

City of Cody City Council

AGENDA

Tuesday, July 5, 2016 – 7:00 p.m. (Pre-Meeting to begin at 6:30 p.m.)
Meeting Place: City of Cody Council Chambers – 1338 Rumsey Avenue, Cody, WY

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

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 June 16, 2016 and Regular Minutes from June 21, 2016.
- b. Approve a request from Ken Posey and Mike Shotts to close 16th Street between Sheridan and Beck Avenue on August 19th at 4:00 p.m. to 9:00 p.m. and close 16th Street between Sheridan and Beck and Beck Avenue between 16th and 17th Streets on Saturday August 20th at 6:00 a.m. to 4:30 p.m. for the 4th Annual Cody Country Car Show, along with the street closure authorize use of a minimal amount picnic tables from local parks noting conditions outlined by staff.
- c. Approve a request from the Downtown Merchants to close the 1100, 1200 and 1300 blocks of Sheridan Ave on Saturday, September 17, 2016 from 10AM to 7 PM, with the event starting at 11AM and the street open by 8PM for the 7th annual Boot Scoot'n Boogie, approve an Open Container Permit for the event starting no sooner than 2 PM, and consider sponsoring the event by assisting with the street closure and traffic control in the amount of \$1,228.45 with funding out of the lodging tax budget line, noting the committee will be responsible for additional cost of said event assistance.
- d. Award a professional services contract to GDA Engineering for Design, Bid and Construction Observation & Administration duties associated with the Park Avenue Sanitary Sewer Replacement Project and authorize the Mayor to sign the contract between the City of Cody and GDA, contingent upon review and approval by the City Attorney.
- e. Consider a request from the Relay for Life Event coordinators to authorize the street closure of Beck Ave. between 8th and 9th during the hours of 5 PM to 2AM on Friday/Saturday, July 22nd and 23rd in conjunction with the Park County Relay for Life Event.
- f. Authorize the Mayor to enter into and sign an agreement between the Park County Pedalers (PCP) and the City of Cody to install additional trails and pmlp

park at Beck Lake Par, as shown in the agreement, all construction and maintenance is the responsibility of PCP.

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.

1. Public Hearing
2. Conduct of Business
 - a. Approval of vouchers and payroll in the amount of \$510,962.90.
 - b. RESOLUTION 2016-11
A RESOLUTION AUTHORIZING THE SUBMISSION OF A COUNTY WIDE CONSENSUS BLOCK GRANT APPLICATION TO THE STATE LOAN AND INVESTMENT BOARD ON BEHALF OF THE GOVERNING BODY FOR PARK COUNTY WY FOR THE CITY OF CODY FOR VARIOUS PROJECTS TOTALING 145,191.00.
Staff Reference: Cindy Baker, Administrative Services Officer
 - c. ORDINANCE 2016-11 –THIRD AND FINAL READING
AN ORDINANCE AMENDING TITLE 1, CHAPTER 4, SECTION 1 OF THE CITY OF CODY CODE: GENERAL PENALTY
Staff Reference: Scott Kolpitzke, City Attorney
3. Tabled Items
4. Matters from Staff Members
5. Matters from Council Members
6. Adjournment

Upcoming Meetings:

July 19, 2016 – Tuesday – Regular Council Meeting 7:00 p.m.
July 28, 2016 - Thursday - Council Workshop — 4:15 p.m.

City of Cody
Council Proceedings
Thursday, June 16, 2016

A special meeting of the Cody City Council was held on Thursday, June 16, 2016 at 4:15 p.m.

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

Absent: Council Member Jerry Fritz and Landon Greer

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

The Governing Body discussed the WBC Gunsmith Grant. James Klessans and Leslie Brumage, Finance Officer provided background information on this grant and the change of scope of the project that occurred. Staff was directed to put an item on the agenda for the June 21st meeting for consideration to take action on.

Chief Baker provided the Governing Body with background information and discussion was held on the potential purchase of mobile radios and the capability of using Forfeiture Funds for this purchase. Staff was directed to proceed with this purchase.

Ordinance 2016-12 – Second Reading

An Ordinance providing for the amount of Tax Levy for the City of Cody, Wyoming for the Fiscal Year Ending June 30, 2017. Council Member Wolz made a motion seconded by Council Member Ballinger to approve Ordinance 2016-12 on Second Reading. Vote was unanimous.

Ordinance 2016-13 – Revised – Second Reading

An Ordinance providing for the Annual Appropriation of Money for the Maintenance of the City of Cody, Wyoming for the Fiscal Year ending June 30, 2017. . Council Member Miller made a motion seconded by Council Member Anderson to approve Ordinance 2016-12 on Second Reading. Vote was unanimous.

The Governing Body reviewed the June 21st Meeting Agenda. No action was taken.

There being no further discussion, the meeting adjourned at 5:21 p.m.

Cindy Baker
Administrative Services Officer

Nancy Tia Brown
Mayor

City of Cody
Council Proceedings
Tuesday, June 21, 2016

A pre-meeting was held at 6:30 p.m. to discuss the agenda for the Regular Meeting. 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, June 21, 2016 at 7:00 p.m.

Present: Mayor Brown, Council Members Donny Anderson, Karen Ballinger, Jerry Fritz, and Stan Wolz, City Attorney Scott Kolpitzke and Administrative Services Officer, Cindy Baker.

Absent: Council Members Landon Greer and Steve Miller

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

Mayor Brown proclaimed June 2016 as General Aviation Month

Council Member Wolz made a motion seconded by Council Member Anderson to approve the agenda as amended, noting a change in the voucher amount. Vote was unanimous.

Council Member Anderson made a motion seconded by Council Member Ballinger to approve the consent calendar which includes approval of Minutes: Regular Minutes from June 7, 2016; authorize the Mayor to sign Change Order #1 in the amount of \$4,988.55 and change of work order #1 for the public improvement of the Park Shop; appoint Steve Miller to the Shoshone Municipal Joint Powers Board for the term ending December 30, 2016; authorize the Mayor to award amendment #2 and #3 to the professional services contract with Engineering Associates for the City of Cody sewer facilities and authorize the Mayor to sign the amended contract; approve the change in the scope of the grant from a feasibility study for a gunsmith school to an apprenticeship program operated under an existing private business and accept the business plan provided by the consultant/business owner that would operate the apprenticeship program; and approve a request from Gail Nace of the Silver Dollar Bar to allow retail liquor license holders to operate with modified hours on July 2nd & 3rd, 2016 allowing retail liquor license holders to stay open until 4 a.m. conditional upon those who intend to operate till 4 a.m. must notify the City of Cody Administrative Services Officer of this intent by June 24, 2016, and designate the Chief of Police or his designee the authority to revoke the extended hours provision during these dates if a situation arises where it is necessary to close the establishments earlier. Vote was unanimous.

At 7:19 p.m. Mayor Brown entered into a public hearing determine if it is in the public interest to consider and approve the Fiscal Year 2016-2017 budget for the City of Cody. Leslie Brumage, Finance Officer provided a brief overview of the FY16-17 budget. After asking for comments three times and there being none, Mayor Brown closed the first public hearing at 7:27p.m.

At 7:28 p.m. Mayor Brown entered into a public hearing to determine if it is in the public's interest to renew 21 retail liquor licenses, 12 restaurant liquor licenses, 3 bar and grill liquor licenses, 3 limited (club) retail licenses, 2 microbrewery permits, 1 distillery satellite license and 1 winery permit for the period of August 1, 2016 through July 31, 2017. Cindy Baker, Administrative Services Officer provided information as it relates to the annual renewal of liquor licenses. After asking for comments three times and there being none further, Mayor Brown closed the second public hearing at 7:30p.m.

Council Member Wolz made a motion seconded by Council Member Fritz to approve vouchers and payroll in the amount of \$1,524,265.24. Vote was unanimous

Council Member Ballinger made a motion seconded by Council Member Anderson to approve the renewal 20 retail liquor licenses, 12 restaurant liquor licenses, 3 bar and grill liquor licenses, 3 limited (club) retail licenses, 2 microbrewery permits, 1 distillery satellite license and 1 winery permit for the period of August 1, 2016 through July 31, 2017. Vote was unanimous.

Council Member Anderson made a motion seconded by Council Member Ballinger to approve the renewal of a retail liquor license for Soaring Peak Enterprises for the period of August 1, 2016 through July 31, 2017 and approve an extension of the inactive status through September 15, 2017. Vote was unanimous.

RESOLUTION 2016-10

A RESOLUTION AMENDING THE CITY OF CODY FINAL BUDGET FOR FISCAL YEAR 2015-2016. Council Member Fritz made a motion seconded by Council Member Wolz to approve Resolution 2016-10. Vote was unanimous.

ORDINANCE 2016-08 THIRD AND FINAL READING AS AMENDED
AN ORDINANCE AMENDING TITLE 8, CHAPTER 1, ARTICLE III, OF THE CODY CITY CODE TO MODIFY MUNICIPAL ELECTRICAL RATES. Council Member Fritz made a motion seconded by Council Member Ballinger to approve Ordinance 2016-08 on Third and Final Reading as amended. Vote was unanimous.

ORDINANCE 2016-09 – THIRD AND FINAL READING
AN ORDINANCE TO AMEND TITLE 9, CHAPTER 2, SECTION 1 OF THE CITY OF CODY CODE PERTAINING TO ADOPTION BY REFERENCE; COPIES TO BE KEPT ON FILE. Council Member Anderson made a motion seconded by Council Member Wolz to approve Ordinance 2016-09 on Third and Final Reading. Vote was unanimous.

ORDINANCE 2016-10- THIRD AND FINAL READING
AN ORDINANCE AMENDING TITLE 4, CHAPTER 4, ARTICLES III OF THE CODY CITY CODE. Council Member Anderson made a motion seconded by Council Member Ballinger to approve Ordinance 2016-10 on Third and Final Reading. Vote was unanimous.

ORDINANCE 2016-11 – SECOND READING
AN ORDINANCE AMENDING TITLE 1, CHAPTER 4, SECTION 1 OF THE CITY OF CODY CODE: GENERAL PENALTY. Council Member Wolz made a motion seconded by Council Member Fritz to approve Ordinance 2016-11 on Second Reading. Vote was unanimous.

ORDINANCE 2016-12 – THIRD AND FINAL READING
AN ORDINANCE PROVIDING FOR THE AMOUNT OF TAX LEVY FOR THE CITY OF CODY, WYOMING FOR THE FISCAL YEAR ENDING JUNE 30, 2017. Council Member Wolz made a motion seconded by Council Member Ballinger to approve Ordinance 2016-12 on Third and Final Reading. Vote was unanimous.

ORDINANCE 2016-13- THIRD AND FINAL READING
AN ORDINANCE PROVIDING FOR THE ANNUAL APPROPRIATION OF MONEY FOR THE MAINTENANCE OF THE CITY OF CODY, WYOMING FOR THE FISCAL YEAR ENDING JUNE 30, 2017. Council Member Anderson made a motion seconded by Council Member Ballinger to approve Ordinance 2016-13 on Third and Final Reading. Vote was unanimous.

There being no further action Mayor Brown adjourned the meeting at 8:16 p.m.

Nancy Tia Brown
Mayor

Cynthia Baker
Administrative Services Officer

City of Cody Agenda Request Form

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

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

Name of person to appear before the Council KEN POSEY - MIKE SHOTTS

Organization Represented CODY COUNTRY CAR SHOW

Date you wish to appear before the Council _____
Mailing Address 150 PLEASANT VIEW DR Telephone 899-7677 C
527-7348 H

E-Mail Address KTSPOSEY@BOISWAL.NET

Preferred form of contact: Telephone E-Mail _____

Names of all individuals who will speak on this topic KEN & MIKE

Event Title (if applicable) CODY COUNTRY CAR SHOW

Date(s) of Event (if applicable) AUGUST 19TH & 20TH

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) CLOSING OFF 16TH STREET FROM 9:00PM - 9:00PM ON THE 19TH FROM BACK TO SHENANDO AVENUE. CLOSING THE SAME STREET PLUS BACK ON THE 20TH FROM 6:00AM TO 4:00PM FOR THE SHOW ON SATURDAY. WILL ALSO NEED TO TALK ABOUT USING PICNIC TABLES FROM PARKS AS WE HAVE DONE THE PAST 2 YEARS.

Which City employee(s) have you spoken to about this issue? ROB KRAMMER
ERIC ASAY, STEVE EDWARDS, STEVE MILLER - DONNY ANDERSON

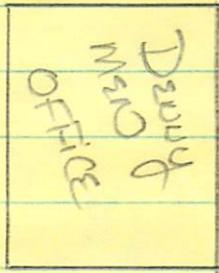
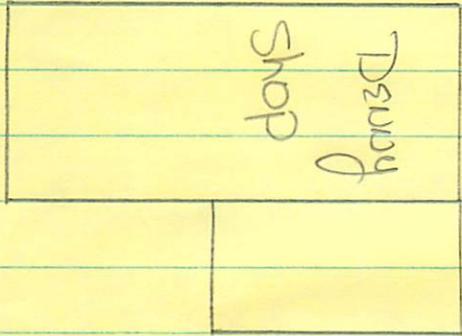
Signature [Signature] Date 6/13/2016

16th STREET

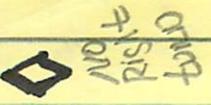
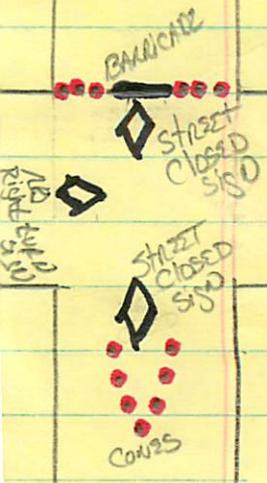
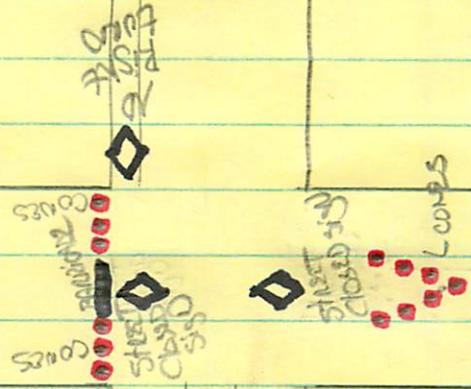
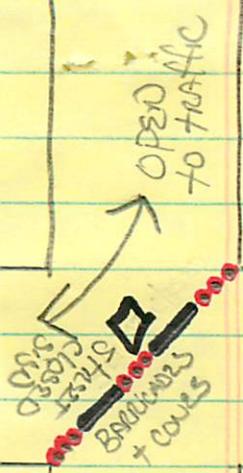
BECK AVE

SHERIDAN AVE

N



17th STREET



MEETING DATE: JULY 5, 2016
DEPARTMENT: ADMINISTRATION
PREPARED BY: CINDY BAKER
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____
PRESENTED BY: CINDY BAKER

AGENDA ITEM SUMMARY REPORT CODY COUNTRY CAR SHOW

ACTION:

Ken Posey and Mike Shotts are requesting that the Mayor and Council authorize the closure of Beck Avenue between 16th and 17th Streets and 16th Street between Sheridan Avenue and Beck Avenue. The street closure is requested from 4PM to 9PM on August 19th for 17th Street and 6 AM to 4:30 PM on the 20th of August for both 16th and Beck Ave for the 4th Annual Cody Country Car Show. The request also includes usage of minimal amount of picnic tables from a variety of City Parks.

SUMMARY:

The Street closure is requested for additional participant parking, safety of participants and attendees and possible attendee parking. The Fire Chief, businesses and/or residential owners on 16th Street and Beck Avenue have been contacted and have no objections or concerns with this street closure. The request also includes usage of a minimal amount of picnic tables, this request was granted last year and organizers work with the Parks Department to determine which parks to remove said tables and the amount of tables allowed to be removed from each location. The event coordinators picked up, cleaned up and returned promptly last year without incident.

FISCAL IMPACT

There will be minimal impact to the City for the event. Barricades and directional signage would be provided the day before, with the event promoter taking full responsibility of setting up and taking down the barricades and signage. The same minimal impact to the City for the use of a minimal amount of picnic tables, as the event organizers work with staff to determine which park and the number of tables that can be removed from said park, event organizers pick up, clean and return tables, thus no City staff is utilized.

ALTERNATIVES

1. Authorize the request for street closure.
2. Deny the request for street closure.

RECOMMENDATION

Staff recommends that the Council authorize closure of 16th Street, between Sheridan Ave. and Beck Ave. and Beck Avenue between 16th and 17th Streets as noted above, along with use of a minimal amount of picnic tables and request organizers to coordinate with City Staff . Promoter will need to supply to the City of Cody a copy of liability insurance for the event.

ATTACHMENT

Agenda Request and Summary Form

AGENDA & SUMMARY REPORT TO:

AGENDA ITEM NO. _____

Mike Shotts
Ken Posey

City of Cody Agenda Request Form

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

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

Name of person to appear before the Council None

Organization Represented Boot Scoot'n Boogie

Date you wish to appear before the Council NO

Mailing Address 1241 Sheridan Ave Telephone 307-272-5319

E-Mail Address doug@northmountaingallery.com

Preferred form of contact: Telephone 307-272-5319 E-Mail _____

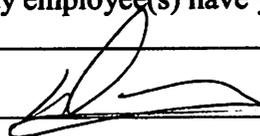
Names of all individuals who will speak on this topic _____

Event Title (if applicable) Boot Scoot'n Boogie

Date(s) of Event (if applicable) Sept 17th - 11 AM - 7 pm

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) An event to Engage the Community in Arts and a chance to meet down town Business Owners

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

Signature  Date 6/8/16

MEETING DATE: JULY 5, 2016

DEPARTMENT: ADMINISTRATIVE SERVICES

PREPARED BY: CINDY BAKER

PRESENTED BY: CINDY BAKER

AGENDA ITEM SUMMARY REPORT

DOUG NORDBERG AND DOWNTOWN MERCHANTS REQUEST FOR SHERIDAN AVE. CLOSURE ON SATURDAY SEPTEMBER 17, 2016

ACTION TO BE TAKEN:

Doug Nordberg and the Downtown Merchants are asking permission to close the 1100, 1200 and 1300 blocks of Sheridan Ave. on Saturday, September 17, 2016 from 10 AM to about 7 PM, with the actual event taking place from 11 AM to 7 PM for the 7th annual Boot Scoot'n Boogie Main Street Event; request approval of an Open Container Permit for the event starting no sooner than 2 PM; and requests the City of Cody to sponsor the event by assisting with the street closure, to provide signs for the closure, to provide traffic control and a detour route for the event, and to provide towing of vehicles if necessary in the amount of \$1,228.45 out of the lodging tax, as budgeted, with additional cost associated with this event to be paid for by the event committee, estimated approximately an additional \$2,500. Additionally, the event committee will be billed for and required to pay for sanitation service (dumpster) if such service is requested.

SUMMARY OF INFORMATION:

If the requested street closure is approved for Saturday, September 17th set up of for the street closure of the area would begin at 10 AM with the event to be scheduled to begin at 11 AM. Tear down will begin no later than 7:00 PM with the street to be opened up by 8 PM. The Street Crew, as well as, other staff utilized for such street closures, typically works 7-3:30 (Monday – Friday) at this time of the year so overtime would be required to perform setup, monitor, take down the traffic control and sweep the street after the event.

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

The Downtown Merchants are also requesting permission for an Open Container Permit for the event and within the boundaries of the street closure not starting sooner than 2 PM.. The Irma, Silver Dollar, and possible other retail liquor license holders plan to purchase catering permits to allow the sale of alcohol within the street closure boundary for the event. With regard to security, all of the downtown merchants offering alcohol will provide security, and signage. The Boot Scoot'n Committee will provide a volunteer based security staff who will wear t-shirts identifying themselves as security. In addition, they will have the security staff posted at each corner restricting access to and from the event and to control and monitor alcohol to make sure it does not leave the boundary. In addition, barrels will be placed at all entrances to be used for garbage cans so that the cups can be thrown away. The committee will place signs at each entry/exit area reminding participants that alcohol is not permitted past the barrier.

AGENDA ITEM NO. _____

During the budget process it was estimated that it will cost the City about \$1,228.45 in labor and equipment costs to assist with the event. This will be the second year this event was held on a Saturday. With his current request, the committee does understand their financial obligation in this request to change the date and hours of the event.

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

FISCAL IMPACT

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

ALTERNATIVES

Options Available

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

RECOMMENDATIONS

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

ATTACHMENTS

Agenda Request Form

AGENDA & SUMMARY REPORT TO:

Doug Nordberg doug@northmountaingallery.com

MEETING DATE: JULY 5, 2016
DEPARTMENT: PUBLIC WORKS
PREPARED BY: STEPHEN PAYNE, PE
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____
PRESENTED BY: STEPHEN W. PAYNE, PE

AGENDA ITEM SUMMARY REPORT PROFESSIONAL SERVICES CONTRACT

ACTION:

Staff requests that the Mayor and Council award a professional services contract to GDA Engineers and authorize the Mayor to sign a professional services contract with said firm. Approval should be subject to review and approval by the City Attorney of the contract documents. The professional services contract will include the complete Design, Bid and Construction Observation and Administration duties associated with the Park Avenue Sanitary Sewer Replacement Project.

SUMMARY:

In the FY2016-2017 budget, the Council set aside monies for the upgrade of the sewer system. The sewer main planned for replacement traverses across a parcel of land for which the City does not have an easement. It was determined it was in the best interest of the City to relocate the line rather than purchase an easement.

FISCAL IMPACT

The Council authorized the expenditure in fiscal year FY2016-2017 of funds to complete sewer system upgrades. The contract before the Council is for a professional services contract that will include the complete Design, Bid and Construction Observation and Administration duties associated with the Park Avenue Sanitary Sewer Replacement Project. The contract is for time and materials, but "Not to Exceed" amount of \$26,940

ALTERNATIVES

1. Award a professional services contract with GDA Engineers

RECOMMENDATION

Staff recommends that the Mayor and Council award a professional services contract to GDA Engineers and authorizes the Mayor to sign a professional services contract with said firm subject to review and approval by the City Attorney of the contract documents. This would include all professional services for the Design, Bid and Construction Observation and Administration duties associated with the Park Avenue Sanitary Sewer Replacement Project.

ATTACHMENTS

Contract

AGENDA & SUMMARY REPORT TO:

Jeremy Gilb, PE – GDA Engineers

AGENDA ITEM NO. _____

AGREEMENT

BETWEEN

City of Cody, Wyoming

AND

GDA Engineers

FOR

**PARK AVENUE SANITARY SEWER REPLACEMENT
PROJECT**

GDA
ENGINEERS

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between the City of Cody (“Owner”) and Graham Dietz and Associates, DBA GDA Engineers (“Engineer”). Engineer agrees to provide services described below to Owner for Park Avenue Sanitary Sewer Replacement Project (“Project”).

Description of Engineer’s Services: Professional Services including Topographic Survey, Design, Bid, and Construction Observation.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer’s standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner in writing, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer’s employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer’s employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer’s consultants’ charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement’s terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer’s responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer’s services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer’s control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided,

however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection

with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.

Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project or on any other project without written verification or adaptation by Engineer; any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's Consultants.

G. To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. By entering into this Agreement, the City of Cody does not waive its governmental immunity, and expressly reserves the right to assert immunity as a defense to any action arising under this Agreement. The City does not waive any of the rights, defenses or limitations provided under the Wyoming Constitution and the Wyoming Governmental Claims Act.

J. Engineer understands that the City has budgeted funding for this project based in part on funds allocated by the State of Wyoming, or other outside sources. In the event that the State of Wyoming, or any other outside funding sources fails to deliver or distribute the funds intended for this project to the City of Cody, then the City of Cody may terminate this Agreement without further liability, except for work already performed by Engineer.

8.01 Total Agreement

- A. This Agreement consisting of the following:
- Pages 1 through 4 of the Short Form of Agreement Between Owner and Engineer for Professional Services,
 - Exhibit A: Engineers Scope of Work,

- Exhibit B: 2016 Fee Schedule,
- Exhibit C: Insurance.

constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment (Hourly Rates Plus Reimbursable Expenses)

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.
2. Engineer's Standard Hourly Rates are attached as last 2 pages of Exhibit B.
3. The total compensation for services and reimbursable expenses is not to exceed \$26,940.00.

B. The Engineer's compensation is conditioned on the time to complete the project not exceeding 12 months. Should the time to complete the project be extended beyond this period, total compensation to Engineer shall be appropriately adjusted, through written agreement of both parties.

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

OWNER: City of Cody

ENGINEER: Graham, Dietz & Associates,
DBA GDA Engineers

By: _____

By: _____

Title: _____

Title: Engineering Department Manager

Date Signed: _____

Date Signed: _____

License or Certificate No. and State WY 12734

Address for giving notices:

Address for giving notices:

City of Cody

GDA Engineers

P.O. Box 2200

502 33rd Street

Cody, WY 82414

Cody, WY 82414

EXHIBIT A
ENGINEERS SCOPE OF WORK

**CITY OF CODY
PARK AVENUE SEWER REPLACEMENT PROJECT
SCOPE OF WORK**

1) PROJECT UNDERSTANDING

It is our understanding that this project consists of replacing and rerouting approximately 700 feet sanitary sewer lines at the intersection of Park Avenue/Simpson Avenue. As shown on Attachment A, the sewer line between MH193-I8 and MH191-I8 will be abandoned in-place, as it crosses under a private lot. A new sewer line will be routed from MH193-I8 to MH190-I8 and back to the west to connect to MH 191-I8. It is anticipated that the new sewer line will follow the same alignment as the existing sewer line. It is anticipated that all minimum grades will be able to be achieved by rerouting this sewer line and that the new sewer line will be lower; therefore, reconnecting existing sanitary sewer services will not be a grade issue. GDA's preliminary construction cost estimate for the project is \$140,000.

2) PROJECT MANAGEMENT

- a) Project Meetings
 - i. GDA will conduct up to three (3) meetings with City staff. Meetings will be held at the kickoff, 20%, and 95% design levels. Meeting minutes will be taken by GDA and distributed to the City after each meeting.
- b) Provide oversight of day to day project design operations.

3) DESIGN PHASE

- a) Develop Plan and Profile Design for the sanitary sewer replacement line. Additional details, demolition plan, and horizontal control plan will be provided in the documents.
 - a. GDA will provide 20% plans. Included in this submittal is the chosen alignment and possibly the initial plan and profile sheet. The intent of this submittal is to make sure that the City and GDA are on the same page before commencing to detailed design.
 - b. GDA will provide final design (95%) documents, including bid document plans and specifications for City review and comment. Comments from the City will be incorporated to the bidding documents.
 - c. Final design (95%) documents will include project manual preparation consisting of bid documents, construction contract documents, technical specifications, special provisions and construction plans. Wyoming Public Works Standard Specifications will be used for this project.
- b) Provide details for pavement restoration and address all items necessary to prepare a plan suitable for review and approval.
- c) GDA will prepare engineer's estimate of probable cost for construction of proposed improvements.

4) BID PHASE

- a) Prepare advertisement for Bids (City will pay for publication costs).
- b) Provide bid set project manual and plan sets to interested bidders and address contractors' questions prior to bidding.
 - a. GDA will upload electronic files to our website to allow for electronic download.

- b. Plan holders list will provided to the City weekly during the bidding process.
- c) Coordinate and facilitate a pre-bid meeting. Meeting minutes and recording of the pre-bid meeting will be taken and delivered to the City.
- d) Coordinate and facilitate the bid opening and prepare a bid tabulation.
- e) Provide a bid award recommendation.

5) CONSTRUCTION ADMINISTRATION PHASE

- a) Prepare WYDEQ Permit to Construct. The City will pay for all permit fees.
- b) Prepare and distribute original contract documents and any addenda.
- c) Prepare all necessary documents including Notice to Proceed, Change Orders, Pay Requests, Substantial Completion Notice, and Notice of Final Payment Advertisement (City to pay publication costs).
- d) Distribute weekly field reports.
- e) Respond to requests for interpretation from the contractor.
- f) Attend final job walk and prepare punch list.
- g) Complete a final construction report containing field reports, testing reports, and an electronic copy of record drawings in PDF and AutoCAD DWG 2014 format.

6) RESIDENT PROJECT REPRESENTATIVE (RPR) PHASE

- a) Attend pre-construction meeting.
- b) Full time construction observation.
 - i. Provide on average 4-hours per day inspection during construction for up to 25 working days for a total of 100 man-hours. Based on the Contractor's construction activities, the Engineer will determine the actual hours the RPR works each day, with some days being less than 4 hours and other days being more than 4 hours.
 - ii. Review shop drawing submittals.
 - iii. Verify proper pipe purchases, pipe installation, bedding, and backfill.
 - iv. Coordinate communication between Contractor, Project Manager, and Owner.
 - v. Prepare and distribute field and testing reports.
 - vi. Record field changes for project records.
 - vii. May attend final job walk and prepare punch list.
- c) Testing
 - i. Provide density testing for crushed base and asphalt. Cost for testing is included in the cost for providing and RPR for the project. Testing frequency will be specified every 300-feet and 12" lifts for trench backfill and every 300-feet per lift of asphalt.
 - ii. Densities shall be checked by nuke meter or wheel-rolling, dependent on material. Based our knowledge of this area, we anticipate native backfill material be rocky and will be tested by proof rolling. Crushed aggregate base course and asphalt will be tested with a nuclear density gauge.

7) SURVEY SERVICES

Topographic and design survey services will be included as described in Attachment B.

8) ADDITIONAL SERVICES

GDA can provide additional work as needed and written authorization is provided as negotiated.

- Geotechnical investigation

- Construction staking
- Additional materials testing other than specified above
- Permanent or construction easements
- Landowner negotiations
- Title search
- Storm Water Pollution Prevention Plan (SWPPP)
- Topographic and right-of-way survey (It is our understanding that GDA has submitted a separate proposal for this work)
- Any other permitting, other than specifically stated

9) SCHEDULE

GDA anticipates starting the project within 2 or 3 weeks after receiving a signed contract. It is our understanding that this project needs to be completed and the streets repaved by the end of this construction season.

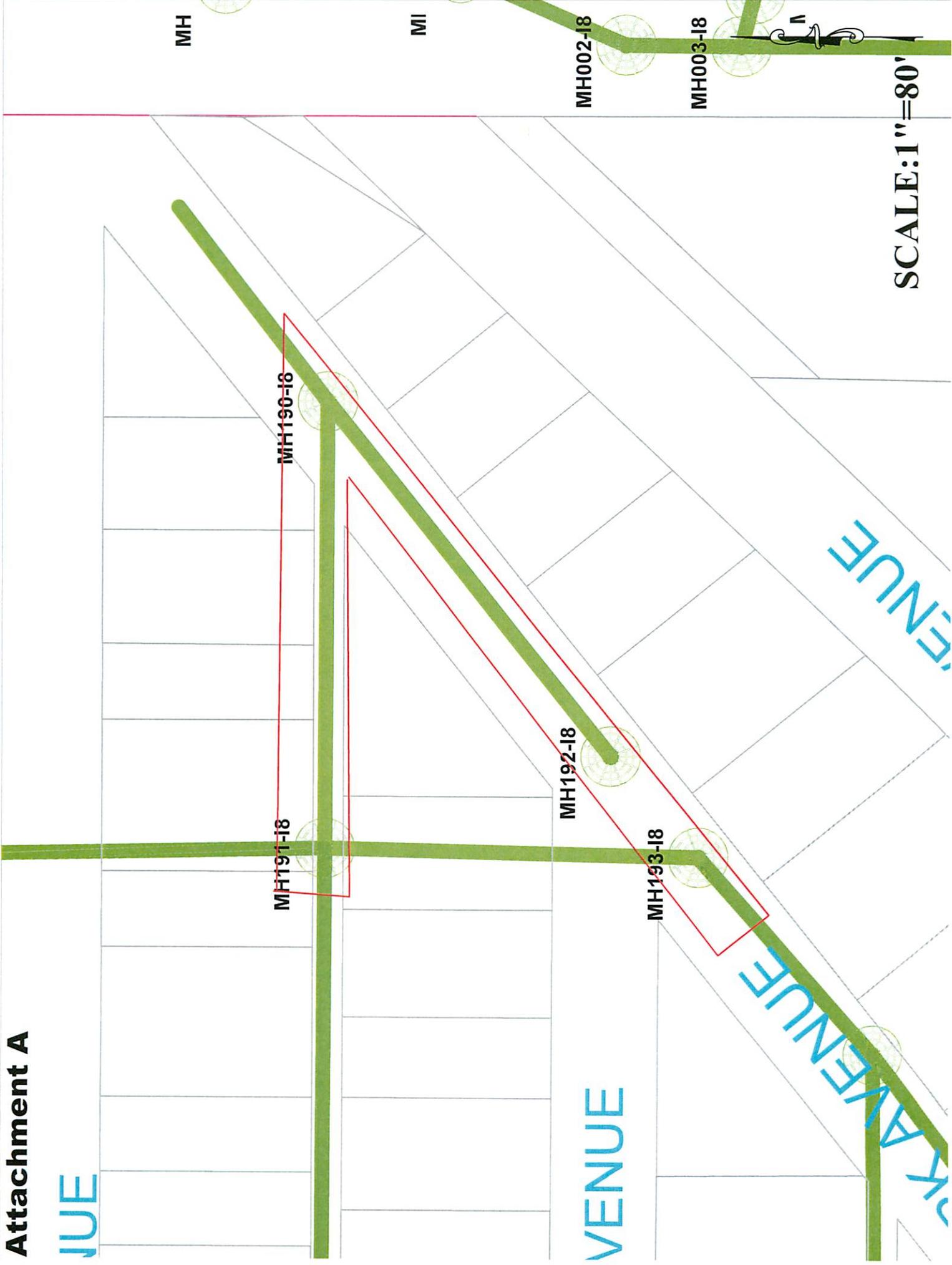
10) FEES

GDA will perform the work as described above on a time and expense, not to exceed amount as follows:

Project Management	\$1,075.00
Design Phase	\$7,405.00
Bid Phase	\$3,025.00
Construction Admin Phase	\$2,590.00
RPR Phase	\$8,525.00
Survey Services	\$4,320.00
TOTAL:	\$26,940.00

Attachment A

JUE



MH

MI

MH002-18

MH003-18

MH190-18

MH191-18

MH192-18

MH193-18

VENUE

VENUE

VENUE

SCALE: 1"=80'



April 18, 2016

City of Cody
Utana Dye
Engineer's Office
1338 Rumsey Ave
Cody, WY 82414

Project: Park Avenue Topographical Survey

Dear Utana,

The following describes our understanding of the scope of work required to provide the City of Cody with a topographic and control survey for the design and construction of the Park Avenue Sewer Project.

Summary of the Scope of Work

The purpose of this project is to provide topographic and control data to the City of Cody for the purposes of designing and constructing a sewer relocation along Park Avenue, and including the alley between Canyon Avenue and Simpson Avenue.

Services to Be Provided

GDA Engineers will provide all field personnel, equipment and supplies necessary to identify, locate and map all existing field conditions appurtenant to and affected by the design and construction of the new sewer line. The survey will include point and line data for all curb and gutter, edge of paved and unpaved road surfaces, centerline of streets, driveway limits, fences, landscaping within the right-of-way, all existing utilities, sprinklers, valves, valve boxes, manholes and storm inlets with invert of pipe and top of structure information.

GDA will thoroughly investigate all properties adjacent to the project area to ensure disruption to existing irrigation facilities and destruction of landscaping is kept to a minimum. GDA will contact every landowner to notify them of the survey and that utility locates will be called. GDA will also provide property owners with pin flags for them to mark all of their underground irrigation components to assist us in locating their systems as accurately as possible. This process may take a few days and is accounted for in the project completion timeline.

Boundary, easement and right-of-way information will be delineated by locating all property and right-of-way corners adjacent to the subject project area. All corners that are located will be properly flagged and marked in the field to help protect their location during construction. Any property corners that are destroyed during construction should be re-installed at the contractors' expense after construction and is NOT included in the fees for this project.

CODY, WYOMING

502 33rd Street

Cody, WY 82414

PH: 307.587.3411

HEBER CITY, UTAH

2211 W. 3000 S., Suite B

Heber City, UT 84032

PH: 435.315.3168

gdaengineers.com

Project Control

GDA will utilize the City of Cody coordinate system for this project.

Schedule

GDA will provide the topographic and control services to the City of Cody within three weeks from the notice to proceed. This schedule is weather dependent, if large amounts of snow fall or bad weather prohibit surveying activities a longer timeline may be necessary.

Deliverables

GDA will deliver the entire boundary, topographic and control information in DXF and DWG format using AutoCAD Civil3D 2016 to the City of Cody. The point coding will follow the City of Cody feature code library. GDA will also provide digital photographs of unique or complex areas that are better described or shown using photographs for use by the engineer. Lastly, GDA will provide a list of all property owners affected by the waterline project; this list will include owner name, contact information and property description.

Fees and Payment Requirements

GDA will provide the services as described above for a not to exceed fee of \$4,320.00

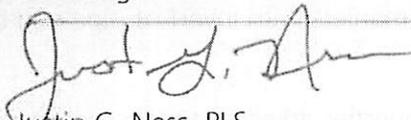
Payment for services rendered will be billed monthly or as necessary depending on the length of the project. All invoices are due upon receipt.

Required Client Responsibilities

The City of Cody will be responsible for providing GDA with the following:

- Notice to proceed in time to meet our timelines and the cities target date for completion.
- A detailed map showing the sewer lines and areas that will need to be included in the topographic survey. (This has already been provided to GDA)
- Aerial photo and utility data available in DXF or DWG format within two working days of the notice to proceed.

Sincerely,
GDA Engineers



Justin G. Ness, PLS
Survey Department Manager

EXHIBIT B
2016 FEE SCHEDULE

Base Fee Schedule

Effective April 1, 2016

ENGINEERING SERVICES	RATE
Engineer VI	\$ 150.00
Engineer V	\$ 130.00
Engineer IV	\$ 110.00
Engineer III	\$ 100.00
Engineer II	\$ 85.00
Engineer I	\$ 75.00
Engineering Technician III	\$ 80.00
Engineering Technician II	\$ 65.00
Engineering Technician I	\$ 60.00
 PLANNING SERVICES	
Planner IV	\$ 130.00
Planner III	\$ 100.00
Planner II	\$ 85.00
Planner I	\$ 70.00
 SURVEYING SERVICES	
Surveyor IV	\$ 130.00
Surveyor III	\$ 110.00
Surveyor II	\$ 90.00
Surveyor I	\$ 80.00
Surveyor Technician IV	\$ 80.00
Surveyor Technician III	\$ 75.00
Surveyor Technician II	\$ 65.00
Surveyor Technician I	\$ 55.00
GIS Project Manager	\$ 95.00
 CONSTRUCTION SERVICES	
Resident Project Representative IV	\$ 95.00
Resident Project Representative III	\$ 80.00
Resident Project Representative II	\$ 70.00
Resident Project Representative I	\$ 60.00
 SUPPORT SERVICES	
Quality Assurance Administrator	\$ 110.00
Project Coordinator II	\$ 75.00
Project Coordinator I	\$ 60.00
Administrative Assistant	\$ 55.00

Base Fee Schedule



Effective April 1, 2016

EQUIPMENT CHARGES

Vehicles /Mile	\$ 0.75
Vehicle /Day (minimum charge)	\$ 30.00
CADD/Hour	\$ 25.00
GPS/Hour	\$ 65.00
ATV/Hour – 4 Hour Minimum	\$ 20.00
Survey Equipment/Hour	\$ 25.00
Robotic Total Station/Hour	\$ 45.00
GIS Data Logger/Hour	\$ 15.00
Per Diem/Day	As Negotiated
Reimbursable Expenses	At Cost

FIELD SUPPLY CHARGES

Steel Fence Posts	\$8.00/each
2½" Aluminum Cap on 24" Rebar	\$7.50/each
3" Aluminum Cap on 2½" Galvanized Iron Pipe	\$33.00/each
Brass Marker in Concrete	\$58.25/each
Aluminum Cap Set in Concrete	\$18.25/each
Fiberglass Monument Marker	\$20.00/each
NGS Monument	\$270.00/each
Lath	\$36.00/bundle
Hubs	\$16.25/bundle
High Visibility Paint	\$6.00/can
Flagging	\$5.00/roll
PK Nails	\$26.00/box

MATERIALS TESTING

Density Field Testing	\$ 15.00/test
-----------------------	---------------

*Materials testing price(s) does not include labor or travel time.

*Additional Materials Testing Services including soil percolation tests, core drill sampling, concrete slump, concrete air and test cylinders can be provided at a negotiated cost.

1. When employees perform work that requires overtime, the billing rate for that overtime work will be increased to 135% of the rate established above. Overtime shall be defined as any work required of an employee in excess of 8 hours per day, work during Saturdays, Sundays and during national holidays.
2. Considerations for Daily Per Diem Rates include but are not limited to location, current GSA rates and lodging availability.
3. This fee schedule is subject to change without notice.

EXHIBIT C
INSURANCE

Insurance

Insurance

A. The limits of liability for the insurance are as follows:

1. By Engineer:

- | | |
|---|-----------------------|
| a. Workers' Compensation: | Statutory |
| b. Employer's Liability -- | |
| 1) Each Accident: | <u>\$1,000,000.00</u> |
| 2) Disease, Policy Limit: | <u>\$1,000,000.00</u> |
| 3) Disease, Each Employee: | <u>\$1,000,000.00</u> |
| c. General Liability -- | |
| 1) Each Occurrence (Bodily Injury and Property Damage): | <u>\$1,000,000.00</u> |
| 2) General Aggregate: | <u>\$2,000,000.00</u> |
| d. Excess or Umbrella Liability -- | |
| 1) Each Occurrence: | <u>\$1,000,000.00</u> |
| 2) General Aggregate: | <u>\$1,000,000.00</u> |
| e. Automobile Liability -- | |
| 1) Bodily Injury: | |
| a) Each Accident | <u>\$1,000,000.00</u> |
| 2) Property Damage: | |
| a) Each Accident | <u>\$1,000,000.00</u> |
| f. Professional Liability -- | |
| 1) Each Claim Made | <u>\$2,000,000.00</u> |
| 2) Annual Aggregate | <u>\$4,000,000.00</u> |
| g. Other (specify): | \$ _____ |

2. By Owner:

- | | |
|---------------------------|-----------|
| a. Workers' Compensation: | Statutory |
|---------------------------|-----------|

- b. Employer's Liability --
 - 1) Each Accident See Certificates
 - 2) Disease, Policy Limit See Certificates
 - 3) Disease, Each Employee See Certificates

- c. General Liability --
 - 1) General Aggregate: \$ _____
 - 2) Each Occurrence (Bodily Injury and Property Damage): \$ _____

- d. Excess Umbrella Liability --
 - 1) Each Occurrence: \$ _____
 - 2) General Aggregate: \$ _____

- e. Automobile Liability --
 - 1) Bodily Injury:
 - a) Each Accident \$ _____

 - 2) Property Damage:
 - a) Each Accident \$ _____

- f. Other (specify): \$ _____

June 17, 2016

City of Cody
Steve Payne, PE
Engineer's Office
1338 Rumsey Ave
Cody, WY 82414

CODY, WYOMING

502 33rd Street
Cody, WY 82414
PH: 307.587.3411

HEBER CITY, UTAH

2211 W. 3000 S., Suite B
Heber City, UT 84032
PH: 435.315.3168

gdaengineers.com

Project: Park Avenue Sanitary Sewer Replacement Project

Dear Steve,

Thank you for the opportunity to provide the attached proposal for survey, design, bidding, and construction administration and construction inspection services. Please find attached our proposal and fees estimate needed to complete this project. I have also attached a Short Form of Agreement for this work. This agreement is the same agreement that we recently used on the 12th Street Storm Sewer Project that we just completed for you.

Please review and if you have any questions or comments, please contact me.

Sincerely,
GDA Engineers



Jeremy Gilb, PE, LSIT



Val Walsh-Haines

Wyoming Cancer Resource Services
Prevention & Wellness

707 Sheridan Ave • Cody, WY 82414
(877) 437-2702 • (307) 578-2702 • Fax (307) 578-2713
email: vwalsh-haines@wphcody.org

City of Cody Agenda Request Form

Council for their meetings, individuals wishing to appear 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 Valerie Walsh-Haines

Organization Represented American Cancer Soc. Relay for Life

Date you wish to appear before the Council ~~July~~ June 28th up to 11:00 AM

Mailing Address 932 Park Vale Telephone 899 8517

E-Mail Address valwhlee@gmail.com

Preferred form of contact: Telephone 899 8517 E-Mail _____

Names of all individuals who will speak on this topic Val + michelle Clinton

Event Title (if applicable) Relay for Life

Date(s) of Event (if applicable) July 22, 2016

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary)
Permission to close the park street (Beck Ave) to allow food trucks for the event.

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

Signature Val Walsh-Haines Date June 22, 2016



RELAY
FOR LIFE
American
Cancer
Society

Ignite Your Passion

**PLEASE JOIN US FOR THE
2016**

**Park County
RELAY FOR LIFE**

July 22-23, 2016

6:00pm-2:00am

Cody High School

For more information please contact:

Michelle Clinton 307-899-4182 or Cahrissa Dasso 406-373-8496

Or visit:

RelayForLife.org/ParkCcountyWY



MEETING DATE: JULY 5, 2016
DEPARTMENT: ADMINISTRATION
PREPARED BY: CINDY BAKER
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____
PRESENTED BY: CINDY BAKER

**AGENDA ITEM SUMMARY REPORT
STREET CLOSURE REQUEST FOR RELAY OF LIFE EVENT**

ACTION:

Consider a request that the Mayor and Council authorize the street closure of Beck Ave. between 8th and 9th during the hours of 5 PM to 2AM on Friday/Saturday, July 22nd and 23rd in conjunction with the Park County relay for Life Event.

SUMMARY:

Valerie Walsh-Haines, WY Cancer Resource Services and the American Cancer Society would like to utilize the street right-of-way of Beck Ave. between 8th and 9th Street on Friday, July 22nd starting at 5PM continuing until 2AM Saturday, July 23rd. Tentative closure is to allow for food vendors to be set up in the location during the Relay for Life Event.

This event would be similar to the closure for Homecoming, Football Tailgate Events and Senior Night. The applicant will provide proof of liability insurance for the event.

CONDITIONS OUTLINED BY STAFF

Applicants will set up and take down the traffic barricades. The City Crew will however, have to supply the barricades, transport the barricades to the area and remove them after each event.

FISCAL IMPACT

There is minimal financial impact to the City as the applicants will put up and take down the traffic barricades. The City Crew will however, have to supply the barricades, transport the barricades to the area and remove them after each event.

ALTERNATIVES

1. Approve the request.
2. Deny the request.

RECOMMENDATION

Staff has no recommendation regarding the request. Any time a street normally open for traffic is closed with barricades there is exposure for accidents. With a formal street closure the area will be made more secure for activities that are to some extent already occurring without the benefit of closure barricades and signage. Staff would note that there were no incidents during the previous closures this year or past years for similar events in this specific area.

ATTACHMENTS

Agenda Request Form

AGENDA & SUMMARY REPORT TO:

valwhlee@gmail.com

AGENDA ITEM NO. _____

MEETING DATE: JULY 5, 2016
DEPARTMENT: PARKS AND RECREATION
PREPARED BY: RICK MANCHESTER, DIRECTOR
PRESENTED BY: JOHN GALLAGHER AND RICK MANCHESTER

Beck Lake Mountain Bike Trail Pump Park

ACTION TO BE TAKEN

The Park County Pedalers (PCP) requests that the City of Cody approve and authorize the Mayor to sign the final agreement terms to install additional trails and a pump park at Beck Lake Park. As shown in the agreement, all construction and maintenance is the responsibility of PCP.

SUMMARY OF INFORMATION

1. PCP has agreed to provide funding from their own grants, labor, and donations to construct the bike facility. The Park has been very popular since the Mountain Bike trails and features have been built south of the lakes. The PCP and John Gallagher has been presented two awards for their efforts. The agreement recitals cover the details of the agreement.
2. Exhibit A—Exhibit A is the proposed location for PCP to construct a pump park. There will be additional trails and possibly a gravity trail feature.

FISCAL IMPACT

There will not be any cost to the City for construction or maintenance provided PCP are able to cover the maintenance as committed to in the agreement.

ALTERNATIVES

1. Authorize the agreement
2. Modify the agreement
3. Deny the request

ATTACHMENTS

1. Land use agreement
2. Exhibit A

AGENDA & SUMMARY REPORT TO

1. John Gallagher, PCP

AGENDA ITEM NO. _____

AGREEMENT FOR USE OF CITY PROPERTY

THE PARTIES to this AGREEMENT FOR USE OF CITY PROPERTY (AGREEMENT) are the City of Cody, Wyoming, a municipal corporation in Wyoming (CITY); and Park County Pedalers, a Wyoming non-profit corporation (PCP). This AGREEMENT is entered into as of the date last executed by the parties below.

RECITALS

- a. CITY is the owner of certain real property known Beck Lake Park, in Cody, Park County, Wyoming.

- b. PCP wishes to design, build, develop and maintain, at PCP'S sole expense, a bike park (known as the Beck Lake Bike Park, hereinafter the PARK) within a portion of Beck Lake Park. PCP will engage the services of a professional firm with experience in designing, developing and building such parks, and PCP will be solely responsible for all expenses, fees and costs owed to such firm. The location of the PARK will be south of Beck Lake, in Beck Lake Park, as shown on the preliminary site plan which is attached and incorporated as Exhibit "A". The exact location of the PARK will be coordinated between the CITY and PCP, and the Governing Body of the CITY shall have final approval of the exact location of the PARK.

c. CITY believes it is in the best interests of the people in the Cody community to make such a PARK available for their use and general enjoyment, and CITY is willing to allow PCP to use the property described above for such a PARK, subject to the terms and conditions described in this agreement.

d. The parties to this agreement understand that the CITY would not be able to provide this PARK to the citizens but for the PEDALER'S willingness and ability to pay for 100% of the costs associated with such a project.

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

1. LAND USE: CITY grants a limited, revocable license to PCP for the purposes of designing, developing, building, and maintaining a bike park and associated features as described in this agreement. PCP will engage the services of a professional firm with experience in designing, developing and building such park, and PCP will be solely responsible for all expenses, fees and costs owed to such firm. The location of the PARK will be south of Beck Lake, in Beck Lake Park, as shown on the preliminary site plan which is attached and incorporated as Exhibit "A". The exact location of the PARK will be coordinated between the CITY, CITY staff, and PCP, and the Governing Body of the CITY shall have final approval of the exact location of the PARK. No part of the PARK, bike tracks, paths, trails or features shall cross, interfere with, or be located within the trail known as the Lions Park Braille Trail.

2. TERM: The term of this AGREEMENT shall be for ten years. After the initial term of this AGREEMENT, the parties, upon mutual agreement, may renew for successive two year terms on the same terms and conditions as described in this agreement. The parties understand, acknowledge and agree that this term provides a defined benefit to the CITY that the CITY would not receive from a shorter term because the CITY would not be able to provide this service to the community without PCP'S financial commitment.

3. CONSTRUCTION COSTS: PCP shall pay for any and all costs, fees and expenses for engineering, designing, developing, building, and maintaining the PARK and associated features, and for such other costs and expenses as described in this agreement. PCP is a volunteer non-profit organization that will perform some of the construction and maintenance of the PARK.

4. PUBLIC USE: PCP and CITY shall allow use of the PARK by the general public, without charge, subject to reasonable regulations, rules and restrictions adopted by the CITY, including but not limited to regulation of hours and seasonal closures. CITY will consult with PCP regarding such rules.

5. MAINTENANCE AND REPAIRS: PCP understands that the PARK will be subject to wear and tear due to both use of the PARK, and due to weather and natural conditions. CITY shall not be responsible for any maintenance, repairs, or replacement of any features, amenities or aspects of the PARK in any way, and PCP shall be solely responsible for all maintenance, repairs or replacements, and all costs for the same. CITY makes no warranties, assurances, guarantees or promises of any kind regarding the current or future condition of the PARK.

6. FEATURES: PCP will provide the following features for the PARK at

its expense: pump track, skills area, trails and slope style lines. PCP and its contractor shall consult with CITY staff regarding all features prior to building and installing such features to ensure compatibility with existing Park uses and resources. PCP shall furnish, build, maintain and replace such features at the sole expense of PCP. CITY shall have no financial or other obligation whatsoever to operate, repair, maintain, or replace any PARK features.

7. WATER USE: Construction and maintenance of the Park requires a water system. PCP shall regularly water the PARK and features to minimize dust, and to prevent deterioration of the jumps, ramps, humps and features of the PARK. PCP shall use water from Beck Lake, and shall make use of the existing pump owned by the CITY for any water required for the PARK. PCP may, in the alternative, drill a new well for the water source, contingent upon the following: a) PCP shall first take any and all steps necessary to comply with state laws and regulations to obtain the required permit(s) and approval from the Wyoming State Engineer, which permit shall name the CITY as the owner; b) PCP shall cooperate with, and get approval from CITY staff for the location of the well; c) PCP shall cooperate with, and get approval from CITY staff for the connection of electrical power to the pump for the well; and d) PCP shall pay for any and all expenses for the above, including but not limited to engineering costs and fees for obtaining the permit from the State Engineer; costs of connecting power to the well pump, and monthly utility costs for the pump. PCP shall consult with the CITY, and cooperate with CITY staff to take appropriate steps to minimize disruption, conflicts, hazards and interference with other users of Beck Lake Park. Such steps may include, but are not limited to, protective devices to cover any pipes or lines carrying water from the reservoir to the PARK. PCP shall not excavate or bore into, through or under any part of the roadway, dam or other CITY property. PCP shall be responsible for the following costs

associated with pumping and using such water: electricity for the pump from Beck Lake for the period from April 1 through October 1; the costs for modifications to the main line which brings water from Beck Lake, including but not limited to tapping the line, adding an extension of approximately 440' of 2" line; adding a valve to the main line; excavating and digging the line; and pavement and concrete repair.

8. COOPERATION WITH CITY: PCP shall consult with and cooperate with CITY staff regarding the exact location, design and construction of the PARK and features, in order to provide for public safety, prevent damage to CITY property, and to minimize disruption to other users of Beck Lake Park.

9. DAMAGES: PCP shall be responsible for restoring, repairing and/or reimbursing CITY for any and all damage to CITY property caused by PCP, or PCP's agents, representatives, employees, volunteers, and others acting on PCP's behalf. Property damage includes, but is not limited to, damage to improvements, roads, pathways, utilities, pipes, equipment, facilities, parking lots, and the Beck Lake dam. The parties understand that construction of the PARK will require the removal of existing vegetation (sage brush, trees, etc.) from the areas where the track and features will be installed, and such removal shall not be considered as damaged property for which PCP would have to reimburse CITY, and PCP will not be required to restore such vegetation, so long as PCP maintains the PARK as required by this AGREEMENT.

10. TERMINATION: This agreement may be terminated by the CITY upon any of the following conditions:

a. DEFAULT: If the PCP defaults in any of its obligations as described in this agreement, including but not limited to its obligation to fully fund the operation and maintenance of the PARK and its features, CITY may give PCP written notice of such default, and PCP shall have ten days to cure such

default, or if corrections cannot be made within the 10 day period, PCP shall have a reasonable time to correct the default if action is commenced by PCP to cure the default within ten (10) days after receipt of the notice. If PCP fails to cure such default as required by this AGREEMENT, CITY may terminate this agreement.

b. FOR CONVENIENCE: Either party may terminate this agreement for convenience, due to a material change in circumstances not otherwise described in this agreement, upon written notice given to the other party at least one hundred eighty (180) days in advance of the termination.

c. FOR FINANCIAL REASONS: Either party may, at any time, terminate this agreement upon written notice to the other party if either party, in that party's sole discretion, is unable to fulfill its obligations under this agreement due to funding limitations and budget constraints.

d. Upon termination of this agreement, CITY shall have no obligation whatsoever to operate or maintain the PARK, or any of the features associated with the PARK. Any and all such features shall become property of the CITY, and CITY may, at its sole option, elect to remove such features and restore the premises to its original condition, or may keep some or all of such feature, as CITY determines is in its best interests. In the event PCP terminates the agreement, fails to meet the terms and conditions of this agreement, or if PCP fails for any reason to maintain the Park, and the CITY determines to remove any or all of such features, and to restore all or a portion of the LEASED PREMISES to its original condition, PCP shall reimburse CITY for any and all expenses CITY incurs for such removal and restoration. Prior to the CITY taking any steps to remove the BIKE PARK features and restore the property, PCP shall have 45 days following termination of this Agreement to remove the feature and restore the property at its own expense. If PCP does not remove the BIKE PARK

features within 45 days of termination, or, if PCP is unable to complete the removal and restoration within 45 days, then CITY shall commence such removal and restoration, and PCP shall reimburse CITY for CITY'S expenses for such removal and restoration. As used herein, "restoration" shall not require restoration of vegetation that was present prior to the construction of the BIKE PARK, but shall only require PCP to remove the non-soil based features of the BIKE PARK and contour the soil based features to approximate the surrounding terrain. If CITY terminates this agreement for convenience pursuant to paragraph 10.b, then PCP shall have no obligation to reimburse CITY for expenses for removing the bike park features and restoration of that portion of the park.

11. CLOSURE: Either CITY or PCP may, in its discretion, temporarily close the PARK at any time if either party feels that it is in the best interests of public safety to do so or to prevent damage to PARK resources. If either party determines it is necessary to close the PARK, that party shall immediately notify the other party, and the parties shall work cooperatively to determine when to re-open the PARK.

12. LIABILITY: PCP assumes all liability for itself, its agents, its volunteers, its representatives, and employees upon the above described property pursuant to this agreement. PCP agrees to have each of its agents, volunteers, representatives and employees sign liability waivers waiving any claims against the CITY arising from their work on or use of the PARK. PCP shall maintain commercially reasonable general liability insurance with limits of not less than \$500,000, subject to approval by CITY, and CITY shall not unreasonably withhold such approval. PCP shall provide proof of insurance to the CITY, and at such other times as CITY may request.

13. INDEPENDENT CONTRACTOR: The relationship of the parties to this agreement is an independent contractor relationship. PCP has no

authority to act on behalf of CITY in any capacity, and has no authority to bind the CITY to any contract, agreement or any other obligation.

14. IMMUNITY: By entering into this agreement, the CITY does not waive its sovereign immunity or governmental immunity, and does not waive the immunities, defenses and limitations provided under the Wyoming Constitution and Wyoming law, and the CITY expressly reserves the right to assert immunity as a defense to any claim or case arising under this agreement.

15. This agreement shall not be assigned by PCP without the prior, written approval of the Governing Body of the CITY.

16. This agreement contains the entire understanding of the parties and there are no other promises, covenants, assurances or understandings beyond the scope of this written agreement.

PARK COUNTY PEDALERS :

DATE: _____

CITY OF CODY, WYOMING

NANCY TIA BROWN, MAYOR

DATE: _____

ATTEST:

CYNTHIA D. BAKER
ADMINISTRATIVE SERVICES OFFICER

DATE: _____

EXHIBIT A



Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
ADVANCED INFO SYSTEMS							
129162							
13113	CYCLE 1 OUTSOURCE BILLS	06/21/2016	408.37	408.37	07/06/2016		616
13118	CYCLE 2 OUTSOURCE BILLS	06/21/2016	180.03	180.03	07/06/2016		616
Total :			588.40	588.40			
Total 129162:			588.40	588.40			
AIRMED CARE NETWORK							
130049							
063016	Premiums	06/20/2016	330.00	330.00	06/20/2016		616
Total :			330.00	330.00			
Total 130049:			330.00	330.00			
ALEXANDER, JAMIE							
130890							
404920	REC CENTER REFUND	06/20/2016	15.00	15.00	07/06/2016		616
Total :			15.00	15.00			
Total 130890:			15.00	15.00			
ANIXTER, INC.							
130622							
3156084-01	SYSTEM UPGRADE	04/06/2016	90.24	90.24	07/06/2016		616
3168939-00	SAFETY SUPPLIES	04/06/2016	306.36	306.36	07/06/2016		616
3217397-01	Pedestal, secondary API 10x14	06/03/2016	1,027.75	1,027.75	07/06/2016	PEDSEC	616
3235297-00	SYSTEM REPAIR	06/06/2016	98.28	98.28	07/06/2016		616
3235297-02	SYSTEM REPAIR	06/03/2016	372.98	372.98	07/06/2016		616
3235297-03	SYSTEM REPAIR	06/07/2016	82.70	82.70	07/06/2016		616
3235297-04	SYSTEM MAINTENANCE	06/20/2016	117.06	117.06	07/06/2016		616
3246050-00	SYSTEM MAINTENANCE	06/16/2016	167.22	167.22	07/06/2016		616
3246050-01	SYSTEM MAINTENANCE	06/16/2016	617.98	617.98	07/06/2016		616
3251459-00	Elbow, 1/0 strd 200 amp	06/22/2016	649.00	649.00	07/06/2016	ELB1/0200	616
3251459-00	FREIGHT	06/22/2016	7.89	7.89	07/06/2016		616
Total :			3,537.46	3,537.46			
Total 130622:			3,537.46	3,537.46			
BAILEY ENTERPRISES INCORPORATED							
130546							
061616	Unleaded Fuel	06/16/2016	457.01	457.01	07/06/2016		616
061616	Unleaded Fuel	06/16/2016	72.73	72.73	07/06/2016		616
061616	Unleaded Fuel	06/16/2016	1,176.06	1,176.06	07/06/2016		616
061616	Diesel Fuel	06/16/2016	191.41	191.41	07/06/2016		616
061616	Unleaded Fuel	06/16/2016	785.16	785.16	07/06/2016		616
061616	Unleaded Fuel	06/16/2016	40.71	40.71	07/06/2016		616
061616	Diesel Fuel	06/16/2016	99.20	99.20	07/06/2016		616
061616	Unleaded Fuel	06/16/2016	72.92	72.92	07/06/2016		616
061616	Diesel Fuel	06/16/2016	1,026.24	1,026.24	07/06/2016		616
061616	Unleaded Fuel	06/16/2016	347.00	347.00	07/06/2016		616
061616	Unleaded Fuel	06/16/2016	30.31	30.31	07/06/2016		616
061616	Diesel Fuel	06/16/2016	2,212.52	2,212.52	07/06/2016		616
061616	Unleaded Fuel	06/16/2016	117.36	117.36	07/06/2016		616

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
061616	Diesel Fuel	06/16/2016	68.34	68.34	07/06/2016		616
061616	Unleaded Fuel	06/16/2016	161.97	161.97	07/06/2016		616
061616	Diesel Fuel	06/16/2016	121.04	121.04	07/06/2016		616
061616	Unleaded Fuel	06/16/2016	235.81	235.81	07/06/2016		616
061616	Diesel Fuel	06/16/2016	417.85	417.85	07/06/2016		616
061616	Unleaded Fuel	06/16/2016	215.19	215.19	07/06/2016		616
Total :			7,848.83	7,848.83			
Total 130546:			7,848.83	7,848.83			
BLACK HILLS ENERGY							
130509							
061716	UTILITIES	06/17/2016	73.24	73.24	07/06/2016		616
061716	UTILITIES	06/17/2016	169.82	169.82	07/06/2016		616
061716	UTILITIES	06/17/2016	389.57	389.57	07/06/2016		616
061716	UTILITIES	06/17/2016	118.89	118.89	07/06/2016		616
061716	UTILITIES	06/17/2016	30.62	30.62	07/06/2016		616
061716	UTILITIES	06/17/2016	76.00	76.00	07/06/2016		616
061716	UTILITIES	06/17/2016	18.01	18.01	07/06/2016		616
061716	UTILITIES	06/17/2016	53.11	53.11	07/06/2016		616
061716	UTILITIES	06/17/2016	50.44	50.44	07/06/2016		616
Total :			979.70	979.70			
Total 130509:			979.70	979.70			
BLANKENSHIP QUALITY CONCRETE LLC							
1320							
969	CONCRETE - BECK AVE	06/22/2016	16,269.00	16,269.00	07/06/2016		616
969	CONCRETE - BECK AVE	06/22/2016	626.99	626.99	07/06/2016		616
Total :			16,895.99	16,895.99			
Total 1320:			16,895.99	16,895.99			
BORDER STATES INDUSTRIES, INC							
1420							
911366104	Elbow, 4/0 strd 200 amp	06/10/2016	386.04	386.04	07/06/2016	ELB4/0200	616
Total :			386.04	386.04			
Total 1420:			386.04	386.04			
CAMPBELL, ELIZABETH							
130893							
14090510	UTILITY DEPOSIT REFUND	06/20/2016	115.14	115.14	07/06/2016		616
Total :			115.14	115.14			
Total 130893:			115.14	115.14			
CITY OF CODY							
2260							
062316	Utilities	06/23/2016	1,457.35	1,457.35	07/06/2016		616
062316	Utilities	06/23/2016	7,149.70	7,149.70	07/06/2016		616
062316	Utilities	06/23/2016	1,887.97	1,887.97	07/06/2016		616
062316	Utilities	06/23/2016	3,191.08	3,191.08	07/06/2016		616

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
062316	Utilities	06/23/2016	9,573.23	9,573.23	07/06/2016		616
062316	Utilities	06/23/2016	1,095.07	1,095.07	07/06/2016		616
062316	Utilities	06/23/2016	282.06	282.06	07/06/2016		616
062316	Utilities	06/23/2016	472.96	472.96	07/06/2016		616
062316	Utilities	06/23/2016	10,198.48	10,198.48	07/06/2016		616
062316	Utilities	06/23/2016	13,294.13	13,294.13	07/06/2016		616
062316	Utilities	06/23/2016	500.64	500.64	07/06/2016		616
062316	Utilities	06/23/2016	1,871.98	1,871.98	07/06/2016		616
062316	Utilities	06/23/2016	86.71	86.71	07/06/2016		616
062316	Utilities	06/23/2016	2,335.70	2,335.70	07/06/2016		616
14898	REPAIR DAMAGED POWER PO	06/24/2016	746.65	746.65	07/06/2016		616
Total :			54,143.71	54,143.71			
Total 2260:			54,143.71	54,143.71			
2261							
062716	BATTERIES	06/27/2016	18.99	18.99	07/06/2016		616
062716	TITLE & PLATES	06/27/2016	17.00	17.00	07/06/2016		616
062716	W2 FORMS	06/27/2016	40.00	40.00	07/06/2016		616
062716	TITLE & PLATES	06/27/2016	15.00	15.00	07/06/2016		616
062716	CELL PHONE	06/27/2016	1.00	1.00	07/06/2016		616
062716	OFFICE SUPPLIES	06/27/2016	19.98	19.98	07/06/2016		616
062716	TITLE & PLATES	06/27/2016	20.00	20.00	07/06/2016		616
062716	MILEAGE REIMBURSEMENT	06/27/2016	7.99	7.99	07/06/2016		616
062716	NOTARY BOND RECORDING	06/27/2016	18.00	18.00	07/06/2016		616
062716	PETTY CASH	06/27/2016	2.38	2.38	07/06/2016		616
Total :			160.34	160.34			
Total 2261:			160.34	160.34			
CODY CAB LLC							
129079							
062416	TIPSY TAXI PROGRAM	06/24/2016	308.00	308.00	07/06/2016		616
Total :			308.00	308.00			
Total 129079:			308.00	308.00			
CRISIS INTERVENTION SERVICE							
3290							
062216	COMMUNITY FUNDING ALLOCA	06/22/2016	750.00	750.00	07/06/2016		616
Total :			750.00	750.00			
Total 3290:			750.00	750.00			
DEPT OF FAMILY SERVICES							
125899							
060816	BACKGROUND CHECKS - REC	06/08/2016	20.00	20.00	07/06/2016		616
Total :			20.00	20.00			
Total 125899:			20.00	20.00			
ENGINEERING ASSOCIATES							

	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
4140	3606088	SEWER LAGOON PROJECT	06/23/2016	44,216.10	44,216.10	07/06/2016		616
	Total :			44,216.10	44,216.10			
	Total 4140:			44,216.10	44,216.10			
FERGUSON WATERWORKS								
127653								
	0631242	SENSUS METER READING EQU	06/13/2016	7,842.00	7,842.00	07/06/2016		616
	0631242-1	SENSUS SOFTWARE UPGRADE	06/13/2016	3,914.00	3,914.00	07/06/2016		616
	Total :			11,756.00	11,756.00			
	Total 127653:			11,756.00	11,756.00			
FORWARD CODY WYOMING, INC								
127450								
	GS-000182 DD	GUNSMITH GRANT DDR #3	06/24/2016	8,948.00	8,948.00	07/06/2016		616
	Total :			8,948.00	8,948.00			
	Total 127450:			8,948.00	8,948.00			
FRANDSON SAFETY, INC.								
130638								
	63497	SINGLE GAS MONITOR CALIBR	04/15/2016	10.00	10.00	07/06/2016		616
	63838	SINGLE GAS MONITOR CALIBR	05/12/2016	10.00	10.00	07/06/2016		616
	Total :			20.00	20.00			
	Total 130638:			20.00	20.00			
GARCIA, BEATRIZ								
130894								
	20050017	REFUND UTILITY DEPOSIT	06/20/2016	166.67	166.67	07/06/2016		616
	Total :			166.67	166.67			
	Total 130894:			166.67	166.67			
GENERAL DISTRIBUTING COMPANY								
130682								
	00436480	CO2	05/18/2016	150.00	150.00	07/06/2016		616
	Total :			150.00	150.00			
	Total 130682:			150.00	150.00			
HAMBY, BOONE								
130896								
	13056014	UTILITY DEPOSIT REFUND	06/23/2016	162.20	162.20	07/06/2016		616
	Total :			162.20	162.20			
	Total 130896:			162.20	162.20			

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
HARRIS TRUCKING AND CONSTRUCTION CO.							
4780							
127889	MONUMENT WATER MAIN	06/08/2016	13,581.00	13,581.00	07/06/2016		616
127949	MONUMENT WATER MAIN	06/11/2016	22,689.28	22,689.28	07/06/2016		616
127965	ASPHALT - 16TH ST	06/11/2016	3,415.68	3,415.68	07/06/2016		616
Total :			39,685.96	39,685.96			
Total 4780:			39,685.96	39,685.96			
HEARTLAND PAPER COMPANY							
128769							
262590-0	CLEANING SUPPLIES	06/01/2016	110.28	110.28	07/06/2016		616
262614-0	CLEANING SUPPLIES	06/07/2016	126.38	126.38	07/06/2016		616
263040-0	CLEANING SUPPLIES	06/20/2016	97.78	97.78	07/06/2016		616
271029-0	CLEANING SUPPLIES	06/22/2016	793.46	793.46	07/06/2016		616
Total :			1,127.90	1,127.90			
Total 128769:			1,127.90	1,127.90			
HOUSEL, JOHN O.							
127605							
061416	MUNICIPAL COURT JUDGE	06/14/2016	183.00	183.00	07/06/2016		616
Total :			183.00	183.00			
Total 127605:			183.00	183.00			
JENSEN PLUMBING							
129455							
7054	LOCKER ROOM SHOWER REPA	06/09/2016	75.00	75.00	07/06/2016		616
7062	CHAMBER BATHROOM REPAIR	06/19/2016	120.00	120.00	07/06/2016		616
Total :			195.00	195.00			
Total 129455:			195.00	195.00			
JUBY'S MOBILE HOME PARK							
130654							
14508021	REFUND UTILITY DEPOSIT	06/20/2016	139.80	139.80	07/06/2016		616
Total :			139.80	139.80			
Total 130654:			139.80	139.80			
KNAPP, RANDY							
130889							
10123828	UTILITY DEPOSIT REFUND	06/17/2016	287.77	287.77	07/06/2016		616
Total :			287.77	287.77			
Total 130889:			287.77	287.77			
LARSEN, BEN							
130891							
404881	REC CENTER REFUND	06/20/2016	200.00	200.00	07/06/2016		616

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
Total :			200.00	200.00			
Total 130891:			200.00	200.00			
LAW OFFICE OF ALEX H. SITZ III INC							
129379							
17057	COURT APPOINTED ATTORNEY	06/20/2016	238.99	238.99	07/06/2016		616
Total :			238.99	238.99			
Total 129379:			238.99	238.99			
LINCOLN-OAKES NURSERIES							
129369							
013785	TREES	06/20/2016	220.35	220.35	07/06/2016		616
Total :			220.35	220.35			
Total 129369:			220.35	220.35			
MIDWEST ENTERPRISES							
6650							
32906	FENCE INSTALLATION & REPAI	06/15/2016	1,380.00	1,380.00	07/06/2016		616
Total :			1,380.00	1,380.00			
Total 6650:			1,380.00	1,380.00			
MORRIS EXCAVATION, LLC							
129959							
5719	CONCRETE REMOVAL	06/03/2016	880.00	880.00	07/06/2016		616
Total :			880.00	880.00			
Total 129959:			880.00	880.00			
MOTOROLA SOLUTIONS, INC.							
6840							
13115377	MOBILE RADIO	06/16/2016	4,893.25	4,893.25	07/06/2016		616
Total :			4,893.25	4,893.25			
Total 6840:			4,893.25	4,893.25			
NORTH PARK TRANSPORTATION							
7330							
52068255	SHIPPING - N LIFT STATION PU	05/17/2016	185.54	185.54	07/06/2016		616
Total :			185.54	185.54			
Total 7330:			185.54	185.54			
NORTHWEST PIPE							
7400							
1616755-2	CITY PARK	06/13/2016	85.61	85.61	07/06/2016		616
1651400	PARKS SHOP WATER TAP	06/20/2016	812.16	812.16	07/06/2016		616
1651404	PARKS SHOP WATER TAP	06/22/2016	375.00	375.00	07/06/2016		616

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
Total :			1,272.77	1,272.77			
Total 7400:			1,272.77	1,272.77			
PARK COUNTY SCHOOL DIST #6							
8970							
062116	FACILITY RENTAL WAM CONVE	06/21/2016	4,112.00	4,112.00	07/06/2016		616
Total :			4,112.00	4,112.00			
Total 8970:			4,112.00	4,112.00			
PLAN ONE ARCHITECTS							
7980							
1603-3	CODY CUPBOARD	06/15/2016	11,025.00	11,025.00	07/06/2016		616
Total :			11,025.00	11,025.00			
Total 7980:			11,025.00	11,025.00			
PROFFITS LAWN CARE							
128647							
3647	MOWING	06/13/2016	380.00	380.00	07/06/2016		616
3726	MOWING	06/21/2016	160.00	160.00	07/06/2016		616
Total :			540.00	540.00			
Total 128647:			540.00	540.00			
PUBLIC ENGINES, INC.							
129700							
23377	CRIME REPORTS - ANNUAL SU	06/01/2016	3,576.00	3,576.00	07/06/2016		616
Total :			3,576.00	3,576.00			
Total 129700:			3,576.00	3,576.00			
QUALITY ASPHALT PAVING, INC							
125010							
1541	ASPHALT LAYDOWN - 16TH ST	06/09/2016	4,721.25	4,721.25	07/06/2016		616
Total :			4,721.25	4,721.25			
Total 125010:			4,721.25	4,721.25			
ROCKY MOUNTAIN POWER							
7570							
061616	UTILITIES	06/16/2016	27.34	27.34	07/06/2016		616
061616	UTILITIES	06/16/2016	187.12	187.12	07/06/2016		616
Total :			214.46	214.46			
Total 7570:			214.46	214.46			
SAY WHERE STORAGE							
130576							
4537	PARK SHOP RENOVATION STO	06/10/2016	225.00	225.00	07/06/2016		616

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
Total :			225.00	225.00			
Total 130576:			225.00	225.00			
SCHWANTES, PENNY							
130895							
405385	REC CENTER REFUND	06/21/2016	18.00	18.00	07/06/2016		616
Total :			18.00	18.00			
Total 130895:			18.00	18.00			
SMITH, GARY							
130892							
404906	REC CENTER REFUND	06/20/2016	160.00	160.00	07/06/2016		616
Total :			160.00	160.00			
Total 130892:			160.00	160.00			
SQUAD ROOM EMBLEMS							
9460							
042516	BADGE PATCHES - SUPPLIES	06/14/2016	538.68	538.68	07/06/2016		616
Total :			538.68	538.68			
Total 9460:			538.68	538.68			
THE OFFICE SHOP INC							
7440							
36792	COPIER CONTRACT - REC CEN	06/02/2016	2,624.31	2,624.31	07/06/2016		616
36793	COPIER CONTRACT - SHOP	06/02/2016	32.86	32.86	07/06/2016		616
Total :			2,657.17	2,657.17			
Total 7440:			2,657.17	2,657.17			
UNUM LIFE INS - LTD							
127843							
053116	LONG TERM DISABILITY - PRE	06/20/2016	2,920.63	2,920.63	06/20/2016		616
Total :			2,920.63	2,920.63			
Total 127843:			2,920.63	2,920.63			
VOLMER, KATHERINE							
130897							
405613	REC CENTER REFUND	06/22/2016	50.00	50.00	07/06/2016		616
Total :			50.00	50.00			
Total 130897:			50.00	50.00			
WESCO RECEIVABLES CORP							
10480							
850161	Luminaire LED Beta	06/17/2016	929.40	929.40	07/06/2016	LTSTLED	616

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
Total :			929.40	929.40			
Total 10480:			929.40	929.40			
WESTERN UNITED ELECTRIC SUPPLY							
10605							
4081800	Xfmr 3ph 500 kVA URD 480Y/277	06/20/2016	9,792.63	9,792.63	07/06/2016	TRF5003U27/48	616
Total :			9,792.63	9,792.63			
Total 10605:			9,792.63	9,792.63			
WILD WEST CONSTRUCTION							
10615							
061416	MONUMENT MAIN REPLACEME	06/16/2016	5,317.80	5,317.80	07/06/2016		616
Total :			5,317.80	5,317.80			
Total 10615:			5,317.80	5,317.80			
WILLIAMS, MOSHE							
130898							
4225040	UTILITY DEPOSIT REFUND	06/27/2016	103.57	103.57	07/06/2016		616
Total :			103.57	103.57			
Total 130898:			103.57	103.57			
WOLZ, STAN							
128339							
060616-1	REIMBURSE EXPENSE SIDEWA	06/06/2016	115.77	115.77	07/06/2016		616
Total :			115.77	115.77			
Total 128339:			115.77	115.77			
WYOMING FIRE SAFETY, LC							
10830							
061316	Fire Extinguisher Maintenance	06/13/2016	6.00	6.00	07/06/2016		616
061316	Fire Extinguisher Maintenance	06/13/2016	153.00	153.00	07/06/2016		616
061316	Fire Extinguisher Maintenance	06/13/2016	380.00	380.00	07/06/2016		616
061316	Fire Extinguisher Maintenance	06/13/2016	18.00	18.00	07/06/2016		616
061316	Fire Extinguisher Maintenance	06/13/2016	290.00	290.00	07/06/2016		616
061316	Fire Extinguisher Maintenance	06/13/2016	100.00	100.00	07/06/2016		616
061316	Fire Extinguisher Maintenance	06/13/2016	107.00	107.00	07/06/2016		616
061316	Fire Extinguisher Maintenance	06/13/2016	117.00	117.00	07/06/2016		616
061316	Fire Extinguisher Maintenance	06/13/2016	117.00	117.00	07/06/2016		616
061316	Fire Extinguisher Maintenance	06/13/2016	163.00	163.00	07/06/2016		616
Total :			1,451.00	1,451.00			
Total 10830:			1,451.00	1,451.00			
WYOMING PEACE OFFICERS ASSC.							
127646							
2016	WASCOP DUES	06/15/2016	200.00	200.00	07/06/2016		616

<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Net Invoice Amount</u>	<u>Amount Paid</u>	<u>Date Paid</u>	<u>Inventory Number</u>	<u>GL Period</u>
Total :			<u>200.00</u>	<u>200.00</u>			
Total 127646:			<u>200.00</u>	<u>200.00</u>			
Grand Totals:			<u>251,056.27</u>	<u>251,056.27</u>			
			Payroll <u>256,834.36</u>				
			Total <u>510,962.90</u>				

Report Criteria:

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

**STATE OF WYOMING
STATE LOAN AND INVESTMENT BOARD
INFRASTRUCTURE FINANCING**

APPLICATION

Applicant:

City of Cody

Mailing Address:

PO Box 2200 1338 Rumsey Ave.

City:

Cody

State:

Wyoming

E-mail Address:

cindyb@cityofcody.com

Phone No.:

(307) 527-7511

Fax No.:

(307) 527-6532

Applicant's Tax I.D. Number:

83-6000052

Project Name: City Hall Application Server

Date:

06/27/2016

Contact Person:

Cindy Baker, ASO

Zip:

82414

E-mail Address:

cindyb@cityofcody.com

Phone No.:

(307) 527-7511

Population:

9520

County: Park

Project Description:

The server controls both the Symantec Endpoint Protection Manager (i.e. antivirus system) and Ubiquiti UniFi controller (i.e. Wi-Fi system) at City Hall. Because this server controls two separate, resource-intensive roles, both systems would benefit from a new server with more sufficient hardware resources and specifications. The current server's antiquated operating system is a primary concern as support is to end in 2017.

Applicants submitting multiple applications must establish priority ranking:

Priority # 1 of 1

List all Funding Sources for the project:

Funding Source (if approved, list grant or loan number)	Amount	Status Pending	Amount Approved	Expended (approved funding expended)
County Wide Consensus	\$5,000.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Estimated total project cost:

\$5,000.00

Balance of Project incomplete:

\$5,000.00

Amount of grant funds requested:

\$5,000.00

Reimbursement Rate: 100.00%

Office of State Lands and Investments - Government Grants and Loans

Application Summary Form

Date: June 26, 2015

ADDITIONAL INFORMATION PROVIDED BY THE APPLICANT

APPLICANT: City of Cody

NAME OF PROJECT: City Hall Application Server

This server controls both the Symantec Endpoint Protection manager and Ubiquiti UniFi controller at City Hall. Because this server controls two separate, resource-intensive roles, both systems would benefit from a new server with more sufficient hardware resources and specifications. The current server's antiquated operating system is primary concern as support is to end in 2017.

The City has a very austere budget and cannot fund this extremely important piece of equipment without the use of consensus funds. The equipment has been budgeted for this year.

It is anticipated that the equipment and software will cost approximately \$5,000.

Statement of Feasibility:

I, Cynthia Baker, Administrative Services Officer, have personally prepared and/or reviewed the information included in this application and have concluded that this project is the most technologically feasible option based on the date in this application.

Cynthia Baker

**STATE OF WYOMING
STATE LOAN AND INVESTMENT BOARD
INFRASTRUCTURE FINANCING**

APPLICATION

Applicant:

City of Cody

Mailing Address:

PO Box 2200 1338 Rumsey Ave.

City:

Cody

State:

Wyoming

E-mail Address:

cindyb@cityofcody.com

Phone No.:

(307) 527-7511

Fax No.:

(307) 527-6532

Applicant's Tax I.D. Number:

83-6000052

Date:

06/27/2016

Contact Person:

Cindy Baker, ASO

Zip:

82414

E-mail Address:

cindyb@cityofcody.com

Phone No.:

(307) 527-7511

Population:

9520

County: Park

Project Name: Recreation Center Primary Domain Controller

Project Description:

The server runs the back-end network domain for all Windows computers at the Recreation Center. It is critical to all network functions, & without this server, we would no longer have user-specific permissions or individual accounts. This server is also responsible for pushing out security updates and patches to all computers at this location. The current server's antiquated operating system is a primary concern as support is to end in 2017.

Applicants submitting multiple applications must establish priority ranking:

Priority # 1 of 1

List all Funding Sources for the project:

Funding Source (If approved, list grant or loan number)	Amount	Status Pending	Amount Approved	Expended (approved funding expended)
County Wide Consensus	\$6,000.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Estimated total project cost:

\$6,000.00

Balance of Project incomplete:

\$6,000.00

Amount of grant funds requested:

\$6,000.00

Reimbursement Rate: 100.00%

Office of State Lands and Investments - Government Grants and Loans

Application Summary Form

Date: June 26, 2015

ADDITIONAL INFORMATION PROVIDED BY THE APPLICANT

APPLICANT: City of Cody

NAME OF PROJECT: Recreation Center Primary Domain Server

This server runs the back-end network domain for all windows computers at the Recreation Center. It is critical to all network functions, & without this server, we would no longer have user-specific permissions or individual accounts. It is also responsible for pushing out security updates and patches to all computers on the Rec Center's network. The current server's antiquated operating system is a primary concern as support is to end in 2017.

The City has a very austere budget and cannot fund this extremely important piece of equipment without the use of consensus funds. The equipment has been budgeted for this year.

It is anticipated that the equipment and software will cost approximately \$6,000.

Statement of Feasibility:

I, Cynthia Baker, Administrative Services Officer, have personally prepared and/or reviewed the information included in this application and have concluded that this project is the most technologically feasible option based on the data in this application.

Cynthia Baker

**STATE OF WYOMING
STATE LOAN AND INVESTMENT BOARD
INFRASTRUCTURE FINANCING**

APPLICATION

Applicant:

City of Cody

Mailing Address:

PO Box 2200 1338 Rumsey Ave.

City:

Cody

State:

Wyoming

E-mail Address:

cindyb@cityofcody.com

Phone No.:

(307) 527-7511

Fax No.:

(307) 527-6532

Applicant's Tax I.D. Number:

83-6000052

Date:

06/27/2016

Contact Person:

Cindy Baker, ASO

Zip:

82414

E-mail Address:

cindyb@cityofcody.com

Phone No.:

(307) 527-7511

Population:

9520

County: Park

Project Name: Recreation Center Secondary Domain Controller

Project Description:

The server jointly runs the back-end network domain for all Windows computers at the Recreation Center. It is critical to all network functions, & without this server, we would no longer have user-specific permissions or individual accounts. The current server's antiquated operating system is a primary concern as support is to end in 2017.

Applicants submitting multiple applications must establish priority ranking:

Priority # 1 of 1

List all Funding Sources for the project:

Funding Source (if approved, list grant or loan number)	Amount	Status Pending	Amount Approved	Expended (approved funding expended)
County Wide Consensus	\$5,000.00	✓		

Estimated total project cost:

\$5,000.00

Balance of Project incomplete:

\$5,000.00

Amount of grant funds requested:

\$5,000.00

Reimbursement Rate: 100.00%

**STATE OF WYOMING
STATE LOAN AND INVESTMENT BOARD
INFRASTRUCTURE FINANCING**

APPLICATION

Applicant:

City of Cody

Mailing Address:

PO Box 2200 1338 Rumsey Ave.

City:

Cody

State:

Wyoming

E-mail Address:

spayne@cityofcody.com

Phone No.:

(307) 527-7511

Fax No.:

(307) 527-6532

Applicant's Tax I.D. Number:

83-6000052

Project Name: Sign Printer

Date:

04/17/2015

Contact Person:

Stephen W Payne, Dir of Public Works

Zip:

82414

E-mail Address:

spayne@cityofcody.com

Phone No.:

(307) 527-7511

Population:

9520

County: Park

Project Description:

The City of Cody is responsible for signing streets, intersections, parking restrictions, etc. The City's existing sign printer no longer has technical support, is difficult to get parts for when broken and is essentially non-functional. All associated costs for a new sign printer are as attached.

Applicants submitting multiple applications must establish priority ranking:

Priority # 1 of 1

List all Funding Sources for the project:

Funding Source (if approved, list grant or loan number)	Amount	Status Pending	Amount Approved	Expended (approved funding expended)
County Wide Consensus	\$12,495.00	✓		

Estimated total project cost:

\$12,495.00

Balance of Project incomplete:

\$12,495.00

Amount of grant funds requested:

\$12,495.00

Reimbursement Rate: 100.00%

(Each invoice will be reimbursed at the rate above)



Quote #: KG-051716-1

Quotation

City of Cody
 Prepared for Kylie Hanson
 PH: (307) 587-2958
kylieh@cityofcody.com
 120 19th St.
 Cody, WY 82414
 Tuesday, May 17, 2016

Line No	Item Description	Unit Cost	Quantity	Extended Cost
1.	SignCAD – sign design software <ul style="list-style-type: none"> <i>StreetSIGN Module</i> Allows large quantities of signs to be created using input from text files into sign templates. (Note 1 – see below)	\$2,800.00	1	\$2,800.00
2.	SignCAM – sign manufacturing software <ul style="list-style-type: none"> Cuts directly from within SignCAD – no conversion required. Includes quantity takeoffs, Graphtec cutter driver, automatic raster to vector conversion. <i>Requires SignCAD.</i> (Note 1 – see below)	\$2,200.00	1	\$2,200.00
3.	Graphtec FC8600-130 VIP 54" Cutter Max. cutting area – 54 in x 164 ft Max. Compatible film width – 2.9 in to 60.2 in. Max. cutting speed – 58.5 in/sec. Max. cutting force – 600g (Note 2 – see below)	\$5,995.00 -\$1,000.00 for 42"	1	\$5,995.00 -\$1,000.00 for 42"
4.	Shipping on cutter	\$200.00	1	\$200.00
5.	1-day On-Site Installation & Training <ul style="list-style-type: none"> <i>Cutter installation</i> <i>Training on SignCAD/SignCAM software</i> 	\$2,300.00	1	\$2,300.00
TOTAL (lines 1-5)				\$13,495.00

Note 1 – Included with SignCAD and SignCAM are the following items: 42" \$12,495.00

- Phone and e-mail support throughout one-year warranty period.
- Free software updates as they become available, throughout one-year warranty period.

Minimum System Requirements:

- 1 GB RAM
- Windows 7, 8 & 10

Note 2 – Graphtec FC8600-130 VIP 54" Cutter:

The Graphtec FC8600-130 VIP is a cutter designed for cutting all grades of traffic material including 3M Diamond Grade. This model includes heavy-duty heads for more pressure, extra rollers for material holding power and custom heavy-duty blades for production cutting of prismatic materials. This machine carries a 3-year manufacturer's warranty from Western Graphtec.

Terms: Due at time of order. \$200.00 discount if paid with a credit card at time of order.

Please submit all correspondence to:

SignCAD Systems, Inc.
 10590 Wayzata Blvd, Suite 230
 Minnetonka, MN 55305

Phone: (952) 544-9559, Fax: 952-544-9561
 Vendor Tax ID # 41-1829616

Submitted by:

Kara Goodwin
 SignCAD Systems, Inc.

**STATE OF WYOMING
STATE LOAN AND INVESTMENT BOARD
INFRASTRUCTURE FINANCING**

APPLICATION

Applicant:

City of Cody

Mailing Address:

PO Box 2200 1338 Rumsey Ave.

City:

Cody

State:

Wyoming

E-mail Address:

spayne@cityofcody.com

Phone No.:

(307) 527-7511

Fax No.:

(307) 527-6532

Applicant's Tax I.D. Number:

83-6000052

Date:

06/27/2016

Contact Person:

Stephen W Payne, Dir of Public Works

Zip:

82414

E-mail Address:

spayne@cityofcody.com

Phone No.:

(307) 527-7511

Population:

9520

County: Park

Project Name: Heart Mountain Traffic Signal Upgrades

Project Description:

The City of Cody is responsible for the operation and maintenance of a single traffic signal within the City of Cody. The City has a contract with WYDOT to assist with the aforementioned responsibilities. WYDOT has asked the City to update our software and inner working of the traffic signal. All associated costs for the upgrade are as attached.

Applicants submitting multiple applications must establish priority ranking:

Priority # 1 of 1

List all Funding Sources for the project:

Funding Source <small>(if approved, list grant or loan number)</small>	Amount	Status <small>Pending</small>	Amount <small>Approved</small>	Expended <small>(approved funding expended)</small>
County Wide Consensus	\$11,378.00	✓		

Estimated total project cost:

\$11,378.00

Balance of Project incomplete:

\$11,378.00

Amount of grant funds requested:

\$11,378.00

Reimbursement Rate: 100.00%

**STATE OF WYOMING
STATE LOAN AND INVESTMENT BOARD
INFRASTRUCTURE FINANCING**

APPLICATION

Applicant:

City of Cody

Mailing Address:

PO Box 2200 1338 Rumsey Ave.

City:

Cody

State:

Wyoming

E-mail Address:

spayne@cityofcody.com

Phone No.:

(307) 527-7511

Fax No.:

(307) 527-6532

Applicant's Tax I.D. Number:

83-6000052

Project Name: Beck Ave. - 17th to 19th

Date:

06/27/2016

Contact Person:

Stephen W Payne, Dir of Public Works

Zip:

82414

E-mail Address:

spayne@cityofcody.com

Phone No.:

(307) 527-7511

Population:

9520

County: Park

Project Description:

Beck Ave. is a Major Collector for the City of Cody. The road is exhibiting several signs of deterioration; rutting, shoving, thermal cracking, utility cuts patches and alligator cracking and other signs of substructure failure. It is the desire of the City to complete a full depth reconstruction of the roadway. The City will provide all the sub-base, base, and labor for the project, but is seeking funding to cover the cost of asphalt.

Applicants submitting multiple applications must establish priority ranking:

Priority # 1 **of** 1

List all Funding Sources for the project:

Funding Source (if approved, list grant or loan number)	Amount	Status		Expended (approved funding expended)
		Pending	Approved	
County Wide Consensus	\$65,597.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	

Estimated total project cost:

\$65,597.00

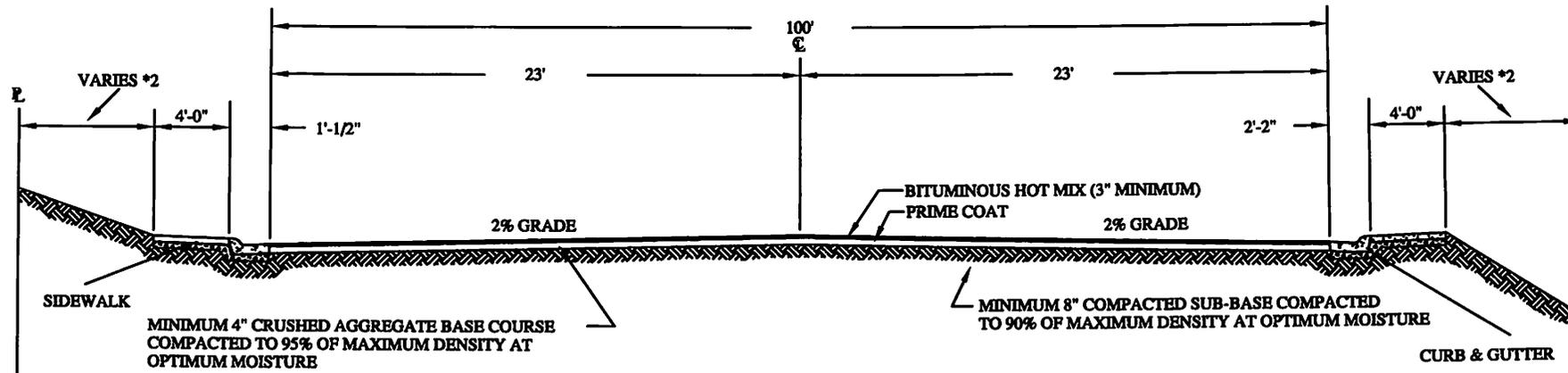
Balance of Project incomplete:

\$65,597.00

Amount of grant funds requested:

\$65,597.00

Reimbursement Rate: 100.00%



TYPICAL HOT MIX SECTION

*1 DISTANCE FROM PROPERTY LINE (P) TO BACK OF SIDEWALK VARIES DEPENDING UPON THE WIDTH OF THE AVAILABLE RIGHT-OF-WAY AND THE STREET CLASSIFICATION, SEE CITY OF CODY MASTER STREET PLAN.

17TH STREET

SCALE: 1"=60'

BECKA AVENUE

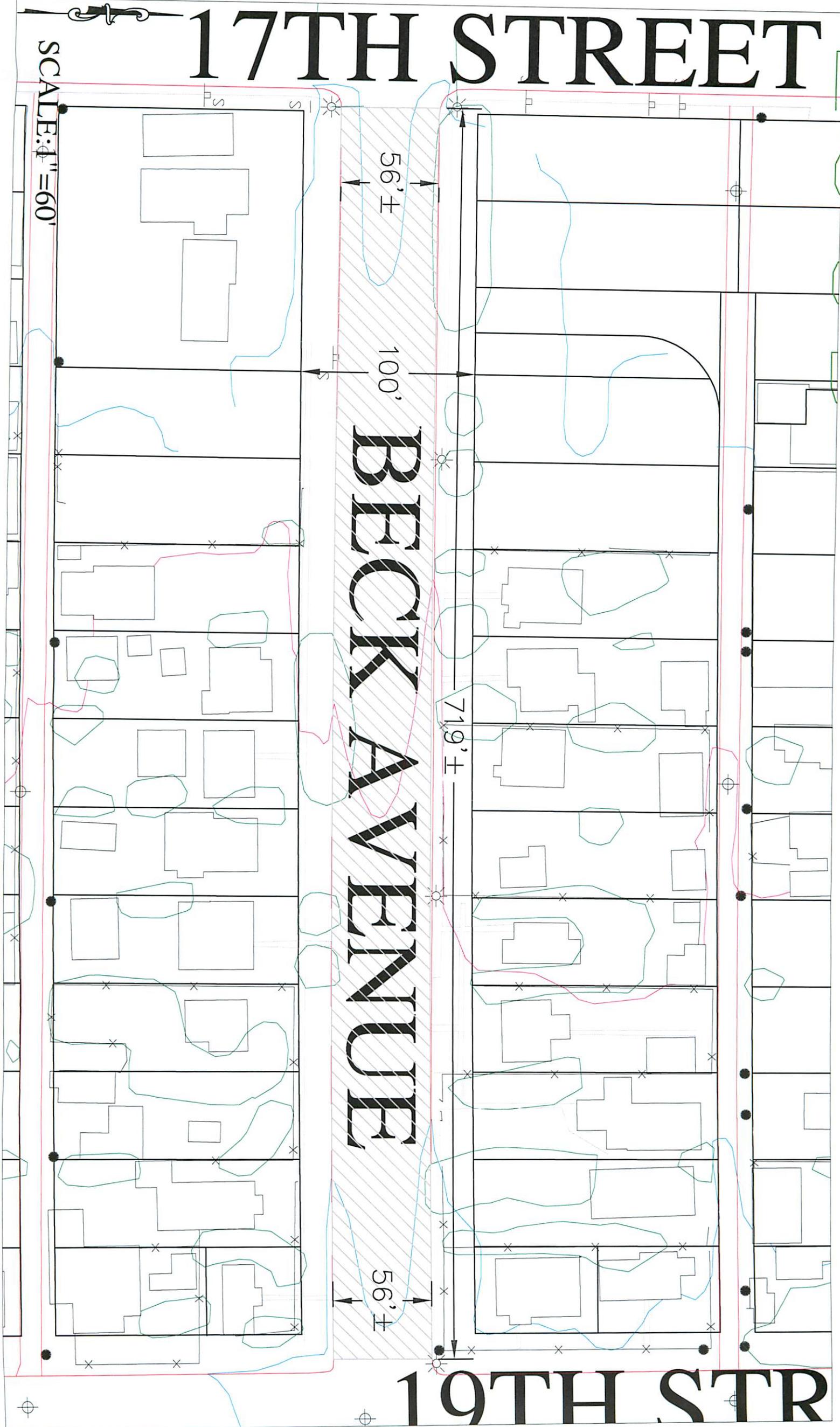
19TH STR

56'±

100'

719'±

56'±



Street Questionnaire

Background: W.S. 9-4-604 (a) requires a written review by an appropriate state agency of all Mineral Royalty Grant requests. The Wyoming Department of Transportation (WYDOT) reviews street and road projects. WYDOT has developed this questionnaire to assist in its review of these applications. **Applicants are to submit this questionnaire as part of your application for Mineral Royalty Grant funds.**

Please complete the following items to the best of your ability. Provide preliminary project information used to develop your cost estimate. Provide a sketch or drawing similar to the cross section examples in the back of this questionnaire, or use the urban/rural cross section samples provided and edit accordingly. (Attach additional pages if needed, **must be legal size**)

PROJECT INFORMATION

1. Provide a typical cross section(s) showing thickness, pavement widths, roadway lengths and surfacing materials. See example attached.
2. Briefly, describe below the number and types of drainage facilities such as culverts, storm sewer or sanitary sewer including the number of barrels, size, length, culvert type and outlet protection.

No new drainage facilities are anticipated. Drainage is controlled by existing curb and gutter and inlet basins.

3. If a bridge is part of this project, briefly describe below the structures in this project including back to back abutment length, bridge roadway width, total bridge width, and structure type, including material of construction.

No bridge is anticipated.

4. If a retaining wall is part of this project, provide a summary of the project item including height, length, width, type of wall, and material of construction.

No retaining walls are anticipated as a part of this project.

5. Briefly, describe below miscellaneous items including mobilization, bonding, traffic control, seeding and reclamation items.

All work is contemplated to be completed by City crews. There will be no mobilization or bonding fees. The City will provide the traffic control which will include signs prohibiting certain turning movements, barricades, message and sign board, cones, etc. This is a full depth roadway re-construction, but work is confined to between existing curbing and no seeding or reclamation is anticipated.

6. Provide the following requested information involving right of way and utilities:

A. Is there any involvement with existing right of way or utilities? Yes No
If yes, have the existing right of way and utilities been cleared? Yes No

B. Is there any additional right of way needed? Yes No

C. Is the existing right of way under public domain? Yes No

D. If the existing right of way is under the public domain, was it legally taken onto a public road system? (Documentation of this action may be requested)
Yes No

E. Is there any utility relocation involved with this project? Yes No

**STATE OF WYOMING
STATE LOAN AND INVESTMENT BOARD
INFRASTRUCTURE FINANCING**

APPLICATION

Applicant:

City of Cody

Mailing Address:

PO Box 2200 1338 Rumsey Ave.

City:

Cody

State:

Wyoming

E-mail Address:

spayne@cityofcody.com

Phone No.:

(307) 527-7511

Fax No.:

(307) 527-6532

Applicant's Tax I.D. Number:

83-6000052

Project Name: Blackburn Overlay Project - Cougar to Big Horn Ave.

Date:

06/27/2016

Contact Person:

Stephen W Payne, Dir of Public Works

Zip:

82414

E-mail Address:

spayne@cityofcody.com

Phone No.:

(307) 527-7511

Population:

9520

County: Park

Project Description:

Blackburn Ave. overlay from Cougar to Big Horn Ave. Blackburn Ave. is a primary corridor road. The road is exhibiting several signs of deterioration; slight rutting, shoving, and thermal cracking. It is the desire of the City to treat the roadway surface with an overlay treatment before the road deteriorates any further.

Applicants submitting multiple applications must establish priority ranking:

Priority # 1 of 1

List all Funding Sources for the project:

Funding Source (if approved, list grant or loan number)	Amount	Status Pending	Amount Approved	Expended (approved funding expended)
County Wide Consensus	\$39,721.00	✓		

Estimated total project cost:

\$39,721.00

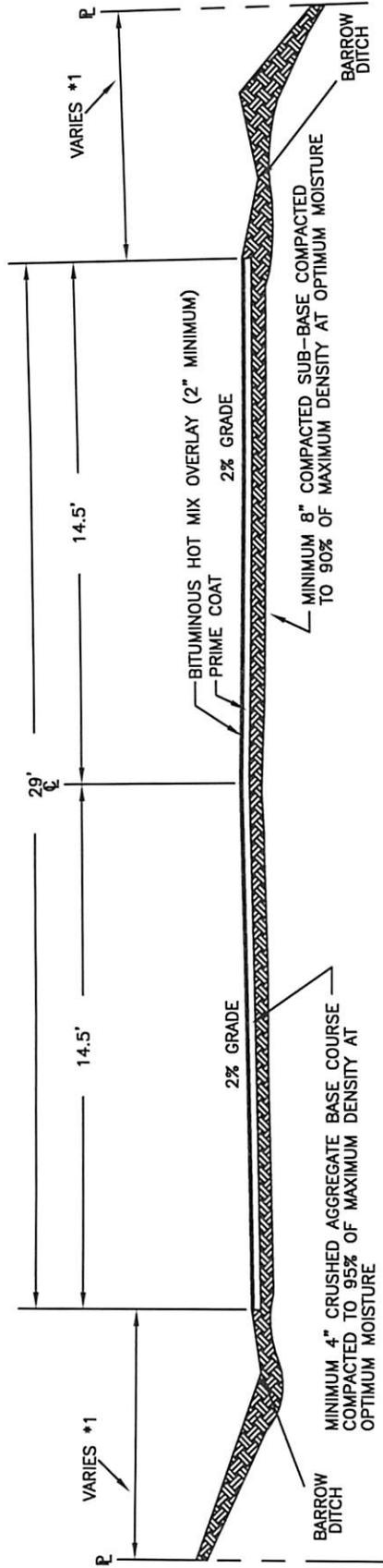
Balance of Project incomplete:

\$39,721.00

Amount of grant funds requested:

\$39,721.00

Reimbursement Rate: 100.00%



TYPICAL HOT MIX SECTION

*1 DISTANCE FROM PROPERTY LINE (P) TO EDGE OF PAVEMENT VARIES DEPENDING UPON THE WIDTH OF THE AVAILABLE RIGHT-OF-WAY AND THE STREET CLASSIFICATION, SEE CITY OF CODY MASTER STREET PLAN.

SCALE: 1"=100'

COUGAR AVENUE

PIONEER AVENUE

BLACKBURN STREET

BIG HORN AVENUE

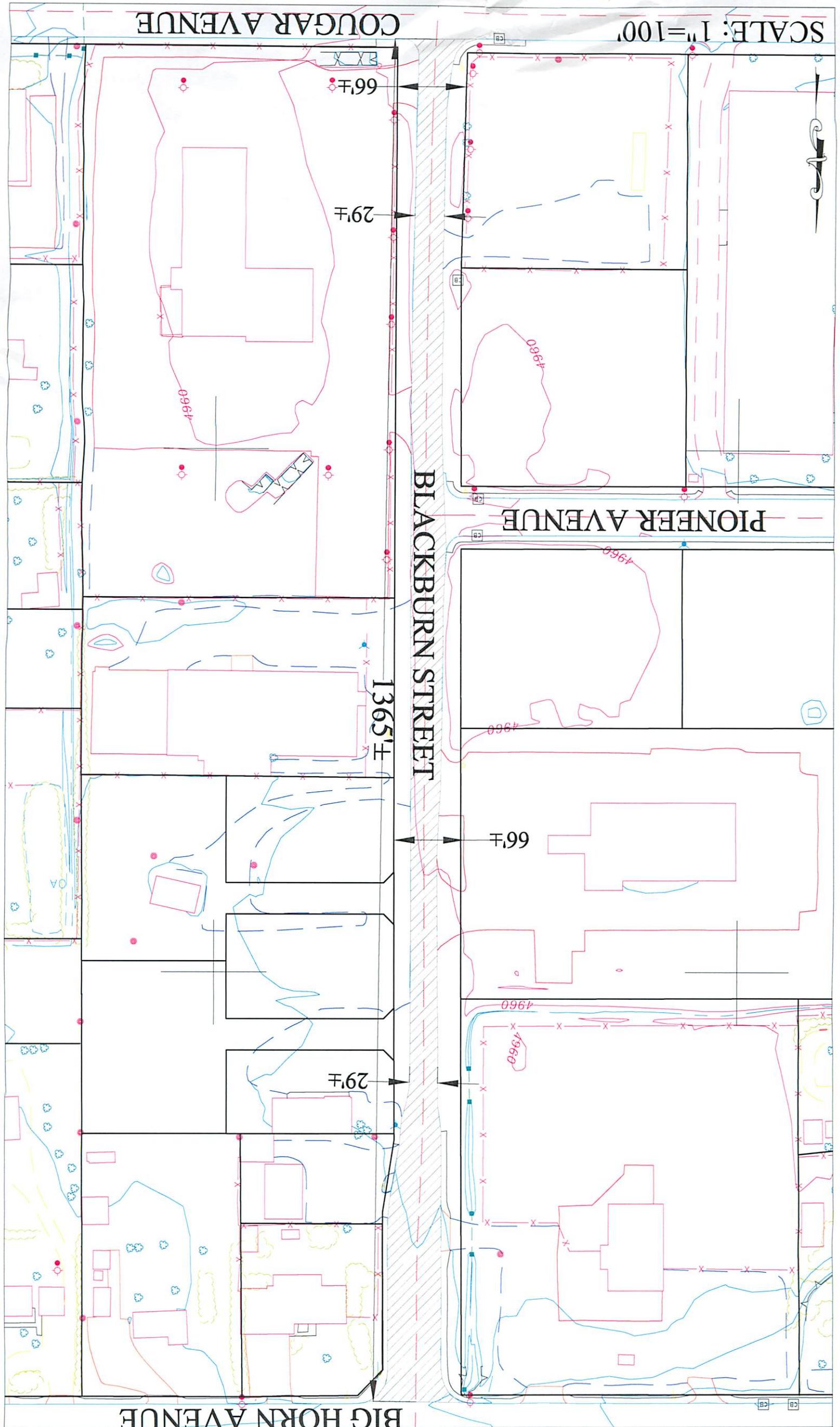
±99

±67

1365'±

±99

±67



ORDINANCE NO. 2016 - 11

**AN ORDINANCE AMENDING TITLE 1, CHAPTER 4, Section 1,
OF THE CITY OF CODY CODE: GENERAL PENALTY**

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

Title 1, Chapter 4, Section 1, of the City of Cody Code, shall be amended as follows:

1-4-1: GENERAL PENALTY

Wherever in this code, except section 1-4-2 of this chapter, or any ordinance rule or regulation promulgated by any officer or agency of the city under authority vested in him or it by law or ordinance, any act is prohibited or is declared to be unlawful, or the doing of any act is required, or the failure to do any act is declared to be unlawful, the violation of any such provision of this code, or any such ordinance, rule or regulation shall constitute a misdemeanor and should be punished by a fine of not more than seven hundred fifty dollars (\$750.00), to which shall be added court costs up to the maximum allowed by law.

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

PASSED ON FIRST READING: _____ JUNE 7, 2016 _____

PASSED ON SECOND READING: _____ June 21, 2016

PASSED ON THIRD READING: _____, 2016

ATTEST:

Nancy Tia Brown, Mayor

Cynthia D. Baker, Administrative Services Director