck Lake Parks Shop at 2401 14th St, Cody, Wyoming, on **Thursday, February 26, 2015 at 10:00 AM**. Representation from your team is required if you wish to be considered for this project.

**Design Phase--** Respond to each phase in your proposal.

1. **Phase One—Design Services.** Describe your experience completing structural design services for repairing or replacing concrete floor and walls.

Minimum required design services.

- a. Field visit and document existing conditions as related to the scope of work.
- b. Conduct up to two meetings with owner during design stage and possibly make one formal presentation to the Cody City Council.
- c. Prepare final construction documents. The plans and specifications must include language in the documents to ensure that all construction and testing requirements are clearly identified as well as any state requirements.
- d. Produce project manual and specifications.
- e. Hold progress meeting with owner every two weeks. Generate incremental progress sets of construction documents that will allow the following owner reviews.

2. **Phase Two—Bidding Services.** Describe your experience working with City of Cody projects and bidding procedures.

Required for bidding services.

- a. Prepare advertisement for bidding (Ad cost paid by owner).
- b. Distribution of plans.
- c. Conduct pre-bid meeting and mandatory pre-construction walk-through.

2/5/2015

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

- d. Produce addenda and respond to requests for information (RFI) as necessary.
  - e. Bid opening to be conducted by consultant.
  - f. Confirm bid bond requirements.
  - g. Costs for final plans and specifications are reimbursable expenses.
  - h. Prepare construction contract using City format and meeting City requirements.
3. **Phase Three—Construction Administration Services.** Provide sample agenda information for a preconstruction meeting. Describe the role of the project owner during construction administration.

Required Construction Administration

- a. Conduct pre-construction meeting.
  - b. Perform contractor pay application reviews and approvals.
  - c. Answer questions during construction and provide clarifications.
  - d. Submittal and shop drawing reviews.
  - e. Regular site visits and meeting with owner and contractor bi-monthly (2 times per month) observation reports.
4. **Phase Four—Project Closeout.** Describe your experience completing project closeouts in the City of Cody and Wyoming.

Required Project Closeout Items

- a. Review contractor provided operation and maintenance manuals.
  - b. Review contractor provided warranties.
  - c. Perform final punch list inspection for the project.
  - d. Prepare notice of substantial completion.
  - e. Prepare and submit final 41-day advertisement “Notice of Final Payment.”
  - f. Create hard copy drawings and AutoCAD files of as-built drawing mark-ups provided by contractor that may be reproduced.
  - g. Perform an 11-month walk-through of the project.
5. **Other Requirements—**Describe options to complete this project under budget and on-time.
- a. Pricing that is good for at least 60 days.
  - b. Professional liability insurance; general liability \$2,000,000 naming the City of Cody as additionally insured. Professional liability insurance covering errors and omissions in amount not less than \$1,000,000.
  - c. Any additional information that you feel would be beneficial to our project.

All RFQ/RFPs must be received by **Thursday, March 5, 2015 at 4:00 PM** please submit one copy and digital format (PDF) to the attention:

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

Faxed or emailed submittals will be considered to meet deadline, but require a hard copy to be considered. Call for fax or email information.

The decision will be based on the following criteria listed in order of importance.

1. Qualifications and experience for this project.
2. Proposed timeline for design and development projected completion. Estimated time to complete construction.
3. Cost of consulting services.

Firms will be notified by telephone and receive information, dates, and times **IF** interviews are a necessary tiebreaker. The City of Cody reserves the right to reject any or/all proposals, to waive any formality, and/or accept the proposal deemed most advantageous to the City. This is a qualification based process, and the City is not bound by the lowest bid. If you have any questions regarding the RFQ/RFP, please contact Rick Manchester, by calling (307) 527-3484 or email to [Rickm@cityofcody.com](mailto:Rickm@cityofcody.com).

Sincerely,



Rick Manchester, Director  
Parks, Recreation, and Public Facilities

2/5/2015

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

**Include top half of this completed form with proposal.**

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City State ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Web: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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		

2/5/2015

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

## 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		
Phase 2	Bidding Services		
Phase 3	Construction Administration Services		
Phase 4	Project Close-Out		
Reimbursable Items	Printing, travel, etc.		
Other terms			
		Total Not to Exceed Amount	

2/5/2015

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



## Memo

**To:** Rick Manchester  
**From:** Justin Lundvall, PE  
**Date:** December 22, 2015  
**Re:** BECK LAKE PARKS MAINTENANCE SHOP, BID TABULATION OBSERVATIONS

After comparing the two lowest bids and if necessary adjusting for discrepancies in the sum of the bid value column and the correct sum the two lowest bids were submitted by Big Horn Redi-Mix (BHRM) and Tundra General Contractors (Tundra). BHRM had a submitted bid of \$466,333 while Tundra's after adjustments was \$467,051.45 for a difference of \$718.45.

Copies of the submitted bids were reviewed in an effort to further understand the potential "over budgeted" values that were submitted. A couple of Bid Items that stuck out as larger costs than anticipated included Bid Items 17-19, which are:

- 17) UTILITY CONNECTIONS (PLUMBING – WATER & SEWER)
- 18) HVAC RENOVATIONS
- 19) ELECTRICAL MODIFICATIONS

These items were looked at in particular because the HVAC and ELECTRICAL MODIFICATIONS were not part of the original scope of the project but do to desired changes and new building code requirements, these items were added to the project. UTILITY CONNECTIONS (PLUMBING – WATER & SEWER) was also included, as one submitted bid did not separate out HVAC and "Plumbing" services. An overall average bid value for the 5 submitted bids for these combined services was \$140,800.20. In the estimated budget number approximately \$36,500 was allocated for parts of these services with \$11,500 being used for an HVAC number. The difference is \$104,300.20 for these items alone. The average of these items for just the two lowest bidders was \$125,189.00, which is still \$88,689 more than estimated.

An additional bid item that may potentially have some additional extra costs and may have been used as a "catch all" on items not bid separately was Item No. 16 – INTERIOR FRAME & FINISH WORK (WALLS, WORKSTATIONS, ETC.). This could include new interior and exterior walk-thru doors, restroom partitions, new work stations, counter/cabinet facilities for the break room, roof joists and finishes. This item was the largest single bid item with an overall average value of \$150,106.20. The average of the two low bidders was \$145,479. Without a total breakdown of all the items that were included in this it is difficult to determine added costs.

Additional information was requested via email (12/17/2015) from BHRM including the following:

- 1) Project References/Qualifications and References for BHRM as a Contractor
- 2) List of Proposed Subcontractors and Suppliers
- 3) Would BHRM be providing the Insurance as required or was that proposed to be through a sub-contractor (i.e. KB Nelson)

- 4) Who is proposed to be the Superintendent for the Project? Depending on who, is this also through BHRM? (Article 6.01 of General Conditions)
- 5) Would be BHRM be adverse to the City of Cody acting as the General Contractor for this Project?
- 6) Has BHRM applied to obtain a Contractor's License through the City and if so at what class right now? If not is BHRM intending to do so?

Some of the information was provided in a phone call with Mr. Tony Martoglio on December 21, 2015. The answers were as follows:

- 1) Were included/submitted with Contractor's License Application
- 2) Acker Electric, Rawhide Mechanical, Mike Preator/Rick Barrus (Concrete) and K.B. Nelson
- 3) They (BHRM) would provide the necessary insurance
- 4) Probably Kim Nelson (K.B. Construction) (at one point Carl also of BHRM had thought it would be himself but the latest from Tony was Kim)
- 5) They would be OK with the City acting as the GC.
- 6) I took it as they have applied for a license (General?) and possibly a Class C license as well.

At this time that was the only entity the information was requested from, it might be advisable to collect the same information from Tundra if a comparison is warranted between the two low bidders.

### City of Cody Agenda Request Form

COPY

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 Raymond DeVries Sr.

Organization Represented Big Horn Bedi Mix Inc.

Date you wish to appear before the Council January 5, 2016

Mailing Address PO Box 48, Thermopolis, WY Telephone 307-864-3397

E-Mail Address bhrmlinda@rtconnect.net

Preferred form of contact: Telephone 307-587-4691 E-Mail bhrmlinda@rtconnect.net

Names of all individuals who will speak on this topic Raymond DeVries Sr., Carl Olson and/or Daniel DeVries and/or Cynthia DeVries KB Nelson Constuction and Bobbi Overfield

Event Title (if applicable) Beck Lake Maintenance Shop & Chip quote

Date(s) of Event (if applicable) \_\_\_\_\_

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) bid proposal

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

Signature Raymond W. DeVries Date 12-17-15

MEETING DATE: JANUARY 5, 2016  
DEPARTMENT: COMMUNITY DEVELOPMENT  
PREPARED BY: TODD STOWELL, AICP  
CITY ADM. APPROVAL: \_\_\_\_\_  
PRESENTED BY: TODD STOWELL

## **AGENDA ITEM SUMMARY REPORT**

### **ENCROACHMENT LICENSE WITH STEAMSIDE INVESTMENTS, L.L.C. FOR IMPROVEMENTS WITHIN THE STAMPEDE AVENUE PUBLIC RIGHT OF WAY**

**ACTION:**

Streamside Investments, L.L.C., as owner of the property at 1508 Stampede Avenue, requests that the City issue an Encroachment License to permit construction of a new stairway and overhead trellis within the Stampede Avenue public right-of-way.

**SUMMARY:**

Streamside Investments, L.L.C., as the owner of 1508 Stampede Avenue (former GDA location), is planning to remodel the building. The remodel includes an exterior ‘facelift’, including removal of the existing concrete stairway and replacement with a removable stairway and overhead trellis. A copy of the plans is attached.

The property line is just a few inches in front of the building, causing the proposed stairway and trellis to be within the Stampede Avenue right-of-way. The proposed stairs would be about four feet behind the city sidewalk, and the trellis about three feet behind the city sidewalk. There are no active city utilities immediately under or near the proposed improvements and Public Works does not anticipate installing any utilities in the area of the encroachment, yet the removable nature of the improvements is appreciated. It is not yet known if there are any franchise utilities in the area—if there are they will need to be protected.



The existing steps encroach in the right of way and were permitted and installed in conjunction with an addition to the front of the building in 1997 (no record of an encroachment license appears to exist). The new steps are larger, but also removable.

The Encroachment License process is used to assure that maintenance and liability issues are covered, and that reasonable compensation is made for private use of the public right-of-way. The Council will need to determine an appropriate compensation amount. In instances where use of the right-of-way is clearly for commercial purposes, such as the outdoor dining area at Millstone Pizza, the city has charged a standard lease rate for use of the right-of-way. If that is the desired method here, the 116 square feet of encroachment for the steps, with a market value of \$11.44 per square foot of land and a 5% lease rate results in a lease amount of \$66 per year. Awnings (and presumably an overhead lattice) are regularly permitted in city street right-of-way without charge. Therefore, only the area of the stairway encroachment was used in the calculation.

The council may view this encroachment somewhat differently, in that it is really an alteration of an existing encroachment, and much less of an impact due to the removable nature of the steps and trellis. If so, they may want to specify a reduced amount.

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

**FISCAL IMPACT**

No direct costs, other than billing for a yearly fee. Income to the city by approving the encroachment license could range from zero to \$66 per year.

**ALTERNATIVES**

Authorize or don't authorize the Mayor to sign an Encroachment License for Streamside Investments, L.L.C. to construct an outdoor stairway, trellis, and associated improvements within the portion of the Stampede Avenue public right-of-way as requested.

**RECOMMENDATION**

Authorize the Mayor to sign an Agreement for Encroachment License with Streamside Investments, L.L.C. for the proposed improvements, subject to final approval of the license language by the city attorney, and payment of an annual fee in the amount of \$\_\_\_\_\_.

**ATTACHMENTS**

Draft Agreement for Encroachment License  
Site Plan

**AGENDA & SUMMARY REPORT TO:**

Nielson & Associates c/o Kane Morris

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

# NIELSON & ASSOCIATES, INC. HEADQUARTERS

CODY, WYOMING

**PROJECT ADDRESS:**  
 1508 STAMPEDE AVE,  
 CODY, WYOMING 82414

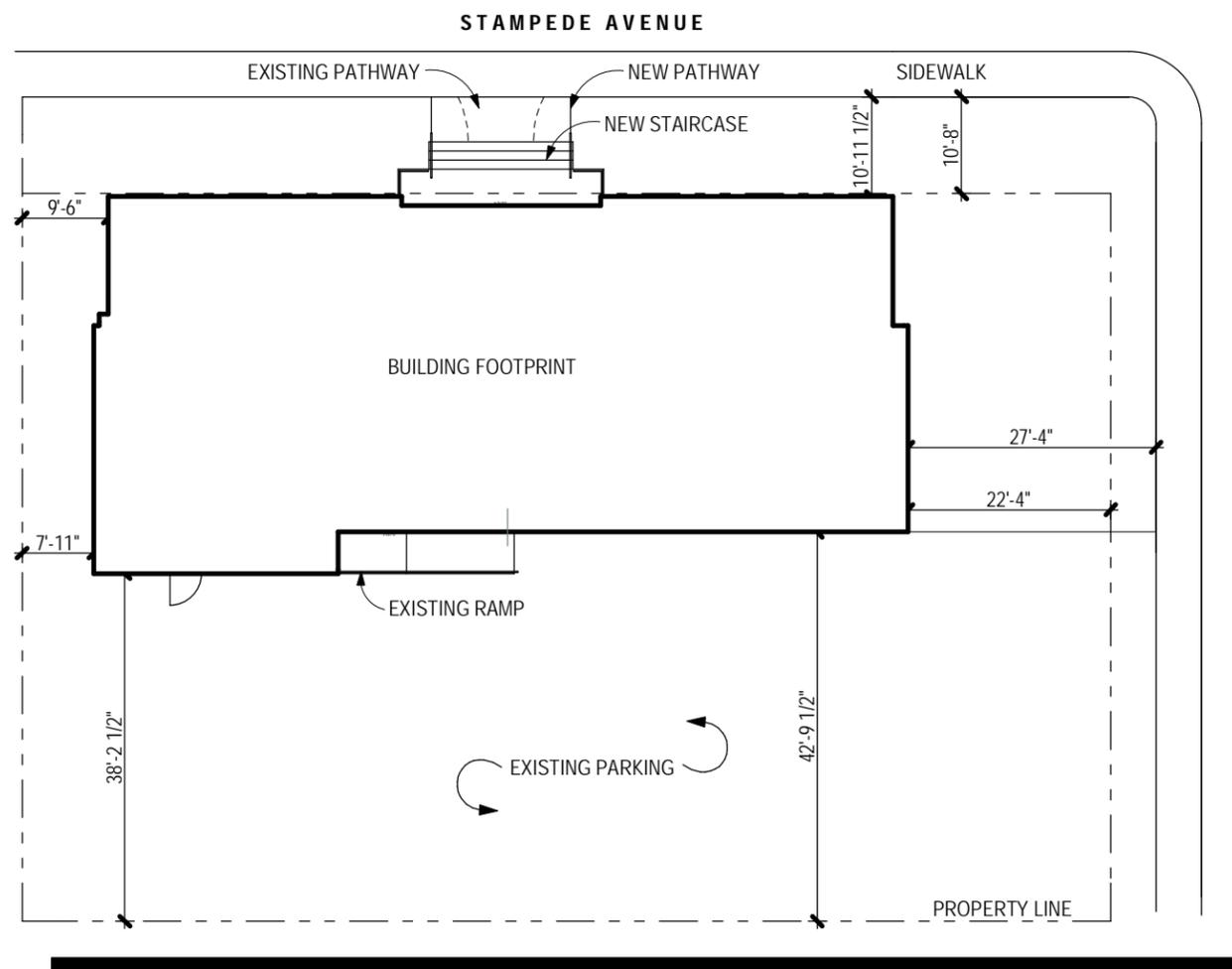
**ARCHITECT:**  
 POINT ARCHITECTS  
 209 E 35TH ST  
 Garden City, ID 83714  
 p. 208-284-2999  
 inquiries@pointarchitects.com

1203 SHERIDAN AVE.  
 P.O. BOX 1001  
 Cody, WY 82414  
 p. 307-272-4006  
 www.pointarchitects.com

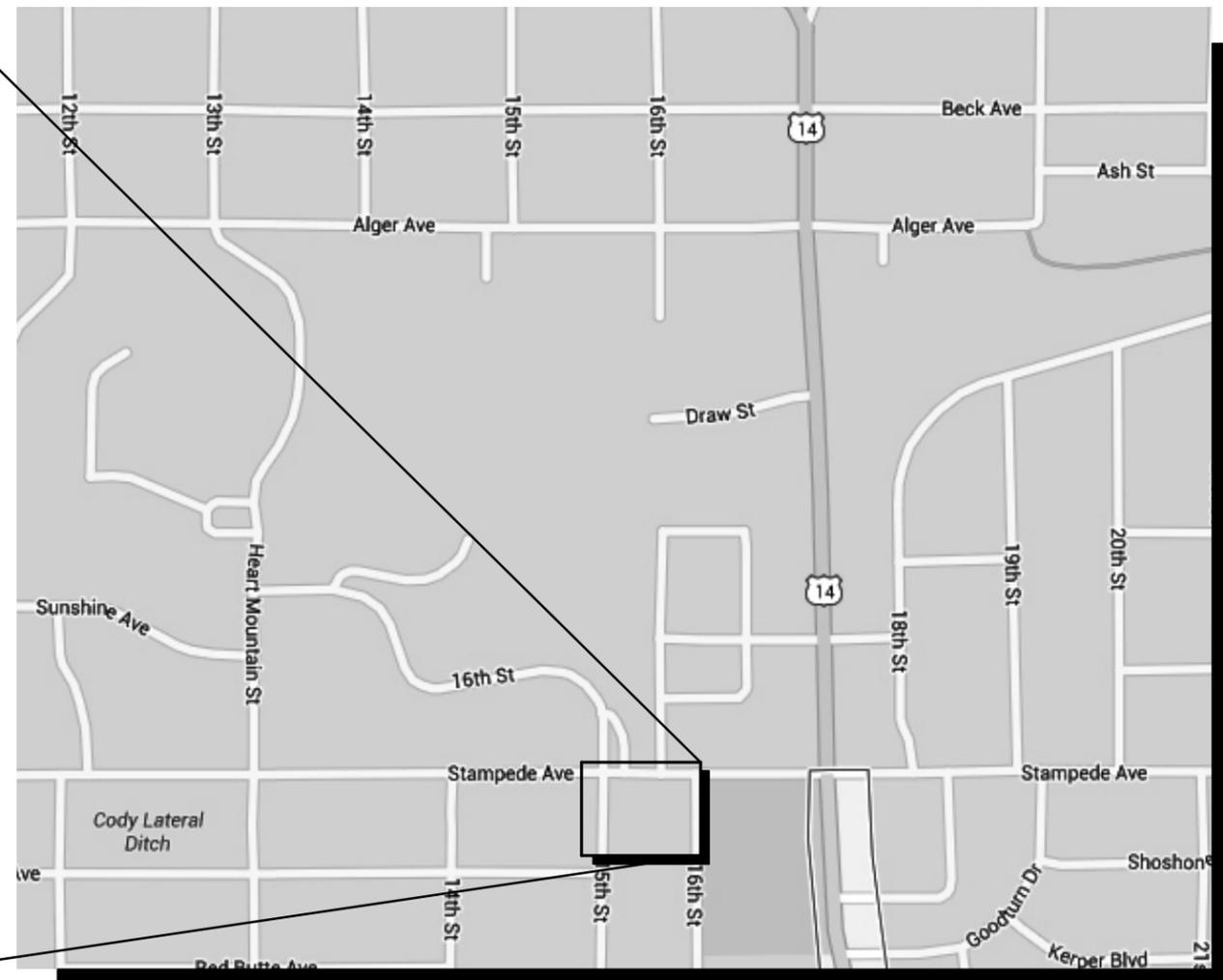
**SHEET INDEX:**

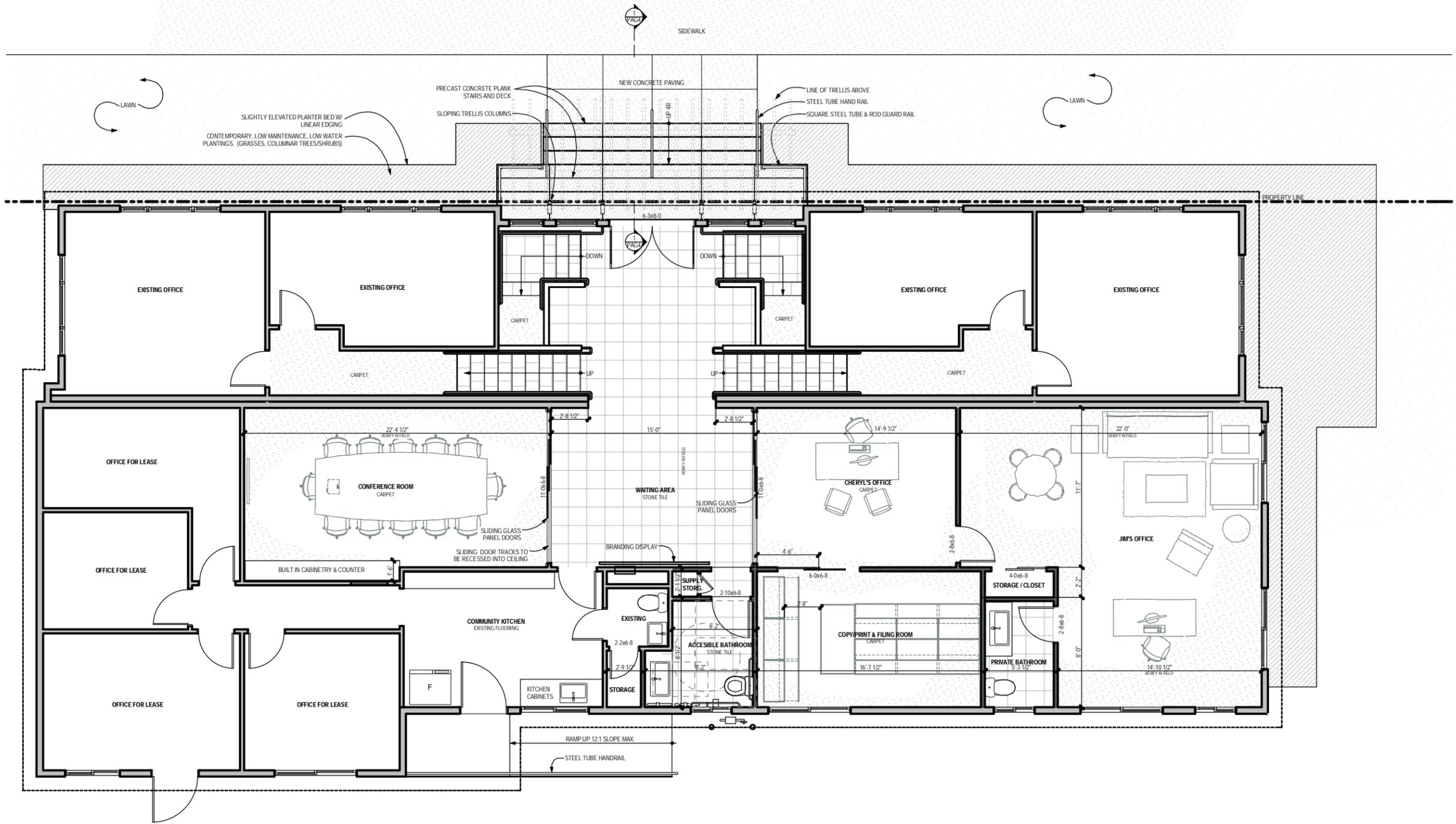
<b>P1</b>	COVER
<b>P2</b>	MAIN FLOOR PLAN
<b>P3</b>	FRONT ELEVATION
<b>P4</b>	SECTION
<b>P5</b>	LIGHTING FIXTURE
<b>P6</b>	LIGHTING FIXTURE
<b>P7</b>	LIGHTING FIXTURE

**SITE PLAN 1" = 20'**



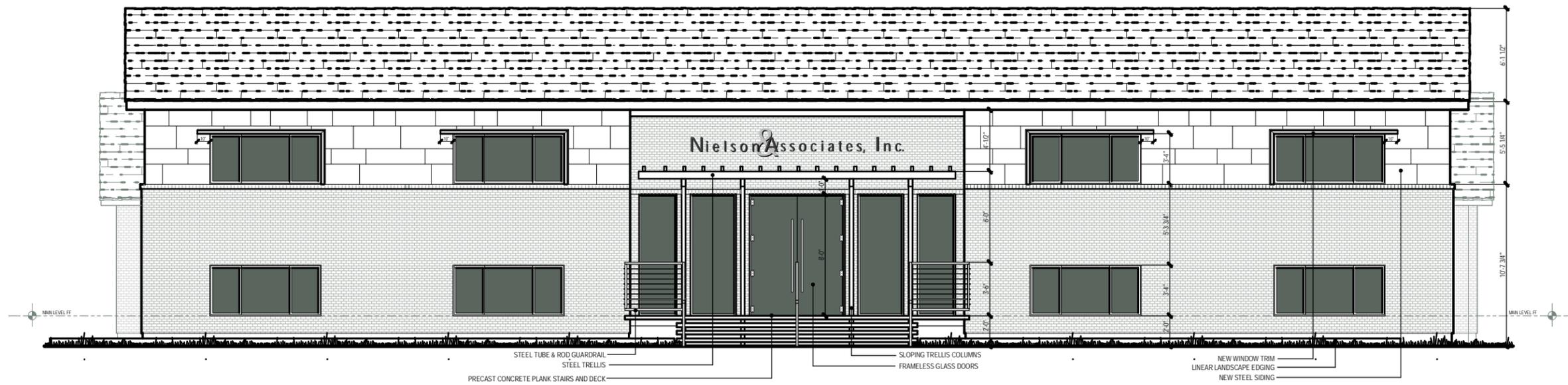
**REGIONAL MAP**





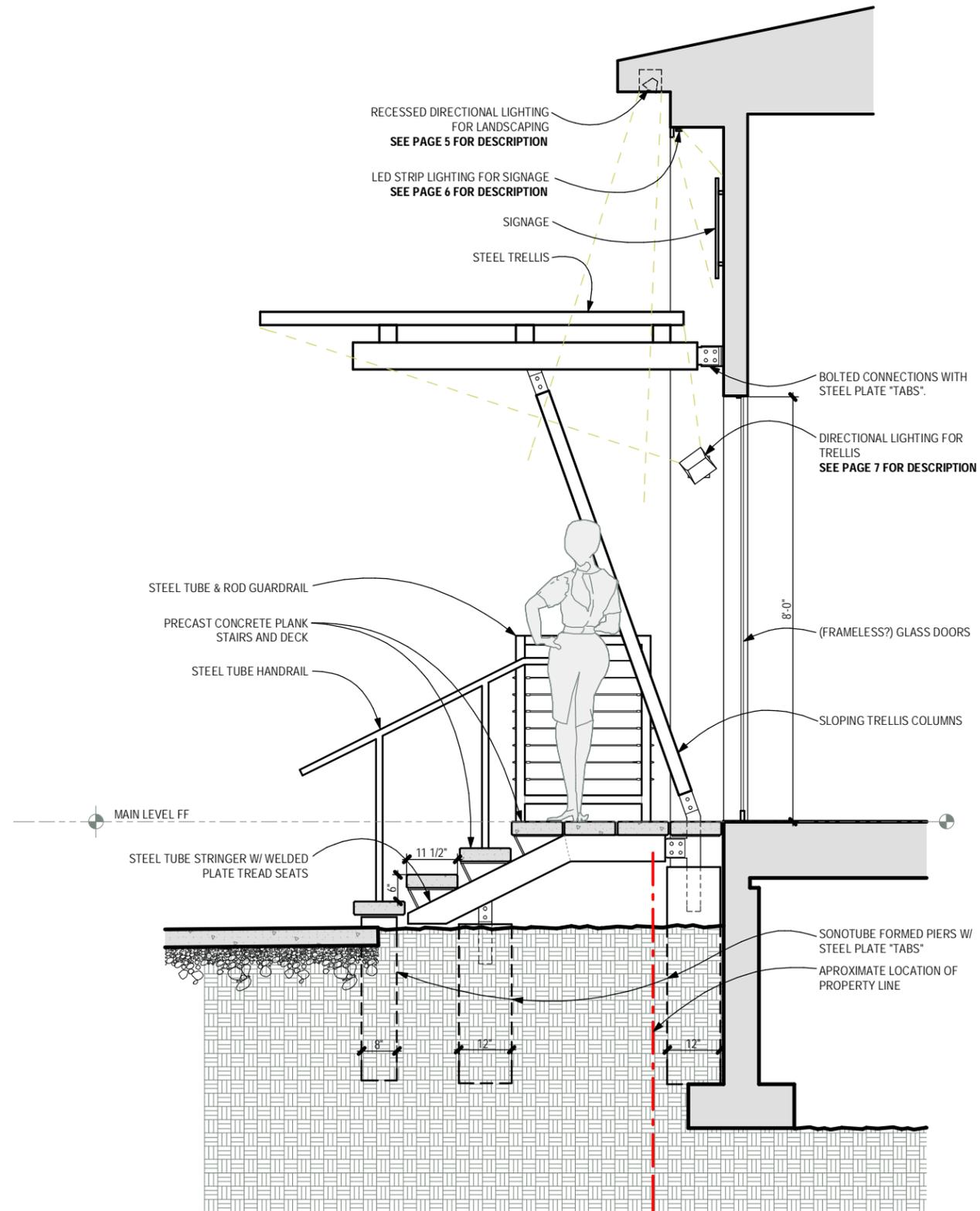
**MAIN FLOOR PLAN**

1/8"=1'-0"



**FRONT ELEVATION**

1/8"=1'-0"



**ENTRY SECTION**

3/8"=1'-0"

**AGREEMENT**  
**FOR ENCROACHMENT LICENSE**

The parties to this agreement are the City of Cody, Wyoming (hereinafter CITY), a municipal corporation in Park County, Wyoming, and Streamside Investments, LLC (hereinafter STREAMSIDE). This Agreement for Encroachment License is made and entered into as of the date last signed by the parties to this agreement.

WITNESSETH:

WHEREAS, STREAMSIDE desires to replace the existing staircase to their building located at 1508 Stampede Avenue, Cody, WY with a new larger staircase and add decking, railing, landscaping, and an overhead metal trellis;

WHEREAS, the location of the proposed improvements encroaches into the Stampede Avenue right-of-way, as depicted in Exhibit A;

WHEREAS, the staircase is proposed to be constructed in a manner that it can be removed, if needed;

WHEREAS, the existing configuration and elevation of the building makes it necessary to have exterior steps to the building, as evidenced by the floor plan and the existing staircase in the Stampede Avenue right-of-way;

WHEREAS, with the recent storm water improvements to Stampede Avenue and 16<sup>th</sup> Street, there are no longer any city utilities in this particular section of right-of-way;

WHEREAS, the CITY recognizes the historical use of the right-of-way for public access to the building, and the need to continue such activity, while also adding architectural enhancements to improve the appearance and functionality of the building; and, the CITY is therefore willing to grant a revocable license to STREAMSIDE for the placement of the staircase and other improvements depicted in Exhibit A;

NOW, THEREFORE, in consideration of the mutual covenant and promises described herein, the parties agree as follows:

1. CITY hereby grants a revocable license to STREAMSIDE to encroach on that portion of the Stampede Avenue CITY right of way for the installation of a removable staircase, deck, trellis, and landscaping as depicted on the attached Exhibit A.

2. STREAMSIDE shall pay to the City the sum of \$66.00 per year. The fee is for the use of public right-of-way for the aforementioned improvements. Such fee shall be paid to the City on or before February 1, 2016.
3. The term of this agreement shall be February 1 through January 31. This license shall be renewable for successive one-year periods. Neither party needs to take any action to renew this agreement for another year. In the event a party wishes to not renew this agreement, that party shall notify the other party in writing at least thirty (30) days prior to the expiration of the then-current term. Payment from STREAMSIDE to the City for each year shall be due on or before February 1.
4. Notwithstanding the term outlined above, the license for encroachment is given as a matter of convenience and the same may be revoked by the CITY at any time for any reason whatsoever, upon sixty days written notice given by the CITY. Upon the expiration of the sixty days written notice, STREAMSIDE shall have an additional 30 days to remove the staircase, trellis, and all associated structures from the public right of way to the satisfaction of the CITY, at the sole cost and expense of STREAMSIDE.
5. In the event that the CITY is required to install, repair, modify, replace, upgrade, add to or otherwise access utilities near or beneath STREAMSIDE'S said staircase and trellis, CITY shall not be responsible for replacement of STREAMSIDE's staircase and trellis. STREAMSIDE shall be solely responsible for all such replacements, including all costs and expenses associated with replacing such facility, and STREAMSIDE accepts the risk associated with putting the facility on the public right of way.
6. STREAMSIDE assumes all liability for itself, its lessees, agents, representatives, employees, guests, invitees, and for the general public's presence and activities arising out of this agreement, and shall indemnify and hold harmless CITY, its agents, representatives, employees, officers, council members and agents from any and all claims, actions, lawsuits, disputes and controversies regarding STREAMSIDE'S use of the public right of way pursuant to this agreement. This indemnification shall include but not be limited to claims and actions for personal injury, property damage, economic loss, death and all other liabilities and losses arising in any way under this agreement or arising from the use of the public right of way by STREAMSIDE, its lessees, agents, representatives, employees or

officers. This indemnification shall include reasonable attorney's fees incurred by CITY in defense of any action brought by any party against CITY arising out of this agreement or STREAMSIDE'S use of the public right of way.

7. By entering into this agreement, CITY does not waive its sovereign immunity or governmental immunity, or any of the immunities, defenses or limitations available to it under the Wyoming Constitution and Wyoming law.
8. This agreement contains the entire understanding of the parties and there are no other promises, covenants or understanding beyond the scope of this written agreement. This agreement can only be amended in writing, approved and signed by both parties.

CITY OF CODY, WYOMING:

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

Nancy Tia Brown, Mayor

Attest: \_\_\_\_\_

Cynthia D. Baker

Administrative Services Officer

Streamside Investments, LLC:

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

(Representative Name)

(Position)

**ORDINANCE NO. 2015 -16**

**AN ORDINANCE AMENDING TITLE 4, CHAPTER 3 OF THE  
CITY OF CODY CODE: NUISANCE ABATEMENT**

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

Title 4, Chapter 3, Sections 1 through 12 of the City of Cody Code shall be amended as follows:

Section 1: Violation prohibited.

**Section 4-3-1: VIOLATION PROHIBITED**

It is unlawful for any person, property owner or occupant to maintain or permit the existence of any nuisance, as defined herein, on any property within the city. Any person in violation of this section shall, in addition to any penalty that may be imposed for the violation of this code, be subject to the provisions of this chapter and be required to reimburse the City for expenses incurred in the abatement of the nuisance.

**Section 4-3-2: NUISANCE CONDITIONS DEFINED**

Each of the following conditions described shall constitute a public nuisance. The various nuisances described and enumerated in this section shall not be deemed to be exclusive, but shall be in addition to all other nuisances described and prohibited by this code.

- A. Vegetation - Maximum Height Permitted: Any weeds, grass, or plants growing to a height exceeding twelve inches anywhere in the city, including platted lots (whether developed or undeveloped), easements and rights of ways. Weeds shall not be placed in streets, alleys, gutters, city rights of way, public property or property belonging to another. Weeds shall be placed in City garbage containers, or taken to an appropriate and lawful disposal site. The following shall be exempt from the height regulation in this chapter: planted trees; bushes; flowers; planted material growing in gardens or planting beds, including fruit or vegetable gardens, standing crops (including grass or hay grown for grazing pasture for livestock or intended to be cut and baled for livestock feed); naturally occurring plant life in any area in the city that is both undeveloped and un-platted; and “native areas” and the natural vegetation contained therein. “Native areas” are those areas of natural groundcover of one-half acre or larger, under single ownership, provided, however, that there shall be a 20-foot fire break where the parcel adjoins developed property, and where the parcel adjoins any public right-of-way, street, alley or highway. The area within the fire break shall be maintained according to the same maximum height for vegetation as described in this subsection “A”. “Native areas” shall not include any areas or properties, regardless of size, with any buildings, structures, sheds, barns, shelters, mobile-homes, garages, fences, signs, gardens, crops or any other man-made improvements of any kind.
- B. Derelict, Junked, etc. Vehicles: Unlicensed, derelict, or junk vehicles and parts or remains thereof parked upon private property, public property, public streets, alleys, easements, rights of ways or other ways are declared to be nuisances. The presence of an unlicensed vehicle, wrecked, dismantled, derelict or inoperative vehicle, on

private or public property, is declared to constitute a public nuisance that may be abated as such in accordance with the provisions of this chapter. The tearing down, stripping or junking of such vehicles shall be permitted only where and when such use is specifically authorized, permitted or licensed under other ordinances of the city and in strict accordance therewith; or which use is conducted entirely within the confines of an accessory garage building, then only provided that such vehicle is the property of the owner or occupier of the lot and that such use is not a commercial use of the property, unless such use is authorized by other ordinances of the city.

1. Derelict Vehicles: A vehicle, or parts thereof, shall be deemed to be “derelict” if the vehicle is:
    - a. Partially or wholly dismantled;
    - b. In a condition that prevents legal operation;
    - c. Junked or intended to be recycled or scrapped; or
  2. For purposes of this chapter, “vehicles” shall include vehicles, motor vehicles, multipurpose vehicles, trailers and snowmobiles as defined in either W.S. 31-1-101 or W.S. 31-5-102; and watercraft as defined in W.S. 41-13-101.
  3. The section defining and prohibiting derelict vehicles shall not apply to the following:
    - a. Vehicles that are enclosed within a secure building;
    - b. Vehicles that are kept and confined within a lot, and the area within which the vehicles are kept is fenced on all sides, and the fence is a lawful six foot fence or wall which complies with City ordinances; and the vehicles are maintained and stored in an orderly manner which does not create fire hazard, does not otherwise create a risk to the health and safety of the public, and does not devalue or detract from the use or enjoyment of property in the immediate vicinity;
    - c. A vehicle maintained in a lawful place and manner by a governmental agency;
    - d. An antique motor vehicle as defined in W.S. 31-2-210;
    - e. A vehicle which is covered by an intact car cover which is securely attached to the vehicle and which covers the entire vehicle, with the exception of the wheels. Each vehicle shall have its own cover. In areas zoned as residential (AA, A, B and C zones), residents shall not have more than two covered vehicles.
    - f. A race car that is currently actively engaged in racing and equipped for racing with roll cage, windows removed, drivers name, sponsors and number displayed. Demolition race cars shall be considered derelict vehicles two weeks after the demolition race in which they were used.
    - g. An automobile repair shop may only have derelict vehicles on the premises for the time necessary under agreement for repair with business customers.
    - h. Businesses operating in the D-1, D-2, D-3 and Industrial E zones, may keep junk vehicles so long as the vehicles are kept and confined within a lot, and the area within which the vehicles are kept is fenced on all sides, and the fence is a lawful six foot fence or wall which complies with City ordinances; and the vehicles are maintained and stored in an orderly manner which does not create fire hazard, does not otherwise create a risk to the health and safety of the public, and does not devalue or detract from the use or enjoyment of property in the immediate vicinity.
- C. Junk: Any iron, glass, weeds, metal, lumber, stumps, grass, trash, hedge trimmings, cut tree branches, paper, cloth, construction debris, refrigerator, freezer, electronic

equipment or appliance which is not being utilized for its intended use, or other waste or discarded material of any nature or substance whatsoever or any scrap or salvage materials which are left or permitted to remain for a period of time in excess of thirty days upon any real property within the city or any city property within or without the corporate limits of the city or upon or within the entire width between the boundary lines of every way when any part thereof is open to the use of the public for purposes of vehicular travel, public utilities and rights of way shall constitute a nuisance. Businesses operating in the commercial D-2 or D-3 zones may keep junk so long as such junk is reasonably intended for use within the scope of the business operated on the subject lot or property, and so long as it is kept, maintained, secured and stored in an orderly manner. Industrial E zone may keep junk so long as the business has received approval for its site plan from the Planning and Zoning Commission, and the junk is kept, maintained, secured and stored in an orderly manner.

1. For purposes of this section, “junk” shall not include new or unused building materials, or building materials are in adequate and reasonable condition to allow them to be used, and so long as such building materials are kept, maintained, secured and stored in an orderly manner.

D. Foul, Offensive or Harmful Conditions: Any cellar, vault, private drain, pool, privy, sewer, grease trap, accumulation of animal manure or fecal matter, or any other condition on a property or lot, including but not limited to uncontrolled dust, which endangers public health and safety, creates an unreasonable fire hazard, or causes hurt, harm, damage or injury to any one or more individuals, or to others property in the city or those immediately adjacent to the city shall constitute a nuisance.

#### **Section 4-3-3: NOTICE TO ABATE NUISANCE – COMPLIANCE REQUIRED**

- A. It shall be the duty of any person receiving the notice of a public nuisance as provided in this Chapter to comply with the provision of the notice and to abate such nuisance within fifteen days after ~~the receipt~~ delivery of such notice, and if such person shall fail or refuse to abate such nuisance within fifteen days from receipt of such notice without just cause, such failure is declared to be unlawful and shall constitute a misdemeanor. Each day such nuisance persists shall constitute a separate violation.
- B. It is unlawful and shall constitute a misdemeanor for any person, after having received notice as provided in this chapter, to remove any vehicle or junk from private property to any other private property upon which storage is not permitted, or onto any public property.
- C. If the nuisance is not abated within the time provided, and after notice as provided by 4-3-4, the city may abate the nuisance, and the cost of abatement may be charged to the owner of the nuisance or assessed against the land upon which the nuisance exists or both.

#### **Section 4-3-4: ENFORCEMENT – INITIATION OF COMPLAINT- NOTICE TO ABATE NUISANCE – CONTENTS – PROCEDURE**

- A. Any person may initiate a complaint against a property owner or occupant if, in their opinion, a nuisance condition as defined in this title, exists on a property or lot within the City of Cody. The written complaint shall be on a form to be provided by the City of Cody, and shall be signed by the complaining party,

dated and shall be delivered to the City of Cody Police Department for investigation. Nothing in this section shall be construed to prevent the initiation of an investigation by a peace officer, community service officer or other employee of the City of Cody without such a complaint.

- B. Whenever the City Administrator, the Chief of Police, or their respective designees, receive a written, signed complaint as described above, that any condition is a public nuisance as defined in this chapter, or in the event that a peace officer or community service officer employed by the City of Cody observes a condition which appears to be a public nuisance as defined in this chapter, the City Administrator, Chief of Police or their designee shall investigate such complaint, and if the officer determines that a nuisance exists, the officer shall attempt to give written notice to the owner of the condition, if his or her address is known, to then owner of the land where the condition is located, and to any other person or entity known by the City Administrator or Chief of Police to have a security interest in the vehicle or junk. The notice shall be attempted by certified mail, return-receipt requested, or personal service, if the address of the individual or entity is known. In the case of vehicles, where practical, the notice shall also be affixed to the windshield or some other part of the vehicle where it can be easily seen. Where affixing the notice to a vehicle is impractical, and in the case of junk, the notice shall be posted at the site or on the premises where the nuisance exists. Such notice shall be in effect for the next twelve consecutive months, and the owner of the lot, parcel or vehicle shall be responsible for controlling the vegetation as prescribed above for the duration of the twelve month period, without the need for re-notification. After the initial notice, any subsequent period of noncompliance shall also be a violation of this section.
- C. Such notice shall include substantially the following information:
1. A statement that a certain condition is a nuisance within the provisions of Section 4-3-2; in the case of a vehicle, the notice should include the make, year and vehicle identification number if reasonably possible;
  2. A description of the real property, by street address or otherwise, on which the nuisance exists;
  3. A statement that such nuisance must be abated within fifteen days from the date on the notice;
  4. A statement that if the nuisance is not abated within the time provided, the city may abate the nuisance, and the cost of abatement may be charged to the owner of the nuisance or assessed against the land upon which the nuisance exists or both;
  5. A statement that a hearing upon the allegation of a public nuisance and the assessment of costs may be requested by giving written notice to the clerk of municipal court within ten days from the date on the notice, and that a request must specify the property concerning which the request is made, the requesting party's name and address, and the nature of the interest held by the requesting party; that upon request a hearing will be scheduled to determine if a public nuisance exists and as to the assessment of administrative costs and the costs of abatement; that if a hearing is not so requested the right to a hearing, and the issue of whether a nuisance exists shall be waived;
  6. A statement that failure to abate the nuisance may result in a city abatement and / or criminal charges.
- D. In the event that notice cannot be served by certified mail or in person as described above, service shall be made by publication in a newspaper of general circulation in Park County. The notice publication shall contain the same information required in the notice described above. The notice shall be published at least twice, with each notice appearing at least seven days apart. Notice by publication may contain multiple listings of public nuisances.

- E. Proof of notice shall be made by certification of any officer or employee of the city, or affidavit of any person over eighteen years of age, naming the person to whom notice was given and specifying the time, place and manner thereof. Proof of notice shall be made in each case and maintained for a period of two years from the date of abatement of the nuisance for which notice has been given.

#### **Section 4-3-5: HEARING PROCEDURE**

- A. A request for a hearing upon the allegation of a public nuisance and the assessment of costs shall be made in writing and delivered to the municipal court clerk within ten days from the date of service of the notice to abate. Such request shall specify the property concerning which the request is made, the requesting party's name and address, and nature of the interest held by the requesting party in the vehicle or junk.
- B. In the event of a public nuisance as defined in section 4-3-2 of which notice has been given, and which remains unabated for more than fifteen days, the City Administrator or Chief of Police or their designee is granted authority to abate, remove or cause the removal of the nuisance; provided however, that if a proper request for hearing is filed, abatement shall only proceed upon order of the municipal court judge or hearing examiner.
- C. In the event a request for hearing is filed as provided, a hearing shall be held before a hearing examiner designated by the governing body. The purpose of the hearing shall be to confirm or deny the existence of a public nuisance and for taking such further action as is authorized under this chapter. Notice of the time, place and hour of the hearing shall be sent at least ten days in advance of the hearing to the requesting parties and the city attorney.
- D. At such hearing, all parties and the city shall be afforded an opportunity to present evidence, to cross-examine and present argument; provided that all persons testifying shall be sworn; irrelevant, immaterial or unduly repetitious evidence shall be excluded; and the decision of the hearing examiner shall be based upon the evidence submitted at the hearing. The hearing examiner shall allow evidence according to the rules generally applicable to contest case hearing under the Wyoming Administrative Procedure Act.
- E. At or after such hearing, and in the event of confirmation that a public nuisance exists, the hearing examiner may resolve or order that the city administrator and / or city employees or agents remove or otherwise abate the nuisance; provided, however, that if the circumstances justify, in the opinion of the hearing examiner, the time for abatement may be delayed. In the event a nuisance is confirmed, administrative removal costs may also be assessed at the hearing. If it is found that a public nuisance does not exist, abatement authority shall be denied and costs shall not be assessed.
- F. Appeals from adverse decisions rendered by the hearing examiner may be made to the district court in the same manner as an appeal from an adverse decision rendered by an agency in a contested case under the provisions of W.S. Section 16-3-114.

#### **Section 4-3-6: REMOVAL—VOLUNTARY CONSENT—AFFIDAVIT**

The owner of any vehicle or junk or the owner of real property where any junk or vehicle has been abandoned may voluntarily consent to the removal of such property by the city. In order to give such consent, all owners of the property shall execute an affidavit in a form acceptable to the city attorney, stating that there are no other owners of the property or lien holders having a security interest in the property; that the owners will reimburse the city for the actual costs of removal or such other costs as are established by the city administrator for such removal; and that such reimbursement will be made to the city within thirty days of

removal. Such affidavit shall constitute a statement by the owners signing such affidavit that they will indemnify the city for any loss or expense alleged by any other party as a result of removal or disposal. The execution of such affidavit shall also release the city from any obligation to account or pay over to the owners any amount the city receives for the property. The owner's consent to the removal of any junk or vehicle by the city, and the city's subsequent removal of junk and /or vehicles from the owner's property, shall not in any way be deemed a continuing obligation or responsibility on the part of the city to maintain the property, and shall not relieve the property owner of their obligation and responsibility to continue to maintain the property.

#### **Section 4-3-7: DISPOSAL – ASSESSMENT OF COSTS**

- A. Any vehicle or junk which is impounded or removed and taken into custody, as provided in this chapter, may be disposed of according to the provisions of W.S. Section 7-2-111, or W.S. 31-13-108, 31-13-109 and 31-13-110.
- B. The City Administrator, or the City Administrator's designee, shall determine the costs of removal and disposal in each case. The City Administrator shall take into account the amount of time spent by City employees, the cost and time involved for the use of city equipment and fuel, and the costs and expenses for disposing of the vehicles, junk and /or other materials constituting the nuisance. The City Administrator may contract with a company, firm or individual who is not an employee of the City to remove or abate the nuisance, and the cost of such removal shall be assessed against the property owner. The city may take any action allowed by law to collect the actual costs of removal and storage of any property constituting a public nuisance. Nothing herein shall prohibit the city from waiving the cost of removal.
- C. Upon the owners failure and /or refusal to comply with the written notice to remove the nuisance within the specified time period, the City Administrator or Chief of Police or their designee may, in addition to issuing the owner a citation, after the expiration of the time to request a hearing, or if a hearing is requested, after the hearing examiner or municipal judge find that a nuisance exists, authorize the removal of such nuisance, and the owner of the lot or parcel from which the nuisance is removed shall be liable for all costs of the removal.
- D. The City Administrator or Chief of Police or their designee may initiate legal proceedings for the collection of costs of removal against the owner of the lot or parcel, upon the owner's failure and /or refusal to pay the costs within thirty (30) days following demand for payment by the city.

#### **Section 4-3-8: SEARCH WARRANT**

- A. The Chief of Police or his or her designee may make application to the municipal court for authority to enter upon land to examine vehicles, junk, weeds or any other condition for the purpose of making a determination as to whether a public nuisance exists and / or securing information as to the ownership of a vehicle or junk thought to constitute a public nuisance and /or securing information as to the identity of the person or persons in control of the land where the vehicle or junk is situated. This section shall not in any way be construed to limit the authority of law enforcement to lawfully enter upon and search premises without a warrant to the extent such entry and search is authorized by and consistent with the United State and Wyoming Constitutions.
- B. The municipal court has authority to issue search warrants and other process necessary to enforce this chapter.
- C. A warrant shall issue only upon affidavit sworn to before a person authorized by law to administer oaths and establishing the grounds for issuing the warrant. If the judge is satisfied that the grounds for the application exist or that there is probable cause to believe that they exist, he shall issue a warrant identifying the purpose of the search, and naming or describing the place to be searched. The warrant shall be

directed to the Chief of Police or any officer authorized to enforce or assist in enforcing the laws of the city or state. The warrant shall state the grounds or probable cause for its issuance and the names of the persons whose affidavits have been taken in support thereof. It shall command the officer to search, within a specified period of time not to exceed 10 days, the property identified. The warrant shall direct that it be served between 6:00 am ad 10:00 pm, unless the court, upon reasonable cause shown, authorizes the execution at other times.

**Section 4-3-9: ABATEMENT – COURT ACTION AUTHORIZED**

The city attorney is authorized to institute such proceedings in the name of the city in any court having jurisdiction over such matters against any property, entity or individual for which the charge for abating a nuisance under this chapter has remained unpaid for a period of thirty days after a bill therefor has been rendered to the owner of the property involved.

**Section 4-3-10: TITLE TO IMPOUNDED VEHICLES**

Title to any impounded vehicle not reclaimed by the registered owner or any lien holder within thirty days of the date of the notice shall vest in the city. A change in the title may be obtained by the city pursuant to the authority of this chapter and the procedure established in state statutes to obtain a change in title.

**Section 8-16-11: NOTICE OF REMOVAL**

- A. Upon removal of any vehicle by the city, a written report of the removal shall be sent to the last address of the owner, if known, otherwise such notice shall be sent to the Wyoming Department of Revenue and Taxation. The report shall include a description of the vehicle, the date, time and place of removal, the grounds for removal and the place of impoundment of the vehicle.
- B. Proof of providing the report shall be made by the certificate of any city employee involved in the impoundment of the vehicle, specifying the person to whom the report was directed and the date and manner the report was provided.
- C. Such report shall not be required if the retail value of the vehicle is less than six hundred dollars as reasonably determined by the chief of police or his designee.

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

PASSED ON FIRST READING: \_\_\_\_\_December 15, 2015  
PASSED ON SECOND READING: \_\_\_\_\_, 201  
PASSED ON THIRD READING: \_\_\_\_\_, 201

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

ATTEST:

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

**ORDINANCE NO. 2016 - 01**

**AN ORDINANCE AMENDING, TITLE 3, CHAPTER 2, Article II Section 10, Subsection D OF THE CITY OF CODY CODE:**

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

**TITLE 3, CHAPTER 2, Article II Section 10, Subsection D** shall be amended as follows:

- D. In determining whether to grant or deny an application to issue a license, transfer a license or renew a license, the Governing Body may consider several factors, including but not limited to the following:
1. The applicant's compliance with federal, state and local laws, city codes, regulations, requirements, criteria and conditions;
  2. Any violations or noncompliance of the requirements, restrictions and criteria described in Section 3-2-15 (regardless of whether points are assessed under that ordinance),
  3. The applicant's compliance with any conditions imposed upon the applicant's license;
  4. The cooperation, or lack thereof, of the applicant, and applicant's employees, managers and agents with law enforcement agencies with respect to incidents involving criminal conduct which occur on the premises where the licensee operates his or her business;
  5. The above factors shall be in addition to the factors and requirements prescribed under W.S. 12-4-104, and other applicable laws. Any one factor or combination of the above factors may serve as a basis for denying any such application. If a licensee has more than one license at a given location, the governing body may deny the applications to renew all licenses at such location.

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

PASSED ON FIRST READING: \_\_\_\_\_, 2016

PASSED ON SECOND READING: \_\_\_\_\_, 2016

PASSED ON THIRD READING: \_\_\_\_\_, 2016

ATTEST:

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

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