

REVISED

City of Cody City Council
AGENDA

Tuesday, September 6, 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

Proclamation – Suicide Prevention Month – Sept 2016

1. Consent Calendar

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

- a. Approval of Minutes: Regular Minutes from August 16, 2016 meeting.
- b. Approval of vouchers and payroll in the amount of \$702,551.53.
- c. Consider a request from Leonard Moore, Pat O'Hara Brewing Co. to close 15th Street from Sheridan to the Alley for a portion of Saturday, September 17, 2016 from 3pm to 10 pm in conjunction with the Boot Scoot'n Boogie event and approve an Open Container Permit for this event.
- d. Approve a request from Mike Darby, Irma Hotel to close 12th Street between Sheridan Avenue and the Alley on Saturday, September 17th from 4:30 p.m. to 11:00 p.m. for a street dance in conjunction with the Boot Scoot'n Boogie Event and approve an Open Container Permit for this event.
- e. Award Bid 2016-14 to Titan Machinery in the amount of \$203,000.00 for an Elgin Pelican Sweeper.
- f. Award Bid 2016-12 to Bobcat of the Big Horn Basin, Inc. in the amount of \$53,206.78, less a trade in value of \$14,912.54 for a net total amount of \$38,394.24 for E50 T4 Bobcat Compact Excavator.
- g. Approve a request from Deb Simpson, Cody High School Football, for the closure of Beck Avenue between 8th and 9th Streets from 5:00 p.m. to 8:00 p.m. on September 9th, September 30th, October 14th, October 28th and November 4th for tailgate parties, with conditions outlined by staff.
- h. Authorize the acceptance of a 1.58-acre donation of land from Linda Seitz and Michael Swanson, and authorize the Mayor to execute any documents associated with said donation.
- i. Approve the request from Northwest Family Planning and Wyoming Cancer Resource Services to celebrate National Breast Cancer Awareness Month in October - "Lights of Hope"- by allowing pink lights to be wrapped around the light post on Sheridan Avenue.
- j. Award Bid 2016-11 to Harris Trucking and Construction in the amount of \$84,763.50 for the Sanitary Sewer Replacement of a new sewer main located on park Ave and

authorize the mayor to sign a contract with said firm subject to review and approval by the City Attorney.

2. **Public Comments:** The City Council welcomes input from the public. In order for everyone to be heard, please limit your comments to five (5) minutes per person. The Guidelines for the Conduct of City Council Meetings do not allow action to be taken on public comments.
3. **Public Hearing**
 - a. A Public Hearing to determine if it is in the public interest to vacate, abandon and convey the North Frontage Road right-of-way in front of the Cody Cowboy Village and Cody Cattle Company properties at 203 W Yellowstone Avenue and 1910 DeMaris Street.
4. **Conduct of Business**
 - a. To consider directing the Chief of Police to obtain a chapter 56 permit from the Wyoming Game and Fish Department to allow the City to harvest deer as part of a program to cull the herd in city limits.
Staff Reference: Barry Cook, City Administrator
 - b. Authorize the Mayor to enter into a professional contract with Plan One Architects for an amount not to exceed \$5,000 as it relates to the Chamber Building Renovation, with funding from the contingency fund and contingent upon review and approval by the City Attorney.
Staff Reference: Barry Cook, City Administrator
 - c. **ORDINANCE 2016-15 – FIRST READING
AN ORDINANCE VACATING, ABANDONING AND CONVEYING A PORTION OF THE NORTH FRONTAGE ROAD RIGHT-OF-WAY ADJACENT TO 203 W. YELLOWSTONE AVENUE AND 1910 DEMARIS STREET.**
Staff Reference: Todd Stowell, City Planner
 - d. **ORDINANCE 2016-14 – SECOND READING
REPEALED IN ITS ENTIRETY THE HEREIN BELOW IDENTIFIED SECTIONS OF TITLE 4, CHAPTER 5, THE REQUIREMENT FOR SLAUGHTERHOUSE BUSINESS LICENSE, OF THE CITY OF CODY MUNICIPAL CODE.**
Staff Reference: Todd Stowell, City Planner
5. **Tabled Items**
6. **Matters from Staff Members**
7. **Matters from Council Members**

8. Adjournment

Upcoming Meetings:

September 20, 2016 – Tuesday – Regular Council Meeting 7:00 p.m.

September 29, 2016 - Thursday - Council Workshop — 4:15 p.m. Tentative

Suicide Prevention Month Proclamation

Whereas, suicide is the 10th leading cause of all deaths in the United States and the 2nd leading cause of death among individuals between the ages of 15 to 24;

Whereas, suicide is now the 4th leading cause of all deaths in the state of Wyoming, and third leading cause of death among people from the age 15 to 24;

Whereas, Park County has the 12th highest rate of suicide death in Wyoming;

Whereas, in the United States, one person completes suicide every 16.2 minutes;

Whereas, it is estimated that 4.6 million people in the United States have lost a loved one to suicide;

Whereas, the stigma associated with mental illness and suicidality works against suicide prevention by discouraging persons at risk for suicide from seeking life-saving help and further traumatizes family members and friends who lost a loved one to:

Whereas, statewide suicide prevention efforts should be developed and encouraged to the maximum extent possible;

Whereas, organizations such as the Prevention Management Organization of Wyoming (PMO), Wyoming Department of Health, and the Suicide Prevention Alliance which are directed to reduce the frequency of suicide attempts and deaths, and the pain of survivors affected by suicides of loved ones, through educational programs:

1. Recognize suicide as a national, state, and local public health problem and declare suicide prevention to be a priority;
2. Acknowledge that no single suicide prevention program or effort will be appropriate for all populations and communities;
3. Encourage initiatives based on the goals contained in the National Strategy for Suicide Prevention:
 - A. Promote awareness that suicide is a public health problem that is preventable.
 - B. Develop broad-based support for suicide prevention.
 - C. Develop and implement strategies to reduce the stigma associated with being a consumer of mental health, substance abuse, and suicide prevention programs.
 - D. Develop and implement community-based suicide prevention programs.
 - E. Implement training for the recognition of at-risk behavior and for the delivery of effective treatment.
 - F. Develop and promote effective clinical and professional practices.

G Increase access to, and community linkages with, mental health and substance abuse services.

H. Improve reporting and portrayals of suicidal behavior, mental illness, and substance abuse.

I. Promote and support research on suicide and suicide prevention.

NOW, THEREFORE, I, Nancy Tia Brown, Mayor of the City of Cody, do hereby proclaim September, 2016 as NATIONAL SUICIDE PREVENTION MONTH,

Dated this ____ day of _____ 2016.

Mayor _____

Nancy Tia Brown

City of Cody
Council Proceedings
Tuesday, August 16, 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, August 16, 2016 at 7:00 p.m.

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

Absent: None

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

Council Member Miller made a motion seconded by Council Member Greer to approve the revised agenda removing item “b” from the Conduct of Business. Vote was unanimous.

Mayor Brown recognized Bob Hooper, Yellowstone Regional Airport for a certification/achievement he recently obtained.

Council Member Miller made a motion seconded by Council Member Greer to approve the consent calendar which includes approval of Minutes: Regular Minutes from August 2, 2016; authorizing the Mayor to enter into and sign an agreement for legal services with Copenhaver, Kath, Kitchen and Kolpitcke, LLC through June 30, 2017; reject all bids for Bid 2016-09– New 2017 AWD Police Car; award Bid 2016-10 – New 2017 Sanitation Pick up, ¾ Ton 4X4 Pickup w/Flatbed and Lift Gate to Denny Menholt in the amount of \$33,526.00, less a trade in value of \$3,750.00, leaving a net total amount of \$29,776.00; authorize the Mayor to enter into and sign an agreement as it relates to the HVAC Systems Asset Preservation Support in the amount of \$12,272, contingent upon review and approval by the City Attorney; approve a request from the Cody Chamber to hold a Color Dash 5K Event with exclusive use of Markham and New Cody Reservoirs walking/running paths and the exclusive use of the Lions Park on Saturday, August 27, 2016; approve a request from the Volkssport Federation to walk the 5km and 10km Runners Stampede course for their annual walk on Sunday, June 11, 2017; and approve a request from the I Discenti Veloci, Chamber Ensemble to play acoustic instruments on some of the street corners from 11:30-12:30 on Tuesdays and some Thursdays during the months of August and September. Vote was unanimous.

At 7:27 p.m. Mayor Brown entered into a Public Hearing to determine if it is in the public interest to apply for a Business Ready Communities – Business Committed Grant to assist in development of a TCT Data Center to further economic development in the community. James Klessans, Forward Cody updated the Council on this item, noting the scope of the project has changed and further planning is required and a resolution would be presented to the Council to consider at a future date. After calling for comments three times and there being none, Mayor Brown closed the public hearing at 7:32 p.m.

Council Member Wolz made a motion seconded by Council Member Ballinger to approval of vouchers and payroll in the amount of \$1,813,106.21. Council Member Greer recused himself from the vote. Vote was unanimous from remaining Council Members.

ORDINANCE 2016-14 – FIRST READING
REPEALED IN ITS ENTIRETY THE HEREIN BELOW IDENTIFIED SECTIONS OF TITLE 4, CHAPTER 5, THE REQUIEMENT FOR SLAUGHTERHOUSE BUSINESS LICENSE, OF THE CITY OF CODY MUNICIPAL CODE. Council Member Greer made a motion seconded by Council Member Anderson to pass Ordinance 2016-14 on First Reading. Vote was unanimous

Member Miller made a motion seconded by Council Member Greer to remove Resolution 2016-14 from the table. Vote was unanimous.

RESOLUTION 2016-14

A RESOLUTION APPROVING THE PROPOSITION FOR IMPOSITION OF A 1% SPECIFIC PURPOSE EXCISE TAX IN PARK COUNTY, STATE OF WYOMING, FOR THE PURPOSE OF FUNDING SPECIFIC PROJECTS, SAID PROPOSITION TO BE PLACED ON THE BALLOT IN CONJUNCTION WITH THE GENERAL ELECTION TO BE HELD IN PARK COUNTY ON TUESDAY, NOVEMBER 8, 2016. Council Member Anderson made a motion seconded by Council Member Ballinger to approve Resolution 2016-14. Vote was unanimous.

There being no further action Mayor Brown adjourned the meeting at 7:47 p.m.

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
ACKER ELECTRIC					
270					
11-228	REFUND OVERPAYMENT ON PERMIT 11-228	08/19/2016	25.00	.00	816
Total :			25.00	.00	
Total 270:			25.00	.00	
ADVANCED INFO SYSTEMS					
129162					
13233	CYCLE 1 OUTSOURCE BILLS	08/15/2016	4.10	.00	816
13233	CYCLE 1 OUTSOURCE BILLS	08/15/2016	49.15	.00	816
13233	CYCLE 1 OUTSOURCE BILLS	08/15/2016	69.63	.00	816
13233	CYCLE 1 OUTSOURCE BILLS	08/15/2016	28.67	.00	816
13233	CYCLE 1 OUTSOURCE BILLS	08/15/2016	258.05	.00	816
13233	CYCLE 1 OUTSOURCE BILLS	08/15/2016	.01	.00	816
13240	CYCLE 2 OUTSOURCE BILLS	08/19/2016	1.81	.00	816
13240	CYCLE 2 OUTSOURCE BILLS	08/19/2016	21.57	.00	816
13240	CYCLE 2 OUTSOURCE BILLS	08/19/2016	30.56	.00	816
13240	CYCLE 2 OUTSOURCE BILLS	08/19/2016	12.58	.00	816
13240	CYCLE 2 OUTSOURCE BILLS	08/19/2016	113.26	.00	816
Total :			589.39	.00	
Total 129162:			589.39	.00	
ADVANCED TECHNOLOGY PRODUCTS INC					
130948					
10068	POOL CHEMICALS	07/27/2016	1,558.50	.00	816
Total :			1,558.50	.00	
Total 130948:			1,558.50	.00	
ALEXANDER, ADAM					
130943					
16.2314.12	UTILITY DEPOSIT REFUND	08/11/2016	54.48	.00	816
Total :			54.48	.00	
Total 130943:			54.48	.00	
ANIXTER, INC.					
130622					
3282857-01	SYSTEM REPAIRS	08/10/2016	64.68	.00	816
3295847-00	FIBER GLASS X ARM 8' DEADEND-DA4000	08/19/2016	685.26	.00	816
3302228-00	STREETLIGHT REPAIRS	08/10/2016	973.50	.00	816
Total :			1,723.44	.00	
Total 130622:			1,723.44	.00	
ATCO INTERNATIONAL					
127716					
I0465940	CLEANING CHEMICALS	07/29/2016	348.00	.00	816
Total :			348.00	.00	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
Total 127716:			348.00	.00	
BAILEY ENTERPRISES INCORPORATED					
130546					
073116	Unleaded Fuel	07/31/2016	436.34	.00	816
073116	Unleaded Fuel	07/31/2016	67.95	.00	816
073116	Unleaded Fuel	07/31/2016	960.37	.00	816
073116	Diesel Fuel	07/31/2016	319.76	.00	816
073116	Unleaded Fuel	07/31/2016	670.62	.00	816
073116	Unleaded Fuel	07/31/2016	58.31	.00	816
073116	Unleaded Fuel	07/31/2016	39.21	.00	816
073116	Diesel Fuel	07/31/2016	134.19	.00	816
073116	Unleaded Fuel	07/31/2016	155.12	.00	816
073116	Diesel Fuel	07/31/2016	1,990.12	.00	816
073116	Unleaded Fuel	07/31/2016	132.95	.00	816
073116	Diesel Fuel	07/31/2016	66.41	.00	816
073116	Unleaded Fuel	07/31/2016	147.84	.00	816
073116	Diesel Fuel	07/31/2016	136.70	.00	816
073116	Unleaded Fuel	07/31/2016	106.02	.00	816
073116	Diesel Fuel	07/31/2016	457.78	.00	816
073116	Unleaded Fuel	07/31/2016	261.59	.00	816
081516	unleaded fuel	08/15/2016	419.48	.00	816
081516	unleaded fuel	08/15/2016	63.56	.00	816
081516	unleaded fuel	08/15/2016	1,103.47	.00	816
081516	diesel fuel	08/15/2016	239.74	.00	816
081516	unleaded fuel	08/15/2016	673.14	.00	816
081516	unleaded fuel	08/15/2016	69.60	.00	816
081516	diesel fuel	08/15/2016	120.54	.00	816
081516	unleaded fuel	08/15/2016	27.98	.00	816
081516	unleaded fuel	08/15/2016	61.29	.00	816
081516	diesel fuel	08/15/2016	613.69	.00	816
081516	unleaded fuel	08/15/2016	260.42	.00	816
081516	unleaded fuel	08/15/2016	10.03	.00	816
081516	diesel fuel	08/15/2016	2,016.48	.00	816
081516	unleaded fuel	08/15/2016	181.36	.00	816
081516	unleaded fuel	08/15/2016	323.93	.00	816
081516	diesel fuel	08/15/2016	129.57	.00	816
081516	unleaded fuel	08/15/2016	132.37	.00	816
081516	diesel fuel	08/15/2016	312.18	.00	816
081516	unleaded fuel	08/15/2016	332.36	.00	816
Total :			13,232.47	.00	
Total 130546:			13,232.47	.00	
BASIN EQUIPMENT REPAIR, LLC					
130652					
000328	CAT BLADE REPAIR	08/07/2016	245.00	.00	816
Total :			245.00	.00	
Total 130652:			245.00	.00	
BLUE CROSS BLUE SHIELD OF WYOMING					
1360					
081516	INSURANCE PREMIUM	08/15/2016	113,435.99	.00	816
081516	INSURANCE PREMIUM	08/15/2016	583.29-	.00	816

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
Total :			112,852.70	.00	
Total 1360:			112,852.70	.00	
BORDER STATES INDUSTRIES, INC					
1420					
911684397	SYSTEM MAINTENANCE	08/12/2016	39.94	.00	816
911684398	Meter F2S 1ph 240v C320 W Demand	08/12/2016	2,437.54	.00	816
911721157	F6/9/36S 3ph 4w c20 120-480v dmd	08/19/2016	2,244.66	.00	816
Total :			4,722.14	.00	
Total 1420:			4,722.14	.00	
BRAKKE, JOLENE					
126553					
081216	SHIPPING EXPENSE REIMBURSEMENT	08/12/2016	9.71	.00	816
Total :			9.71	.00	
Total 126553:			9.71	.00	
CALECO FOUNDRY					
124384					
9912	SIDE WALK PLAQUES	08/11/2016	240.00	.00	816
Total :			240.00	.00	
Total 124384:			240.00	.00	
CASPER POLICE DEPARTMENT					
130125					
CT101	CRIME SCENE TECH TRAINING	08/16/2016	195.00	.00	816
Total :			195.00	.00	
Total 130125:			195.00	.00	
CEM SALES & SERVICE					
130947					
141012	POOL CHEMICALS	07/27/2016	1,035.48	.00	816
141113	POOL CHEMICALS	08/03/2016	216.74	.00	816
141170	DECK DRAIN REPAIRS	08/09/2016	1,991.20	.00	816
Total :			3,243.42	.00	
Total 130947:			3,243.42	.00	
CITY OF CODY					
2260					
083116	Utilities	08/31/2016	975.68	.00	816
083116	Utilities	08/31/2016	10,677.09	.00	816
083116	Utilities	08/31/2016	2,498.31	.00	816
083116	Utilities	08/31/2016	3,161.13	.00	816
083116	Utilities	08/31/2016	9,483.39	.00	816
083116	Utilities	08/31/2016	1,114.50	.00	816
083116	Utilities	08/31/2016	287.07	.00	816

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
083116	Utilities	08/31/2016	367.44	.00	816
083116	Utilities	08/31/2016	8,964.58	.00	816
083116	Utilities	08/31/2016	13,721.20	.00	816
083116	Utilities	08/31/2016	463.02	.00	816
083116	Utilities	08/31/2016	2,006.08	.00	816
083116	Utilities	08/31/2016	85.36	.00	816
083116	Utilities	08/31/2016	2,380.88	.00	816
Total :			56,185.73	.00	
Total 2260:			56,185.73	.00	
CITY OF CODY					
127400					
081916	PEACE OFFICER ID	08/19/2016	30.00	.00	816
Total :			30.00	.00	
Total 127400:			30.00	.00	
DEPT OF FAMILY SERVICES					
125899					
233	BACKGROUND CHECKS REC CENTER	08/09/2016	20.00	.00	816
Total :			20.00	.00	
Total 125899:			20.00	.00	
DICKINSON, MARSHA					
130945					
13.1610.43	REFUND UTILITY DEPOSIT	08/16/2016	149.08	.00	816
Total :			149.08	.00	
Total 130945:			149.08	.00	
ELLSBURY, INGRID					
130954					
422910	REC CENTER REFUND	08/16/2016	145.20	.00	816
Total :			145.20	.00	
Total 130954:			145.20	.00	
ENERGY LABORATORIES, INC					
4120					
20227	LEAD/COPPER TESTING	08/16/2016	200.00	.00	816
Total :			200.00	.00	
Total 4120:			200.00	.00	
EVERDING, MONICA					
130956					
13.2290.23	REFUND UTILITY DEPOSIT	08/22/2016	33.19	.00	816
Total :			33.19	.00	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
Total 130956:			33.19	.00	
FIRST AMERICAN TITLE INSURANCE COMPANY					
130388					
3561-4609154	TITLE REVIEW	08/17/2016	250.00	.00	816
Total :			250.00	.00	
Total 130388:			250.00	.00	
FORWARD CODY WYOMING, INC					
127450					
080516	TRAINING	08/05/2016	50.00	.00	816
Total :			50.00	.00	
Total 127450:			50.00	.00	
FRANDSON SAFETY, INC.					
130638					
64718	RECALIBRATE CHLORINATOR	07/07/2016	20.00	.00	816
Total :			20.00	.00	
Total 130638:			20.00	.00	
GIULIANI, ISABELLE					
130949					
15.9130.14	CREDIT BALANCE REFUND	08/17/2016	31.08	.00	816
Total :			31.08	.00	
Total 130949:			31.08	.00	
GLOBAL TECHNOLOGY RESOURCES INC					
130118					
IC0438797	COMPUTER SUPPORT	08/18/2016	819.00	.00	816
Total :			819.00	.00	
Total 130118:			819.00	.00	
GRAHAM DIETZ & ASSOCIATES					
4620					
161267-00001	SET 21ST ST MONUMENTS	08/10/2016	423.75	.00	816
Total :			423.75	.00	
Total 4620:			423.75	.00	
GUTHRIE, CAROL					
128708					
425904	REC CENTER REFUND	08/23/2016	25.00	.00	816
Total :			25.00	.00	
Total 128708:			25.00	.00	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
HARRIS TRUCKING AND CONSTRUCTION CO.					
4780					
128239	ASPHALT - ALLEN AVE	08/06/2016	775.04	.00	816
128240	ASPHALT - 19TH & BECK	08/06/2016	6,881.28	.00	816
Total :			7,656.32	.00	
Total 4780:			7,656.32	.00	
HEART MOUNTAIN CONSTRUCTION					
130957					
PAY APP #1	CODY CUPBOARD PROJECT	08/23/2016	40,217.22	.00	816
RETAINAGE #	CODY CUPBOARD RETAINAGE ESCROW	08/23/2016	4,468.58	.00	816
Total :			44,685.80	.00	
Total 130957:			44,685.80	.00	
HOPPER, PAUL					
130959					
425913	REC CENTER REFUND	08/23/2016	40.00	.00	816
Total :			40.00	.00	
Total 130959:			40.00	.00	
J & S CORPORATION					
1160					
36378	INSTALL NEW GYM GLASS	07/21/2016	410.51	.00	816
36400	CITY HALL DOOR REPAIR	07/29/2016	171.78	.00	816
Total :			582.29	.00	
Total 1160:			582.29	.00	
JENSEN PLUMBING					
129455					
7092	NICHOL MALL BATHROOM REPAIRS	08/04/2016	112.48	.00	816
Total :			112.48	.00	
Total 129455:			112.48	.00	
JOHNSON, O. THOMAS					
130480					
081716	UW SWIM CAMP	08/17/2016	1,656.00	.00	816
Total :			1,656.00	.00	
Total 130480:			1,656.00	.00	
K.B. NELSON CONSTRUCTION					
129689					
31575	PARKS SHOP RENOVATION	08/09/2016	72,870.00	.00	816
31575	PARKS SHOP RETAINAGE	08/09/2016	7,287.00-	.00	816
Total :			65,583.00	.00	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
Total 129689:			65,583.00	.00	
LAW OFFICE OF ALEX H. SITZ III INC					
129379					
17278	COURT APPOINTED ATTORNEY	08/20/2016	82.93	.00	816
17301	COURT APPOINTED ATTORNEY	08/20/2016	64.68	.00	816
17323	COURT APPOINTED ATTORNEY	08/20/2016	9.00	.00	816
Total :			156.61	.00	
Total 129379:			156.61	.00	
MILLER, CHARLES & CATHLEEN					
2050					
203164	SLEEVES FOR V SHAPED PAD	08/09/2016	45.00	.00	816
Total :			45.00	.00	
Total 2050:			45.00	.00	
MOELLER, JAMES					
130950					
421743	REC CENTER REFUND	08/12/2016	12.50	.00	816
Total :			12.50	.00	
Total 130950:			12.50	.00	
MONTANA STATE UNIVERSITY					
130958					
863-1	BIKE PATROL TRAINING	08/22/2016	250.00	.00	816
Total :			250.00	.00	
Total 130958:			250.00	.00	
NICKLES, MONTGOMERY W					
129131					
080416	CONCERT SOUND TECHNICIAN	08/04/2016	300.00	.00	816
Total :			300.00	.00	
Total 129131:			300.00	.00	
PARK COUNTY					
7670					
33	LEC CONTRACT - DISPATCH	08/01/2016	25,985.95	.00	816
33	LEC CONTRACT - CONSOLE	08/01/2016	3,184.96	.00	816
33	LEC CONTRACT - UTILITIES	08/01/2016	1,088.61	.00	816
Total :			30,259.52	.00	
Total 7670:			30,259.52	.00	
POLLOCK, JENNIFER					
130951					
421755	REC CENTER REFUND	08/12/2016	9.00	.00	816

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
Total :			9.00	.00	
Total 130951:			9.00	.00	
PREMIER CALIBRATING & TECHNICAL SERVICE					
130944					
1040	WECO CALIBRATION	07/25/2016	1,500.00	.00	816
Total :			1,500.00	.00	
Total 130944:			1,500.00	.00	
PROFFITS LAWN CARE					
128647					
4208	CONTRACT MOWING	08/15/2016	760.00	.00	816
Total :			760.00	.00	
Total 128647:			760.00	.00	
QUALLS, VIRGINIA					
130952					
421759	REC CENTER REFUND	08/12/2016	30.00	.00	816
Total :			30.00	.00	
Total 130952:			30.00	.00	
RANDOLPH, KRIS					
130955					
422895	REC CENTER REFUND	08/16/2016	252.00	.00	816
Total :			252.00	.00	
Total 130955:			252.00	.00	
RECREATION SUPPLY CO					
126899					
306474	POOL CLEANER REPAIRS	08/10/2016	766.98	.00	816
Total :			766.98	.00	
Total 126899:			766.98	.00	
ROCKY MOUNTAIN POWER					
7570					
081716	UTILITIES	08/17/2016	381.33	.00	816
081716	UTILITIES	08/17/2016	27.80	.00	816
Total :			409.13	.00	
Total 7570:			409.13	.00	
SAY WHERE STORAGE					
130576					
186216	PARKS SHOP DEMO STORAGE	08/10/2016	225.00	.00	816

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
Total :			225.00	.00	
Total 130576:			225.00	.00	
SERVIAM LEGAL SERVICES LLC					
130501					
160731-MC-D	COURT APPOINTED ATTORNEY	07/31/2016	216.00	.00	816
160731-MC-M	COURT APPOINTED ATTORNEY	07/31/2016	177.00	.00	816
160731-MC-PR	COURT APPOINTED ATTORNEY	07/31/2016	231.00	.00	816
160812-MC-W	COURT APPOINTED ATTORNEY	08/12/2016	153.00	.00	816
Total :			777.00	.00	
Total 130501:			777.00	.00	
SHEARER, STEVEN M					
123465					
6350	RATE SIGN AT REC CENTER	08/03/2016	928.19	.00	816
6353	TIME CHANGE AT REC CENTER	08/05/2016	25.00	.00	816
6376	MINI GOLF SIGN	08/25/2016	200.00	.00	816
Total :			1,153.19	.00	
Total 123465:			1,153.19	.00	
SOFT TOUCH DESIGNS, INC.					
129137					
4519	CLUB ROOM FLOOR REFINISHING	08/01/2016	1,060.58	.00	816
4520	REC CENTER GYM/RAQUETBALL COURT REFINIS	08/01/2016	9,876.50	.00	816
Total :			10,937.08	.00	
Total 129137:			10,937.08	.00	
SQUAD ROOM EMBLEMS					
9460					
072016	POLICE BADGE	07/20/2016	158.02	.00	816
Total :			158.02	.00	
Total 9460:			158.02	.00	
STROBLE, SHERRY					
130953					
421767	REC CENTER REFUND	08/12/2016	2.00	.00	816
Total :			2.00	.00	
Total 130953:			2.00	.00	
TRAVELERS CL REMITTANCE CENTER					
130089					
081216	PROPERTY INSURANCE	08/12/2016	31,874.33	.00	816
081216	PROPERTY INSURANCE	08/12/2016	2,612.65	.00	816
081216	PROPERTY INSURANCE	08/12/2016	3,657.71	.00	816
081216	PROPERTY INSURANCE	08/12/2016	4,702.77	.00	816
081216	PROPERTY INSURANCE	08/12/2016	9,405.54	.00	816

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
Total :			52,253.00	.00	
Total 130089:			52,253.00	.00	
UTILITY LINE DESIGN, LLC					
129108					
1155	ANNUAL SUBSCRIPTION	08/12/2016	250.00	.00	816
Total :			250.00	.00	
Total 129108:			250.00	.00	
WATCO POOLS					
10370					
20694	CHLORINE	07/13/2016	207.65	.00	816
Total :			207.65	.00	
Total 10370:			207.65	.00	
WELZENBACH, TOM					
130946					
9.1090.43	REFUND UTILITY DEPOSIT	08/17/2016	197.94	.00	816
Total :			197.94	.00	
Total 130946:			197.94	.00	
WESTERN UNITED ELECTRIC SUPPLY					
10605					
4084322	FIBER GLASS X ARM 8' DEADEND-DA4000	08/16/2016	490.00	.00	816
4084322	FREIGHT	08/16/2016	218.90	.00	816
Total :			708.90	.00	
Total 10605:			708.90	.00	
WHITE ROCK OIL & GAS LLC					
130884					
2.1540.12	REFUND UTILITY DEPOSIT	08/18/2016	466.49	.00	816
Total :			466.49	.00	
Total 130884:			466.49	.00	
WILCOXSON'S					
130566					
756578	ICE CREAM SOCIAL	08/18/2016	249.75	.00	816
Total :			249.75	.00	
Total 130566:			249.75	.00	
WRANGLER PLUMBING & HEATING INC					
130942					
290	INSTALL PIPE POOL DRAIN & VALVES	08/05/2016	8,157.12	.00	816

<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Net Invoice Amount</u>	<u>Amount Paid</u>	<u>GL Period</u>
Total :			8,157.12	.00	
Total 130942:			8,157.12	.00	
Grand Totals:			428,231.05	.00	
		Payroll 08/24/16	274,320.48		
			702,551.53		

Report Criteria:

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

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 Leonard Moore
Organization Represented Pat O'Hara Brewing Co LLC
Date you wish to appear before the Council 9/16/16
Mailing Address 1019 15th Street Telephone 307-899-3673
E-Mail Address patoharabrewing@gmail.com
Preferred form of contact: Telephone _____ E-Mail
Names of all individuals who will speak on this topic Leonard Moore

Event Title (if applicable) 3RL Anniversary Party
Date(s) of Event (if applicable) Sept 17th
Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) Block 15th street from
Sheridan North 1/2 block to thalley for street
dance @ 3 to 10 PM

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

Signature LR Moore Date 8-11-16

MEETING DATE: SEPTEMBER 6, 2016

DEPARTMENT: ADMINISTRATIVE SERVICES

PREPARED BY: CINDY BAKER

PRESENTED BY: CINDY BAKER

AGENDA ITEM SUMMARY REPORT

PAT O'HARA BREWING CO. - REQUEST FOR 15TH STREET CLOSURE FOR A PORTION OF SATURDAY, SEPTEMBER 17, 2016

ACTION TO BE TAKEN:

Leonard Moore, with Pat O'Hara Brewing Co., is requesting to close 15th Street from Sheridan Ave. to the Alley on Saturday, September 17, 2016 from 3 PM to about 10 PM in conjunction with the Boot Scoot'n Boogie event and request approval of an Open Container Permit for the event.

SUMMARY OF INFORMATION:

Set up of the area will begin at 3 p.m. and the event is scheduled to begin at 4:00 p.m. Tear down will begin at 10:00 p.m. with the street to be opened up around 10:30 p.m. Their plan is to have music, food, beer and libations during this event. They will be required to provide a copy of liability insurance for this event. In addition, they would follow the Alcohol Checklist as recommended by staff, which addresses fencing the closure area off for alcohol consumption, drinks dispensed in identifiable cups and security volunteers patrolling the perimeter of area to insure no person leaves the area with alcohol. This closure has occurred the past three years in conjunction with the Boot Scoot'n Boogie.

FISCAL IMPACT

None

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 with staff recommendation.

ATTACHMENTS

Agenda Request Form

AGENDA & SUMMARY REPORT TO:

patoharabrewing@gmail.com

AGENDA ITEM NO. _____

City of Cody Agenda Request Form

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

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

Name of person to appear before the Council Mike Darby
Organization Represented Boot Scoot 'n Boogie
Date you wish to appear before the Council Sept 6, 2016
Mailing Address 1192 Sheridan Telephone 303 884 8725
E-Mail Address michaelsdarby@hotmail.com
Preferred form of contact: Telephone E-Mail
Names of all individuals who will speak on this topic _____

Event Title (if applicable) _____

Date(s) of Event (if applicable) Sat. Sept 17, 2016

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) request closure of 12th street between Beck Ave + Sheridan Ave for a street dance following boot scoot. 2nd year this has been done. Insurance is with boot scoot which you should have a copy of. ROST consent agenda
Which City employee(s) have you spoken to about this issue? _____

Signature Mike Darby Date _____

confirmed - 12th st to "ALLEY" to Sheridan
4:30 - 11 music till 10pm.
open container permit.

MEETING DATE: SEPT 6, 2016
DEPARTMENT: ADMIN
. PREPARED BY: CINDY BAKER
PRESENTED BY: CINDY BAKER

AGENDA ITEM SUMMARY REPORT

Street Closure and Street Dance

ACTION:

Consider a request from Mike Darby, Irma Hotel, to close 12th Street between Sheridan Avenue and the Alley (keeping alley open for traffic) on Saturday, September 17th from 4:30 p.m. to 11:00 p.m. for a street dance in conjunction with the Boot Scoot'n Boogie event and approve an open container permit for this event.

BACKGROUND:

The event will consist of a live band, a street dance, and the Irma Hotel will be serving alcohol and food from their porch. There will be no alcohol served out on the street; however, alcohol will be consumed on the street within the secured area of the dance. In previous years an Open Container Permit was approved for the Boot Scoot'n Boogie Event which would have included this event if approved, however the Event coordinators will not be obtaining an Open Container Permit, resulting in individual events to obtain said permit.

The band will be using sound equipment to amplify their sound and will stop playing by or at 10:00 p.m. The Irma would utilize the street barricades assigned to the Cody Gunfighter's Show to close 12th Street between Sheridan Avenue and the alley. Streets will be cleaned by the event organizers following the event. Trash will be picked up and collected by event organizers and disposed of properly following the event. The Irma has provided insurance previously to cover such events.

FISCAL IMPACT:

Fiscal impact, if any, will be minimal:

RECOMMENDATION:

Staff recommends that the street closure and street dance be approved.

ATTACHMENTS:

City of Cody Agenda Request Form

AGENDA & SUMMARY REPORT TO:

Mike Darby -Irma Hotel - michaelstdarby@hotmail.com

AGENDA ITEM NO. _____

MEETING DATE: 9/6/16

DEPARTMENT: PUBLIC WORKS

PREPARED BY: ROB KRAMER

PRESENTED BY: STEVE PAYNE

AGENDA ITEM SUMMARY REPORT

Bid 2016-14 (1) New Current Model Self Propelled Street Sweeper

ACTION TO BE TAKEN:

Approve the award of Bid 2016-14 to Titan Machinery for (1) Elgin Pelican Sweeper, in the amount of \$203,000.00.

SUMMARY OF INFORMATION:

A request was made in FY 2016/2017 for the purchase of a new street sweeper within the Streets Division. This will be replacing a 2002 sweeper currently being used within the Streets Division.

A 2002 Freightliner with Schwarz sweeper was offered in trade.

Bid packets were sent to Titan Machinery, CMI-TECO, Ameritech Equipment Company, and Kois Brothers Equipment.

Three bidders submitted three bids. These bids were opened at City Hall on 8/23/16.

CMI-TECO, of Casper, submitted one bid for (1) Johnston ES 351 sweeper in the amount of \$228,416.00, less a trade in value of \$7,500.00, leaving a net total bid of \$220,916.00. This bid does not meet the requested specifications.

Kois Brothers Equipment, of Billings, submitted one bid for (1) Global M3 sweeper in the amount of \$191,150.00, less a trade in value of \$16,225.00, leaving a net total bid of \$175,062.00. Kois Brothers Equipment did not provide proof of Wyoming residency. Without this 5% is added to their bid making the bid price \$200,707.50. This bid does not meet the requested specifications.

Titan Machinery, of Gillette, submitted one bid for (1) Elgin Pelican Sweeper in the amount of \$203,000.00, less a trade in value of \$7,000.00, leaving a net total bid of \$196,000.00.

Staff feels the trade in value offered is lower than what could be obtained by offering the unit for sale on the online Public Surplus Auction site. Due to this staff is requesting to keep the 2002 Freightliner with Schwarz sweeper.

FISCAL IMPACT

Funding, in the amount of \$198,528.00, was budgeted for and approved in the Fiscal Year 2016/2017 budget.

AGENDA ITEM NO. _____

ALTERNATIVES

Approve or deny the award of Bid 2016-14 to Titan Machinery for (1) Elgin Pelican Sweeper, in the amount of \$203,000.00.

ATTACHMENTS

1. Bid packet 2016-14

AGENDA & SUMMARY REPORT TO:

1. David Weller, Titan Machinery, david.weller@titanmachinery.com
2. Eric Ranum, Kois Brothers Equipment, eranum@koisbrothers.com
3. Jerry Williams, CMI-TECO, jerry@cmiteco.com



TABLE OF CONTENTS

BID NO. 2016-14 (1) New Current Model Self Propelled Street Sweeper

DOCUMENTS INCLUDED IN PACKET FOR BID NO 2016-14

	<u>Pages</u>
1. ADVERTISEMENT FOR BID (ON THIS PAGE, BELOW)	↓ 1
2. INSTRUCTION SHEET	2
3. BID PROPOSAL	3
4. SPECIFICATIONS	4-7

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

**Bid No. 2016-14
(1) New Current Model Self Propelled Street Sweeper**

The City of Cody will receive sealed bids until 2:00 p.m., 8/23/16 at Cody City Hall, 1338 Rumsey Avenue, P.O. Box 2200, Cody, Wyoming 82414, for **(1) New Current Model Self Propelled Street Sweeper** with an option to trade in **(1) 2002 Freightliner with Schwarze M5000 Sweeper**. All bids will be opened and read aloud at this time. Full bid details and specifications are included in the bid packet available at City Hall or by emailing kylieh@cityofcody.com. Direct any questions to Rob Kramer at 587-2958.

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

Dated this 2nd Day of August, 2016.

Cynthia Baker
Administrative Services Officer

PUBLISH: August 9th, 2016
August 16th, 2016



**INSTRUCTIONS: (1) New Current Model Self Propelled Street Sweeper
BID REQUEST NUMBER 2016-14**

The Bidder agrees to provide **(1) New Current Model Self Propelled Street Sweeper** free and clear of all liens of any kind, pursuant to the specifications and invitation to bid. The bid may include a trade-in value for **(1) 2002 Freightliner with Schwarze M5000 Sweeper VIN1FVABTBV32HK12621**. The bidder shall complete every space in the Bid 2016-14 City of Cody Specifications Form on page 4-7 to indicate that the item being bid is exactly as specified. All (no) responses shall be explained in detail on an attached sheet. Bids will be accepted for consideration on any make or model that is equal or superior to the specifications.

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

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

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

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

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

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

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

Bids are to be sealed and addressed to the City of Cody, 1338 Rumsey Avenue, P.O. Box 2200, Cody, Wyoming 82414 and shall be marked "**Bid No. 2016-14, (1) New Current Model Self Propelled Street Sweeper**" on the outside of the envelope.

The sealed bids must be returned to the City of Cody no later than 2:00 p.m. 8/23/16. The bid opening will be held at that time at City Hall. The City reserves the right to reject any and/or all bids and further reserves the right to waive any informalities if deemed in the best interest of the City.

Bid Proposal Form
Bid No. 2016-14 (1) New Current Model Self Propelled Street Sweeper
 City of Cody, Wyoming



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

The undersigned Bidder agrees to provide **(1) New Current Model Self Propelled Street Sweeper**, free and clear of all liens of any kind, pursuant to the specifications and invitation to bid. The bid may include a trade-in value for **(1) 2002 Freightliner with Schwarze M5000 Sweeper VIN1FVABTBV32HK12621.**
 The bid price shall be F.O.B. City of Cody Vehicle Maintenance Shop 119 19th Street, Cody, WY 82414.

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

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

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

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

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

Date _____

_____ Signature

_____ Typed or Printed Name

_____ Company

_____ Mailing Address

_____ City, State and Zip

_____ E-mail Address

City of Cody

Bid # 2016-14

Minimum specifications for (1) New Current Model Self Propelled Street Sweeper

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

A. GENERAL

YES NO

1. The sweeping path with the pick up head and two side brooms shall have a width of 120" or more.
2. Single steer with right hand drive.

B. ENGINE

1. The sweeper unit shall be self propelled hydro static drive and the engine shall be a John Deere 4045T 4.5L 4 Cylinder Turbo Diesel.
2. The engine shall have an auto shutdown for low oil/high temperature.
3. The engine shall have an electronic throttle.
4. The engine shall have a heavy duty dual safety element air cleaner.
5. Block heater.
6. Battery disconnect switch.
7. Coolant filter.

C. INSTRUMENTATION/CONTROLS

1. Center console with rocker switches and gauges.
2. Gauges shall include, but not be limited to, tachometer, hour meter, oil pressure, fuel, voltmeter, coolant temp and a spray water gauge.
3. A full load indicator.
4. Hopper and hopper door controls.
5. Memory sweep (sweep resume feature).
6. LED arrow board to be mounted on the rear, or top rear, with in cab control.

D. ELECTRICAL SYSTEM

YES NO

1. 12 volt system.

E. SWEEPER SYSTEM COMPONENTS

1. Main Broom

- a) Minimum 35" diameter.
- b) Minimum length 66".

2. Side Broom

- a) 36" diameter minimum.
- b) Hydraulic motor drive protected by relief valve.
- c) Free floating trailing arm mount.
- d) Inward/outward raised/lowered.
- e) In cab control for digging and wear.
- f) Right hand side broom tilt with indicator.
- g) The sweep position to be fully extended or in front of the pick up head.
- h) Brooms shall be disposable segment type.

3. Debris Hopper

- a) A volumetric capacity of 3.5 cubic yards.
- b) Dump height minimum 9'6".
- c) Hopper door to have hydraulic open/close, lock/unlock.
- d) Hopper dump control from inside cab.
- e) Hopper with a life liner and front dumping.

4. Hydraulic System

- a) The hydraulic system shall run the motors for the gutter brooms and activate the hopper dump cycles.
- b) Hydraulic reservoir capacity of 33 gallon minimum.
- c) System shall have a 10 micron spin on filter.

SWEEPER SYSTEM COMPONENTS (continued)

YES NO

5. Spray Water System

- a) Tank shall be of polyethylene construction and have a minimum capacity of 220 gallons.
- b) Pump shall be a diaphragm type with run dry capability with high or low selectable pump speeds.
- c) A conveyor wash out.
- d) Switches on control console will control the nozzles.
- e) 100 mesh cleanable filter in the system, minimum.

F. CAB

- 1. Conveyor stall alarm.
- 2. Lower roller defector.
- 3. LED Clearance lights.
- 4. (2) LED front flood lights.
- 5. (2) LED rear flood lights and backup lights.
- 6. (2) LED strobes with guard.
- 7. (4) Roof mounted sweep flashers.
- 8. LED Front ID lights.
- 9. Rear LED arrow stick.
- 10. LED stop, tail and turn lights.
- 11. Beacon light with guard.
- 12. Water fill hose.
- 13. Carbide dirt shoes.
- 14. Radio install package.
- 15. AM/FM radio.
- 16. Left and right mirrors.
- 17. Limb guard right side.
- 18. Right hand broom tilt.

CAB (continued)

YES NO

19. Right hand bostrom air ride seat.
20. Heat and air conditioning.
21. Rear and left side camera
22. (6) Reflectors mounted on cab.
23. Sliding rear window.

G. MISCELLANEOUS

1. Dealer order form showing all equipment being bid.
2. Warranty; list all available warranty.
3. Two sets of operator's manuals, one set parts manuals and one set of maintenance manuals.
4. Approximate completion date.
5. (3) sets of keys.

This sweeper unit shall be to the manufacturer's standard. It shall be equipped with the manufacturer's equipment and accessories which are included as standard in the advertised and published literature for said unit. No such item of the equipment or accessories shall be removed or omitted for the reason that it was not specified in the bid.

OPTIONAL TRADE-IN

The City of Cody may choose, at its sole discretion, to trade in a **2002 Freightliner with Schwarze M5000 Sweeper VIN1FVABTBV32HK12621**. Trade in shall be in "AS IS" condition at the time of the bid opening. This equipment will be available for inspection at the City of Cody Vehicle Maintenance Shop located at 119 19th Street, Cody, WY 82414, **by appointment**, between the hours of 8:00 A.M. and 3:30 P.M., Monday through Friday. Bidder shall state the amount of allowance to be deducted from the Bidder's proposal on the attached Bid Proposal Form should the City of Cody select this option.

MEETING DATE: 9/6/16

DEPARTMENT: PUBLIC WORKS

PREPARED BY: ROB KRAMER

PRESENTED BY: STEVE PAYNE

AGENDA ITEM SUMMARY REPORT

Bid 2016-12 (1) New Current Model Rubber Track Compact Excavator

ACTION TO BE TAKEN:

Approve the award of Bid 2016-12 to Bobcat of the Big Horn Basin, Inc. for (1) E50 T4 Bobcat Compact Excavator in the amount of \$53,206.78, less a trade in value of \$14,912.54, leaving a net total amount of \$38,294.24.

SUMMARY OF INFORMATION:

A request was made in FY 2016/2017 for the purchase of a new rubber track compact excavator in the Electric Division. This will be replacing a 2003 Bobcat Excavator currently being used by the division. Bid packets were sent to Bobcat of the Big Horn Basin, Honnen Equipment, Jacks Truck and Equipment, The CAT Rental Store, Tractor and Equipment, Tristate Truck and Equipment, Wyoming Machinery Company, and Titan Machinery Company.

Four bidders submitted three bids. These bids were opened at City Hall on 8/23/16.

Bobcat of the Big Horn Basin, Inc., submitted one bid for (1) E50 T4 Bobcat Compact Excavator in the amount of \$53,206.78, less a trade in value of \$14,912.54, leaving a net total bid of \$38,294.24.

Honnen Equipment, of Rock Springs, submitted one bid for (1) John Deere 50G Compact Excavator in the amount of \$63,764.89, less a trade in value of \$17,000.00, leaving a net total bid of \$46,764.89.

Tractor and Equipment, of Billings, submitted one bid for (1) Caterpillar 305 5E2CRB Excavator in the amount of \$64,667.00, less a trade in value of \$15,500.00, leaving a net total bid of \$49,167.

TriState Truck and Equipment, Inc., of Billings, submitted a letter of no bid.

FISCAL IMPACT

Funding, in the amount of \$50,300.00, was budgeted for and approved in the Fiscal Year 2016/2017 budget.

ALTERNATIVES

Approve or deny the award of Bid 2016-12 to Bobcat of the Big Horn Basin for (1) E50 T4 Bobcat Compact Excavator in the amount of \$53,206.78, less a trade in value of \$14,912.54, leaving a net total amount of \$38,294.24.

AGENDA ITEM NO. _____

ATTACHMENTS

1. Bid packet 2016-12

AGENDA & SUMMARY REPORT TO:

1. Troy Schatz, Bobcat of the Big Horn Basin, Inc., tana@bobcatofthebhb.com
2. Rick DeBernardi, Honnen Equipment, rickdebernardi@honnen.com
3. Kraig Pester, Tractor and Equipment Co., kpester@tractorandequipment.com
4. Tom Hunt, TriState Truck and Equipment, Inc., tomh@tste.com



TABLE OF CONTENTS

BID NO. 2016-12 (1) New Current Model Rubber Track Compact Excavator

DOCUMENTS INCLUDED IN PACKET FOR BID NO 2016-12

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

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

Bid No. 2016-12

(1) New Current Model Rubber Track Compact Excavator

The City of Cody will receive sealed bids until 2:00 p.m., 8/23/16 at Cody City Hall, 1338 Rumsey Avenue, P.O. Box 2200, Cody, Wyoming 82414, for **(1) New Current Model Rubber Track Compact Excavator** with an option to trade in **(1) 2003 Bobcat 435 Excavator**. All bids will be opened and read aloud at this time. Full bid details and specifications are included in the bid packet available at City Hall or by emailing kylieh@cityofcody.com. Direct any questions to Rob Kramer at 587-2958.

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

Dated this 2nd Day of August, 2016.

Cynthia Baker
Administrative Services Officer

PUBLISH: August 9th, 2016
August 16th, 2016



**INSTRUCTIONS: (1) New Current Model Rubber Track Compact Excavator
BID REQUEST NUMBER 2016-12**

The Bidder agrees to provide **(1) New Current Model Rubber Track Compact Excavator** free and clear of all liens of any kind, pursuant to the specifications and invitation to bid. The bid may include a trade-in value for **(1) 2003 Bobcat 435 Excavator SN563211018**. The bidder shall complete every space in the Bid 2016-12 City of Cody Specifications Form on page 4-6 to indicate that the item being bid is exactly as specified. All (no) responses shall be explained in detail on an attached sheet. Bids will be accepted for consideration on any make or model that is equal or superior to the specifications.

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

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

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

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

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

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

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

Bids are to be sealed and addressed to the City of Cody, 1338 Rumsey Avenue, P.O. Box 2200, Cody, Wyoming 82414 and shall be marked "**Bid No. 2016-12, (1) New Current Model Rubber Track Compact Excavator**" on the outside of the envelope.

The sealed bids must be returned to the City of Cody no later than 2:00 p.m. 8/23/16. The bid opening will be held at that time at City Hall. The City reserves the right to reject any and/or all bids and further reserves the right to waive any informalities if deemed in the best interest of the City.

Bid Proposal Form
Bid No. 2016-12 (1) New Current Model Rubber Track Compact Excavator
 City of Cody, Wyoming



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

The undersigned Bidder agrees to provide **(1) New Current Model Rubber Track Compact Excavator**, free and clear of all liens of any kind, pursuant to the specifications and invitation to bid. The bid may include a trade-in value for **(1) 2003 Bobcat 435 Excavator SN563211018**.
 The bid price shall be F.O.B. City of Cody Vehicle Maintenance Shop 119 19th Street, Cody, WY 82414.

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

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

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

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

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

Date _____

_____ Signature

_____ Typed or Printed Name

_____ Company

_____ Mailing Address

_____ City, State and Zip

_____ E-mail Address

City of Cody

Bid # 2016-12

Minimum specifications for (1) New Current Model Rubber Track Compact Excavator

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

A. GENERAL

YES NO

1. Current Model Diesel Powered Rubber Track Compact Excavator
2. Compatible with Bobcat excavator attachments.

B. ENGINE AND POWER TRAIN

1. ENGINE SIZE: Four Cylinder, Four Cycle, Water Cooled, Turbo-charged Diesel Engine, Developing a Minimum of 49 HP. Tier 4 compliant with no particulate filter.
2. Excavator shall not require Diesel Exhaust Fluid.
3. ENGINE BLOCK HEATER: Factory installed with cold weather starting aid.
4. AIR CLEANER: Dual element with restriction indicator.
5. MUFFLER: Factory installed, spark arresting.
6. TRAVEL: Two speed travel with auto shift.

C. ELECTRICAL SYSTEM

1. BATTERY: Maintenance free heavy-duty with a min of 530 CCA.
2. ALTERNATOR: (12) volts, 90 amp minimum.
3. INSTRUMENTATION: GAUGES AND /OR INDICATORS: Factory installed; alternator output, engine coolant temp, engine oil pressure, hydraulic restriction, hydraulic temp., fuel level, hour meter, diagnostics and monitoring.
4. LIGHTS: Front and Rear work lights and rotating beacon.

D. CAB

1. ROLLOVER PROTECTION STRUCTURE: Factory installed.
2. FALLING OBJECTS PROTECTIVE STRUCTURE: Factory installed.

CAB (continued)

YES NO

3. SEAT: Fully adjustable suspension seat.
4. WINDSHIELD WIPERS: Multi-speed w/intermittent system.
5. HEATER/DEFROSTER: Factory installed manual control.
6. WINDOWS: Left, right, top and rear sliding windows w/removable front.
7. CAB INSULATION: Sound control kit, for operator comfort.
8. AM/FM Radio.
9. AIR CONDITIONING: Factory installed.
10. Keyless Ignition.

E. OPERATING, PERFORMANCE SPECIFICATIONS

1. Minimum digging depth of 12'9".
2. EXCAVATOR WEIGHT: 11195 LB min.
3. AUXILARY HYDRAULICS: Front mounted with attachment control kit.
4. TRAVEL ALARM: Factory installed and of a sufficient decibel level so as to be audible to the human ear over and above the sound of the loader when operated at full throttle.

F. ATTACHMENTS

1. BUCKET: (1) 12" bucket.
2. Hydraulic front angle blade.

G. MISCELLANEOUS

1. MANUALS: The successful bidder shall supply an Operators, Service and Repair Manual for the compact excavator and attachments.
2. WARRANTY: One year, unlimited hours.
3. COUNTERWEIGHT KIT: Factory installed.
4. Upon delivery to the City, the vehicle will be fully equipped as specified, serviced, cleaned and ready to enter service for the City of Cody.
5. The successful bidder shall also agree to provide all transportation and travel expenses from the City of Cody to the bidder's place of business, or have provisions for a "field" mechanic to perform any warranty work that may be required on the Compact Excavator at the City of Cody Shop located at 119 19th St., Cody, WY.

MISCELLANEOUS (continued)

YES NO

6. Dealer order showing all equipment being bid.
7. DELIVERY: 90 days Max.

OPTIONAL TRADE-IN

The City of Cody may choose, at its sole discretion, to trade in a **2003 Bobcat 435 Excavator SN563211018**. Trade in shall be in "AS IS" condition at the time of the bid opening. This equipment will be available for inspection at the City of Cody Vehicle Maintenance Shop located at 119 19th Street, Cody, WY 82414, **by appointment**, between the hours of 8:00 A.M. and 3:30 P.M., Monday through Friday. Bidder shall state the amount of allowance to be deducted from the Bidder's proposal on the attached Bid Proposal Form should the City of Cody select this option.

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 Deb Simpson

Organization Represented Cody Bronc Football

Date you wish to appear before the Council 9/6/16

Mailing Address 201 Rio Vista, Cody Telephone 307-72-7895

E-Mail Address Simpson@trtd.net

Preferred form of contact: Telephone yes E-Mail yes

Names of all individuals who will speak on this topic Deb Simpson

Event Title (if applicable) Football Tailgate Parties

Date(s) of Event (if applicable) Sept. 2, 9 & 30 and Oct 14, Oct 28 & Nov. 4 if needed.

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) Asking for street closure of Beck Ave. between 8th St & 9th Street on the above Fridays from 4:30 PM - 8 PM

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

Signature [Signature] Date 8/22/16

MEETING DATE: SEPTEMBER 6, 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 CODY FOOTBALL TAILGATE PARTY**

ACTION:

Park County School District 6 requests that the Mayor and Council authorize the street closure of Beck Ave. between 8th and 9th during the hours of 5 PM to 8 PM on Fridays, September 9th, September 30th, October 14th, October 28th and November 4th for tailgate parties to show support for the football team.

SUMMARY:

Cody Football/Park County School District 6 would like to utilize the street right-of-way of Beck Ave. between 8th and 9th Street on Fridays between 5:00 and 8:00 PM.. Tentative ideas are to formalize tailgate parties, ask the Army Recruiters to bring their climbing, have field goal kick and football toss events. The football team is hopeful that without having to contend with traffic and adding the activities listed above, along with other ideas that may develop; an energized atmosphere of excitement will develop.

This event would be similar to the closure for Homecoming and Senior Night. The applicant has previously provided proof of liability insurance for the events requested, and would be required to provide for these events if approved.

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 this event.

ATTACHMENTS

Agenda Request Form

AGENDA & SUMMARY REPORT TO:

simpson@tritnet.net

AGENDA ITEM NO. _____

MEETING DATE:	SEPTEMBER 6, 2016
DEPARTMENT:	COMMUNITY DEVELOPMENT
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____
PRESENTED BY:	TODD STOWELL

AGENDA ITEM SUMMARY REPORT
**Accept the Donation of 1.58 acres of Land Located North of E Avenue,
approximately 500 feet west of West Rocky Road.**

ACTION TO BE TAKEN

Authorize the acceptance of a 1.58-acre donation of land from Linda Seitz and Michael Swanson, and authorize the Mayor to execute any documents associated with said donation.

SUMMARY

The City has been approached by Linda Seitz and Michael Swanson with a request to donate some land to the City of Cody. The property is 1.58 acres in size, located north of the E Avenue right-of-way and about 500 feet west of West Rocky Road. It is tiered in elevation, with approximately the south 100 feet at the same level as E Avenue, before the property drops over the hillside and eventually flattens out again to provide about 1/3 of an acre of flat area below. The property is vacant and there is no evidence of any previous development on the property. As far as visible encumbrances, an existing Rocky Mountain Power line runs across the north end of the property, with no identified easement.



AGENDA ITEM NO. _____

There are city electrical lines and sewer lines adjacent to the property in the E Avenue right-of-way. However, E Avenue is not built. The nearest streets are West Rocky Road at 500 feet away and 19th Street at 750 feet. The property also currently lacks domestic water (425 feet to the west) and ready access to natural gas, phone, cable, and telecommunications.

The 2015 assessed value of the property for taxation purposes is \$3,160, which translates into \$22.80 in property taxes per year, of which \$1.50 goes to the City of Cody.

The property is zoned D-3 (Open Business/Light Industrial), so long-term, staff believes the property will have value if E Avenue is developed. In the short term there may be an option for use of the property as a storage area.

The property is within the Cody Canal Irrigation District, and although it has no ready access to irrigation water (nearest conveyance is along Big Horn Avenue), it is subject to an annual irrigation assessment of \$100 because it technically has water rights.

The City has obtained a title report and a sales disclosure form, neither of which raises any concerns or items other than those mentioned above. They are available in the file if you wish to see them. Photos of the property are below:

View of lower portion of property, from crest of hill on east property line:



View of upper (southern) flat area of property, from crest of hill on east property line:
(Property extends to large power poles.)



FISCAL IMPACTS

The City would receive the land at no cost. The owners will likely receive tax-related benefits from the land donation. Annual taxes and assessments currently total \$122.80 per year. At that rate the city could hold it for 25 years before spending the assessed land value of \$3,160 on taxes and assessments.

ATTACHMENTS

Deed with legal description as Exhibit A.

RECOMMENDATION

Public Works and Planning staff believe the property will have value in the long term. The cost of holding the property is minimal, and there may be some short term uses for the property as well. We recommend accepting the land donation.

RECOMMENDED MOTION

Accept the donation of the 1.58-acre parcel from Linda Seitz and Michael Swanson, and authorize the mayor to sign any documents necessary for such donation.

AGENDA ITEM NO. _____

WARRANTY DEED

MICHAEL O. SWANSON and LINDA J. SEITZ, GRANTORS, of Park County, State of Wyoming, for and in consideration of Ten (\$10.00) and more Dollars in hand paid, receipt whereof is hereby acknowledged, convey and warrant to the CITY OF CODY, a municipal corporation, GRANTEE, whose address is 1338 Rumsey Ave., Cody, WY 82414, the following described real property situate in Park County, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

SEE ATTACHED EXHIBIT "A"

Together with all improvements thereon and appurtenances and hereditaments there unto or in any wise appertaining.

SUBJECT to taxes and assessments for 2016 and subsequent years and to easements, rights-of-way and reservations of record and as appear upon the premises.

DATED this ____ day of _____, 2016.

MICHAEL O. SWANSON

LINDA J. SEITZ

STATE OF WYOMING)
) SS.
COUNTY OF PARK)

The foregoing instrument was acknowledged before me by Michael O. Swanson and Linda J. Seitz, this ____ day of _____, 2016.

WITNESS my hand and official seal.

Notary Public

(S E A L)

My Commission Expires:

EXHIBIT "A"

T.53N.,R.101W., 6th P.M., Park County Wyoming

Section 28 Original Survey: $W\frac{1}{2}W\frac{1}{2}E\frac{1}{2}SW\frac{1}{4}SW\frac{1}{4}$, being a part of Tract 40 Resurvey,

EXCEPTING THEREFROM That portion lying South of a parcel of land described in Book 133, Page 812, being more particularly described as follows:

COMMENCING at corner #3 of Tract 40; thence $S.89^{\circ}59'31''E.$ on and along the south line of Tract 40 for a distance of 658.71 feet to the POINT OF BEGINNING; thence $N.00^{\circ}29'02''W.$ on and along the West line of the $W\frac{1}{2}W\frac{1}{2}E\frac{1}{2}SW\frac{1}{4}SW\frac{1}{4}$, Section 28, Old Survey, for a distance of 911.07 feet to a point; thence $N.69^{\circ}40'45''E.$ on and along said parcel of land described in Book 133, page 812, for a distance of 174.99 feet to a point; thence $S.00^{\circ}29'16''E.$ on and along the East line of said $W\frac{1}{2}W\frac{1}{2}E\frac{1}{2}SW\frac{1}{4}SW\frac{1}{4}$, Section 28, Old Survey, for a distance of 971.87 feet to a point; thence $N.89^{\circ}59'31''W.$ on and along the South line of Tract 40 for a distance of 164.68 feet to the POINT OF BEGINNING.

Bearing Base = $S.89^{\circ}59'31''E.$ along the South line of said Tract 40.

AND FURTHER EXCEPTING THEREFROM That portion of land conveyed to the City of Cody by Warranty Deed recorded in MF Book 133, Page 812, being more particularly described as follows:

BEGINNING at a point on the west line of the $W\frac{1}{2}W\frac{1}{2}E\frac{1}{2}SW\frac{1}{4}SW\frac{1}{4}$ of Section 28, said point lying southerly a distance of 366.85 feet from the northwest corner thereof; thence $N.69^{\circ}30'12''E.$ for a distance of 174.95 feet more or less to a point on the east line of said $W\frac{1}{2}W\frac{1}{2}E\frac{1}{2}SW\frac{1}{4}SW\frac{1}{4}$ of Section 28, said point lying southerly a distance of 305.23 feet from the northeast corner thereof; thence southerly along said east line for a distance of 63.78 feet; thence $S.69^{\circ}30'12''W.$ for a distance of 174.95 feet more or less, to the west line of said $W\frac{1}{2}W\frac{1}{2}E\frac{1}{2}SW\frac{1}{4}SW\frac{1}{4}$ of Section 28; thence northerly along said west line for a distance of 63.78 feet more or less to the POINT OF BEGINNING.

Basis of bearings for the above parcel of land is the south line of said Tract 40, T.53N.,R.101W. – being $N.89^{\circ}49'E.$



CITY OF CODY
WYOMING

CITY OF CODY
SPECIAL USE PERMIT

NAME OF APPLICANT: Northwest WY Family Planning / Cancer Resource
CONTACT PERSON: Michelle Gutierrez / Val Walsh-Haines Wyoming Services
ADDRESS: 1231 Rumsey Avenue

DAY PHONE: 307-527-5174 (Michelle)

TYPE OF ACTIVITY: Rodeo Sound Car
 Walk-A-Thon
 Parade
 Sports Event
 Other: Lights of Hope Campaign

DESCRIPTION: We would like to hang lights on the light poles
downtown to increase Breast Cancer Awareness.

LOCATION: Downtown Cody

DATE(S): October 2016

SPECIAL REQUIREMENTS:

(Attach route map, if applicable)

NWFP & Wyoming Cancer Resource Services will hang
all lights as well as take them down.

Michelle Gutierrez
SIGNATURE OF APPLICANT

8/25/2016
DATE

Do Not Write Below This Line

Approved by: City Hall Parks Police
 Streets Electrical Other

Comments:

Fee Paid: _____

Council Approval: _____

MEETING DATE: SEPTEMBER 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

BID #2016-11 PARK AVENUE SANITARY SEWER REPLACEMENT PROJECT

ACTION:

Staff requests that the Mayor and Council award a Bid #2016-11 to lowest responsible bidder; Harris Trucking and Construction in the amount of \$84,763.50. Staff also requests that the Council authorize the Mayor to sign a contract with said firm subject to review and approval by the City Attorney of the contract documents. Bid #2016-11 is for the Sanitary Sewer Replacement of a sewer main located on Park Ave.

SUMMARY:

In the FY2016-2017 budget, the Council set aside monies for the upgrade of the Park Ave. 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. The City of Cody received two bids; One from Harris Trucking and Construction in the amount of \$84,763.50 and the other from Wilson Brothers in the amount of \$118,707.00.

FISCAL IMPACT

The Council authorized the expenditure in fiscal year FY2016-2017 of funds to complete sewer system upgrades. The Council previously authorized/awarded a professional services contract for the Design, Bid and Construction Observation and Administration duties associated with the Park Avenue Sanitary Sewer Replacement Project. The contract was for time and materials, but a "Not to Exceed" amount of \$26,940. As outlined above, the construction component of the cost an additional \$84,763.50. The total project cost, as bid and awarded, is estimated at \$111,703.50. The project was budgeted for expenditure of up to \$149,700.

ALTERNATIVES

Award Bid #2016-11 to lowest responsible bidder; Harris Trucking and Construction in the amount of \$84,763.50. Staff also requests that the Council authorize the Mayor to sign a contract with said firm subject to review and approval by the City Attorney of the contract documents.

RECOMMENDATION

See Action Item above.

ATTACHMENTS

Bid Tab 2016-11

AGENDA & SUMMARY REPORT TO:

Jeremy Gilb, PE – GDA Engineers

AGENDA ITEM NO. _____

AS-READ BID RESULTS



PARK AVENUE SANITARY SEWER
CITY OF CODY

Contractor	Bid Total	5% Bid Guarantee	Certificate of Wyoming Residency	Acknowledged Addendum #1
Wilson Brothers	\$118,707.00	✓	✓	✓
Harris Construction	\$84,963.50	✓	✓	✓

NOTE: The above bid results are the bid results that were read aloud during the public bid opening at 2:00PM on 8/30/16. The results shows here have not been checked for accuracy or compliance with the bidding documents.

August 30, 2016

Steve Payne, PE
Public Works Director
City of Cody
P.O. Box 2200
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

Re: Recommendation of Award – Park Avenue Sanitary Sewer Project

Dear Steve:

Bids for the Park Avenue Sanitary Sewer Project were opened at 2:00 P.M. on August 30, 2016 at the City of Cody Council Chambers and read aloud.

Harris Trucking and Construction Company is the apparent low bidder. Their total bid is \$84,763.50. Upon review of the Bid Documents received, no irregularities were found in any of the bid forms or supporting documents. After the bid opening, we contacted Harris Trucking and Construction Co. to verify that they understood the project requirements and were comfortable with their bid amount.

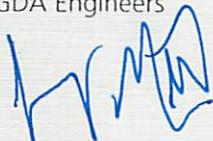
Based on the bids submitted for the work described in the project manual, GDA Engineers recommends that the Park Avenue Sanitary Sewer Project be awarded to Harris Trucking and Construction Company provided the City of Cody concurs.

One other bid was also received from Wilson Bros. Construction, Inc. for the amount of \$118,707.00. The Engineer's estimate was \$122,392.00.

Attached is a full copy of the bid packages submitted for this project and our bid tabulation results. At your direction, GDA Engineer's will execute the Notice of Award in favor of the successful bidder and prepare the Construction Contract between that bidder and the City of Cody.

We look forward to the construction phase of this project. Please feel free to contact me if you have any questions.

Sincerely,
GDA Engineers



Jeremy Gilb, PE, LSIT

Enclosures: Bid Tabulation Spreadsheet
Harris Trucking and Construction Company Bid
Wilson Bros. Construction, Inc. Bid

AS-READ BID RESULTS

PARK AVENUE SANITARY SEWER
CITY OF CODY



Contractor	Bid Total	5% Bid Guarantee	Certificate of Wyoming Residency	Acknowledged Addendum #1
Engineer's Estimate	\$122,392.00	NA	NA	NA
Harris Trucking and Construction Co.	\$84,763.50	yes	yes	yes
Wilson Bros. Construction, Inc.	\$118,707.00	yes	yes	yes

NOTE: The above bid results are the bid results that were read aloud during the public bid opening at 2:00PM on 8/30/16. The results shows here have not been checked for accuracy or compliance with the bidding documents.

PARK AVENUE SANITARY SEWER

CITY OF CODY

August 30, 2016 at 2:00 PM

Section No.	Item No.	Description	Quantity	Unit	Engineer's Estimate		Harris Trucking & Construction Co.			Wilson Bros. Construction, Inc.		
					Unit Cost	Total Cost	Unit Cost	Total Cost	%	Unit Cost	Total Cost	%
2001	1	Mobilization	1	LS	\$13,600.00	\$13,600.00	\$10,900.00	\$10,900.00	-20%	\$12,000.00	\$12,000.00	-12%
1900	2	Underground Utility Mapping	1	LS	\$1,500.00	\$1,500.00	\$515.00	\$515.00	-66%	\$1,500.00	\$1,500.00	0%
1950	3	Traffic Control	1	LS	\$4,000.00	\$4,000.00	\$2,500.00	\$2,500.00	-38%	\$2,500.00	\$2,500.00	-38%
2001	4	Construction Surveying	1	LS	\$3,000.00	\$3,000.00	\$2,300.00	\$2,300.00	-23%	\$2,530.00	\$2,530.00	-16%
2050	5	Remove Existing 8" Sanitary Sewer Pipe	276	LF	\$10.00	\$2,760.00	\$3.50	\$966.00	-65%	\$25.00	\$6,900.00	150%
2050	6	Remove Existing Sanitary Sewer Manhole	1	EA	\$2,000.00	\$2,000.00	\$600.00	\$600.00	-70%	\$2,000.00	\$2,000.00	0%
2050	7	Remove Existing Concrete Manhole/RW Surface Pad	1	LS	\$200.00	\$200.00	\$390.00	\$390.00	95%	\$2,500.00	\$2,500.00	1150%
2075	8	Remove Existing AC Pavement	950	SY	\$5.00	\$4,750.00	\$2.25	\$2,137.50	-55%	\$5.00	\$4,750.00	0%
2075	9	Sawcut Existing AC Pavement	822	LF	\$2.00	\$1,644.00	\$1.50	\$1,233.00	-25%	\$3.50	\$2,877.00	75%
2075	10	Sawcut Existing Concrete	8	LF	\$20.00	\$160.00	\$7.00	\$56.00	-65%	\$5.00	\$40.00	-75%
2220	11	Trench Excavation (10+ FT)	384	LF	\$22.00	\$8,448.00	\$34.00	\$13,056.00	55%	\$20.00	\$7,680.00	-9%
2225	12	Trench Backfill (10+ FT)	384	LF	\$25.00	\$9,600.00	\$31.00	\$11,904.00	24%	\$10.00	\$3,840.00	-60%
2225	13	Cement Treated Backfill	24	LF	\$80.00	\$1,920.00	\$52.00	\$1,248.00	-35%	\$75.00	\$1,800.00	-6%
2229	14	Cross Under Buried Utility	10	EA	\$275.00	\$2,750.00	\$281.00	\$2,810.00	2%	\$500.00	\$5,000.00	82%
2231	15	Crushed Aggregate Base Course	160	CY	\$34.00	\$5,440.00	\$27.50	\$4,400.00	-19%	\$26.00	\$4,160.00	-24%
2512	16	3" AC Pavement	950	SY	\$22.00	\$20,900.00	\$15.60	\$14,820.00	-29%	\$20.00	\$19,000.00	-9%
2570	17	Gate Valve Surface Pad	1	EA	\$250.00	\$250.00	\$195.00	\$195.00	-22%	\$250.00	\$250.00	0%
2570	18	Manhole Collar	3	EA	\$400.00	\$1,200.00	\$585.00	\$1,755.00	46%	\$750.00	\$2,250.00	88%
2700	19	Sanitary Sewer Manhole	2	EA	\$9,000.00	\$18,000.00	\$3,960.00	\$7,920.00	-56%	\$8,000.00	\$16,000.00	-11%
2700	20	Reconnect Existing Sewer Service	4	EA	\$1,000.00	\$4,000.00	\$455.00	\$1,820.00	-55%	\$500.00	\$2,000.00	-50%
2700	21	Plug Manhole Invert	1	EA	\$750.00	\$750.00	\$209.00	\$209.00	-72%	\$500.00	\$500.00	-33%
2700	22	8-inch PVC Sanitary Sewer	384	LF	\$30.00	\$11,520.00	\$5.00	\$1,920.00	-83%	\$45.00	\$17,280.00	50%
2700	23	Cap Existing Sanitary Sewer Line	2	EA	\$1,000.00	\$2,000.00	\$162.00	\$324.00	-84%	\$300.00	\$600.00	-70%
2700	24	Connect to Existing Manhole	1	EA	\$2,000.00	\$2,000.00	\$785.00	\$785.00	-61%	\$750.00	\$750.00	-63%
					Subtotal	\$122,392.00	Subtotal	\$84,763.50	-31%	Subtotal	\$118,707.00	-3%

BID IRREGULARITIES
Harris Trucking & Construction Co.
None

BID IRREGULARITIES
Wilson Bros. Construction, Inc.
None

BID FORM

PROJECT IDENTIFICATION:

PARK AVENUE SANITARY SEWER PROJECT

CONTRACT ID & NUMBER:

BID #2016-11

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

THE CITY OF CODY, WYOMING

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

This Bid is submitted by:

BUSINESS: HARRIS TULLIKING'S CONST. Co.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 45 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>ONE</u>	<u>AUG. 23, 2016</u>
_____	_____
_____	_____

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

- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) All drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data".
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the unit prices included in the attached Bid Schedule, Pages 00410-6 and 00410-7.

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

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

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security in the form of a Certified Check or Bank Money Order or Bid Bond;

(Circle One)

B. Wyoming Residency Certificate: Yes No

ARTICLE 8 – BID SUBMITTAL

9.01 This Bid is submitted by: HARRIS TRUCCING & CONSTRUCTION COMPANY

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: HARRIS TRUCKING & CONST. Co. (SEAL)

State of Incorporation: Wyoming
Type (General Business, Professional, Service, Limited Liability): _____

By: Roger D. Frontz
(Signature -- attach evidence of authority to sign)

Name (typed or printed): ROGER D. FRONTZ

Title: PRESIDENT
(CORPORATE SEAL)

Attest Mary Anne Frontz

Date of Qualification to do business in Wyoming is 2/24/09.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

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

Bidder's Business Address HARRIS TRUCKING & CONST. CO.

16 ROAD 2AB - P.O. BOX 296 Cody WY 82414

Phone No. (307) 587-4511 Fax No. (307) 587-6290

E-mail 2d Koontz@bresnan.net

SUBMITTED on August 30, 2016.

State Contractor License No. 80-054411.

Owner: City of Cody
 Park Avenue Sanitary Sewer Project
 GDA Engineers Project Number: 161113
 Bid Date: 8/30/2016
 Bid No: 2016-11

Section No.	Item No.	Item Description	Qty	Unit	Unit Cost	Total Cost
02001	1	Mobilization	1	LS	10,900 ⁰⁰	10,900 ⁰⁰
01900	2	Underground Utility Mapping	1	LS	515 ⁰⁰	515 ⁰⁰
01950	3	Traffic Control	1	LS	2500 ⁰⁰	2500 ⁰⁰
02001	4	Construction Surveying	1	LS	2300 ⁰⁰	2300 ⁰⁰
02050	5	Remove Existing 8" Sanitary Sewer Pipe	276	LF	3 ⁵⁰	966 ⁰⁰
02050	6	Remove Existing Sanitary Sewer Manhole	1	EA	600 ⁰⁰	600 ⁰⁰
02050	7	Remove Existing Concrete Manhole/RW Surface Pad	1	LS	390 ⁰⁰	390 ⁰⁰
02075	8	Remove Existing AC Pavement	950	SY	2 ²⁵	2137 ⁵⁰
02075	9	Sawcut Existing AC Pavement	822	LF	1 ⁵⁰	1233 ⁰⁰
02075	10	Sawcut Existing Concrete	8	LF	7 ⁰⁰	56 ⁰⁰
02220	11	Trench Excavation (10+ FT)	384	LF	34 ⁰⁰	13,056 ⁰⁰
02225	12	Trench Backfill (10+ FT)	384	LF	31 ⁰⁰	11,904 ⁰⁰
02225	13	Cement Treated Backfill	24	LF	52 ⁰⁰	1248 ⁰⁰
02229	14	Cross Under Buried Utility	10	EA	281 ⁰⁰	2810 ⁰⁰
02231	15	Crushed Aggregate Base Course	160	CY	27 ⁵⁰	4400 ⁰⁰
02512	16	3" AC Pavement	950	SY	15 ⁰⁰	14,820 ⁰⁰
02570	17	Gate Valve Surface Pad	1	EA	195 ⁰⁰	195 ⁰⁰
02570	18	Manhole Collar	3	EA	585 ⁰⁰	1755 ⁰⁰
02700	19	Sanitary Sewer Manhole	2	EA	3960 ⁰⁰	7920 ⁰⁰
02700	20	Reconnect Existing Sewer Service	4	EA	455 ⁰⁰	1820 ⁰⁰
02700	21	Plug Manhole Invert	1	EA	209 ⁰⁰	209 ⁰⁰ ²²⁴
02700	22	8-inch PVC Sanitary Sewer	384	LF	5 ⁰⁰	1920 ⁰⁰
02700	23	Cap Existing Sanitary Sewer Line	2	EA	162 ⁰⁰	324 ⁰⁰
02700	24	Connect to Existing Manhole	1	EA	785 ⁰⁰	785 ⁰⁰
TOTAL:					84,763.50	

BID BOND

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

BIDDER *(Name and Address):*

SURETY *(Name and Address of Principal Place of Business):*

OWNER *(Name and Address):*
CITY OF CODY, WYOMING
P.O. BOX 2200
CODY, WY 82414

ATTACHED

BID

Bid Due Date: 8/30/2016

**PARK AVENUE SANITARY SEWER PROJECT
CODY, WYOMING**

Description *(Name and Location):*

BOND

Bond Number:

Date *(Not earlier than Bid due date):*

Penal sum

(Words)

\$

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

(Seal)

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

Signature and Title

By:

Signature and Title (Attach Power of Attorney)

Attest:

Signature and Title

Attest:

Signature and Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



UNITED FIRE & CASUALTY COMPANY 118 Second Avenue SE, PO Box 73909
Cedar Rapids, Iowa 52407-3909 319-399-5700

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Harris Trucking & Construction Company
P.O. Box 296
Cody, WY 82414

SURETY:

(Name, legal status and principal place of business)

United Fire & Casualty Company
118 Second Avenue SE
P.O. Box 73909
Cedar Rapids, Iowa 52407

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

OWNER:

(Name, legal status and address)

City of Cody
1338 Rumsey Avenue
Cody, WY 82414

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

BOND AMOUNT:

5% Five Percent of Amount Bid

PROJECT:

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

Park Avenue Sanitary Sewer Project

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

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

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

Signed and sealed this 30th day of August, 2016

Mary Anne Krontz
(Witness)

[Signature]
(Witness)

Harris Trucking & Construction Company

(Principal) By: [Signature] (Seal)

(Title) RESIDENT

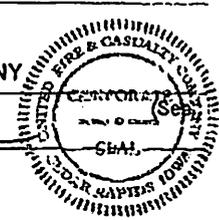
Loose D. Krontz

UNITED FIRE & CASUALTY COMPANY

(Surety) By: [Signature] (Seal)

(Title) Attorney in Fact

Carol Turgeon



The language in this document conforms exactly to the language used in AIA Document A310 2010 edition.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint Carol Turgeon their true and lawful Attorney-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00

Surety Bond Number : Bid Bond
 Principal: Harris Trucking & Construction Company
 Obligee: City of Cody

and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 25th day of June, 2015

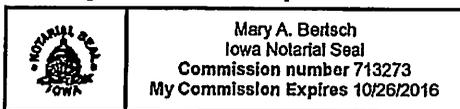


UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann* Vice President

State of Iowa, County of Linn, ss:

On 25th Day of June, 2015, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Mary A. Bertsch Notary Public
 My commission expires: 10/26/2016

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 30th day of August 2016.



By: *David A. Lange*
 Secretary, UF&C
 Assistant Secretary, UF&I/FPIC



STATE OF WYOMING
CERTIFICATE OF RESIDENCY STATUS



NO. 0434

THIS CERTIFIES THAT: HARRIS TRUCKING & CONSTRUCTION COMPANY

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

GRANTED THIS 2nd DAY OF August TWO THOUSAND AND 16



CHERIE DOAK, DEPUTY ADMINISTRATOR

EXPIRATION DATE: 8/1/17

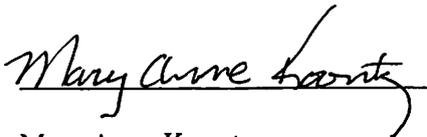
RESUBMIT THIS DOCUMENT FOR RENEWAL PRIOR TO EXPIRATION DATE TO:
 LABOR STANDARDS, 1510 E. PERSHING, WEST WING, ROOM 150, CHEYENNE, WY 82002.

CERTIFICATE OF ADOPTION

The undersigned, the duly elected, qualified and acting Secretary of HARRIS TRUCKING AND CONSTRUCTION CO., a Wyoming corporation, does hereby certify that the above and foregoing By-Laws were duly adopted by the Board of Directors of said Corporation on September 14, 1979, and are now and have been ever since that date been the By-Laws of said Corporation. These By-Laws are still in full force and effect and have not been amended or expressly delegated by the Board of Directors.

RESOLVED, that Roger D. Koontz, the President shall be the principal executive officer of the Corporation and Mary Anne Koontz Secretary/Treasurer and they each hereby are, authorized and directed to enter into, sign, execute, deliver and perform contracts, agreements and bonds on behalf of Harris Trucking and Construction Company.

IN WITNESS WHEREOF, I hereunto set my hand and affixed the seal of Harris Trucking and Construction Co. this 30th day of August, 2016 .



Mary Anne Koontz
Secretary

(Corporate Seal)

BID BOND

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

BIDDER (Name and Address): WILSON BROS. CONSTRUCTION, INC.
P.O. BOX 626
COWLEY, WY 82420

SURETY (Name and Address of Principal Place of Business): UNITED FIRE & CASUALTY COMPANY
P.O. BOX 73909
CEDAR RAPIDS, IA 52407

OWNER (Name and Address):
CITY OF CODY, WYOMING
P.O. BOX 2200
CODY, WY 82414

BID

Bid Due Date: 8/30/2016

Description (Name and Location): PARK AVENUE SANITARY SEWER PROJECT
CODY, WYOMING

BOND

Bond Number: BBSU

Date (Not earlier than Bid due date): AUGUST 30, 2016

Penal sum FIVE PERCENT OF AMOUNT BID -\$ 5%
(Words) (Figures)

Surety and Bidder, intending to be bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by their authorized officers, agent, or representative.

BIDDER Wilson Bros. Construction, Inc. (Seal) SURETY UNITED FIRE & CASUALTY COMPANY (Seal)
Bidder's Name and Corporate Seal Surety's Name and Corporate Seal

By: [Signature] Signature and Title OFF. MGR. By: [Signature] Signature and Title (Attach Power of Attorney)
PAT ALLEN, ATTORNEY-IN-FACT

Attest: [Signature] Signature and Title Secretary Attest: WITNESS: [Signature] Signature and Title
SHAWNEE COMER
BOND DEPT ACCT MGR

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint Pat Allen their true and lawful Attorney-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00

Surety Bond Number : Bid Bond
 Principal: Wilson Bros. Construction, Inc.
 Oblige: City of Cody, Wyoming

and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 25th day of June, 2015

UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

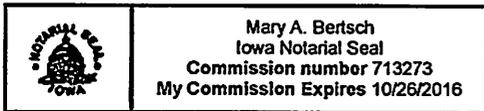
By: *Dennis J. Richmann* Vice President



State of Iowa, County of Linn, ss:

On 25th Day of June, 2015, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Mary A. Bertsch Notary Public
 My commission expires: 10/26/2016

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
 this 30th day of August 20 16



By: *David A. Lange*
 Secretary, UF&C
 Assistant Secretary, UF&I/FPIC



STATE OF WYOMING CERTIFICATE OF RESIDENCY STATUS



NO. 0665

THIS CERTIFIES THAT: WILSON BROS. CONSTRUCTION, INC.

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

GRANTED THIS 2nd DAY OF December TWO THOUSAND AND 15


CHERIE DOAK, DEPUTY ADMINISTRATOR

EXPIRATION DATE: 12/1/16

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

GENERAL POWER OF ATTORNEY

I, Wes and Kim Wilson, President and vice President of Wilson Bros. Construction, Inc. residing at 980 Road 7 Cowley, WY 82420, hereby appoint Lane Denzin as our Attorney-in Fact ("Agent").

My Agent shall have full power and authority to act on my behalf. This power and authority shall authorize my Agent to manage and conduct all of my affairs and to exercise all of my legal rights and power. My Agent's powers shall include, but not be limited to the power to:

- a. Obtain information or documents from any government or its agencies, and negotiate, compromise or settle any matter with such government or agency with regards to construction contracts.
- b. Prepare applications, provide information, and perform any other act reasonably requested by any government or its agencies in connection with construction contracts.
- c. Sign any commitment or contracts for construction with the Wyoming Department of Transportation.

This Power of Attorney shall be construed broadly as a General Power of Attorney. The listing of specific powers is not intended to limit or restrict the general powers granted in this Power of Attorney in any manner.

Any power or authority granted to my Agent under this document shall be limited to the extent necessary to prevent this Power of Attorney from causing: (i) my income to be taxable to my Agent, (ii) my assets to be subject to a general power of appointment by my Agent, and (iii) my Agent to have any incidents of ownership with respect to any life insurance policies that I may own on the life of my Agent.

My Agent shall not be liable for any loss that results from a judgment error that was made in good faith. However, my Agent shall be liable for willful misconduct or the failure to act in good faith while acting under the authority of this Power of Attorney. I authorize my Agent to indemnify and hold harmless any third party who accepts and acts under this document. My Agent shall be entitled to reimbursement of all reasonable expenses incurred in connection with this Power of Attorney.

My Agent shall provide an accounting for all funds handled and all acts performed as my Agent, if I so request or if such a request is made by any authorized personal representative or fiduciary acting on my behalf.

This Power of Attorney shall become effective immediately and shall not be affected by my disability or lack of mental competence, except as may be provided otherwise by applicable state statute. This is a Durable Power of Attorney. This Power of Attorney shall continue effective until my death. This Power of Attorney may be revoked by me at any time by providing written notice to my Agent.

Dated: July 12, 2016

Signature: C. Wes Wilson

C. Wes Wilson, President

Signature: Kim Wilson

Kim Wilson, Vice-President

C. Wes Wilson

Witness printed full legal name

Kim Wilson

Witness printed full legal name

Acknowledgement:

State of Wyoming

County of big Horn

The foregoing instrument was acknowledged before me this 20th Day of September 2012 by C. Wes Wilson and Kim Wilson who are personally known to me.

Debra Nordenstam

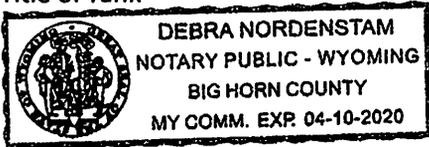
Signature of person taking acknowledgement

Debra Nordenstam

Name typed, printed, or stamped

Notary

Title or rank



BID FORM

PROJECT IDENTIFICATION:

PARK AVENUE SANITARY SEWER PROJECT

CONTRACT ID & NUMBER:

BID #2016-11

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

THE CITY OF CODY, WYOMING

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

This Bid is submitted by:

BUSINESS: Wilson Bros. Const., Inc.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 45 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>8/23/16</u>
_____	_____
_____	_____

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

- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) All drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data".
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the unit prices included in the attached Bid Schedule, Pages 00410-6 and 00410-7.

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

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

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security in the form of a Certified Check or Bank Money Order or Bid Bond;
(Circle One)
- B. Wyoming Residency Certificate: Yes No

ARTICLE 8 – BID SUBMITTAL

- 9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: WILSON BROS. CONST., INC.

State of Incorporation: WYOMING

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



[Signature]
(Signature -- attach evidence of authority to sign)

Name (typed or printed): LANE DENZIN

OFFICE MANAGER
(CORPORATE SEAL)



Attest [Signature]

Date of Qualification to do business in Wyoming is 2 / 2 / 03.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

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

Bidder's Business Address PO Box 636

Cowley, WY 82420

Phone No. 307-548-6559 Fax No. 307-548-6594

E-mail office@wilson-bros.com

SUBMITTED on 8/30, 2016.

State Contractor License No. _____

Owner: City of Cody
 Park Avenue Sanitary Sewer Project
 GDA Engineers Project Number: 161113
 Bid Date: 8/30/2016
 Bid No: 2016-11

Section No.	Item No.	Item Description	Qty	Unit	Unit Cost	Total Cost
02001	1	Mobilization	1	LS	12,000.00	12,000.00
01900	2	Underground Utility Mapping	1	LS	1,500.00	1,500.00
01950	3	Traffic Control	1	LS	2,500.00	2,500.00
02001	4	Construction Surveying	1	LS	2,530.00	2,530.00
02050	5	Remove Existing 8" Sanitary Sewer Pipe	276	LF	25.00	6,900.00
02050	6	Remove Existing Sanitary Sewer Manhole	1	EA	2,000.00	2,000.00
02050	7	Remove Existing Concrete Manhole/RW Surface Pad	1	LS	2,500.00	2,500.00
02075	8	Remove Existing AC Pavement	950	SY	5.00	4,750.00
02075	9	Sawcut Existing AC Pavement	822	LF	3.50	2,877.00
02075	10	Sawcut Existing Concrete	8	LF	5.00	40.00
02220	11	Trench Excavation (10+ FT)	384	LF	20.00	7,680.00
02225	12	Trench Backfill (10+ FT)	384	LF	10.00	3,840.00
02225	13	Cement Treated Backfill	24	LF	75.00	1,800.00
02229	14	Cross Under Buried Utility	10	EA	500.00	5,000.00
02231	15	Crushed Aggregate Base Course	160	CY	26.00	4,160.00
02512	16	3" AC Pavement	950	SY	20.00	19,000.00
02570	17	Gate Valve Surface Pad	1	EA	250.00	250.00
02570	18	Manhole Collar	3	EA	750.00	2,250.00
02700	19	Sanitary Sewer Manhole	2	EA	8,000.00	16,000.00
02700	20	Reconnect Existing Sewer Service	4	EA	500.00	2,000.00
02700	21	Plug Manhole Invert	1	EA	500.00	500.00
02700	22	8-inch PVC Sanitary Sewer	384	LF	45.00	17,280.00
02700	23	Cap Existing Sanitary Sewer Line	2	EA	300.00	600.00
02700	24	Connect to Existing Manhole	1	EA	750.00	750.00
TOTAL:						118,707.00



plan one / architects

cheyenne

cody

rock springs

August 25, 2016

Mr. Barry A. Cook, City Administrator
City of Cody
P. O. Box 30
Cody, WY 82414

Re: Chamber Building Renovation
WBC Grant Application Support
Professional Services Proposal

Dear Mr. Cook,

Thank you, Mayor Brown, and Annalea for inviting Plan One/Architects to visit with you regarding your upcoming Chamber Building Renovation. We would be happy to help you with conceptual design efforts in support of your future WBC grant application. The intent of this letter is to outline the scope of work for the project, the professional design services we propose to provide, and the associated architectural design fees.

Professional Services: Plan One/Architects will focus on the following tasks:

- Meet with the user groups and verify spatial needs for the renovation.
- Develop a conceptual site plan for the proposed project.
- Develop a conceptual floor plan for the proposed project.
- Produce a full color 3D rendering of the primary entrance.
- Update and produce a conceptual cost estimate
- Produce a conceptual project schedule.
- All the items above are intended to support your future WBC grant application.
- All deliverables are to be complete by October 14, 2016.

Professional Services Fee Proposal: Based on the above scope of work as we now understand it, we suggest that our services be provided for a lump sum of \$5,000.

If this proposal is acceptable to you, please return a signed copy to Plan One/Architects. We thank you for this opportunity, and look forward to being of continued service to you and the City of Cody.

Sincerely,



Dan Odasz AIA
Vice President

Ms. Nancy Tia Brown, Mayor
City of Cody

MEETING DATE:	SEPTEMBER 6, 2016
DEPARTMENT:	COMMUNITY DEVELOPMENT
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____
PRESENTED BY:	TODD STOWELL

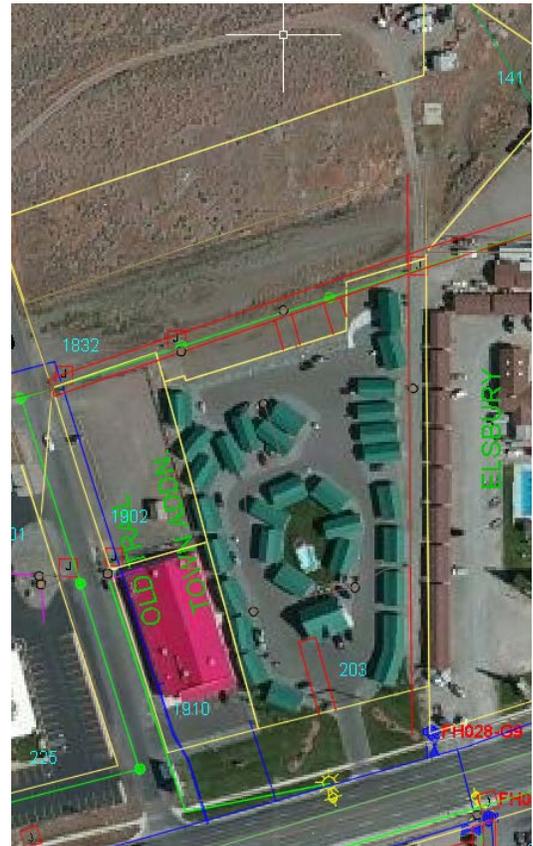
AGENDA ITEM SUMMARY REPORT
An Ordinance to Vacate, Abandon, and Convey a Portion of
the North Frontage Road right-of-way adjacent to
203 W. Yellowstone Avenue and 1910 DeMaris Street

ACTION

Public Hearing and First Reading of an ordinance to vacate, abandon and convey the North Frontage Road right-of-way in front of the Cody Cowboy Village and Cody Cattle Company properties at 203 W. Yellowstone Avenue and 1910 DeMaris Street.

BACKGROUND

Bill Thielemann, on behalf of Fred-T-Mac, LLC and Richard MacGregor and himself, as owners of 203 W. Yellowstone Avenue and 1910 DeMaris Street, have submitted an application requesting vacation of the North Frontage Road as it borders their property. The North Frontage Road right-of-way is located adjacent to the State Highway 14-16-20 right-of-way and does not contain an improved city street, but does contain utilities. The northeast corner of it also contains a portion of a private driveway that runs along the east side of the Cody Cowboy Village property. An aerial photo showing the current property lines, city utilities, and easements is shown. The area is identifiable by the green grassy area. On the ground, the North Frontage Road right-of-way starts about eight feet behind the sidewalk. A survey of the proposed vacation is attached.



ANALYSIS

Due to the existing utilities, all of the vacated right-of-way will be retained as a utility easement. The transition from a right-of-way to a utility easement effectively means that the City is giving up the option of constructing a public street in the right-of-way. The frontage road was originally established with the DeMaris Subdivision in February 1965. Since then the area has been fully developed and other access options have been granted by WYDOT. The Cody Cowboy Village has an approved approach directly from the highway and the Cody Cattle Company has access from the side street—DeMaris Street. The frontage road is not needed for access purposes.

AGENDA ITEM NO. _____

In order to address the private driveway that crosses the northeast corner of the vacation area, a private access easement needs to be established. That easement will be in the form of a separate easement document, which will need to be executed and recorded in conjunction with the vacation survey document.

The Council also likely remembers the recent sign encroachment for Old Trail Town, which sign is located in the vacation area. Once the vacation is effective, the need for the encroachment license goes away and the off-premise sign becomes a private matter between Old Trail Town and Fred-T-Mac, LLC.

Notice of the public hearing was provided by certified mail to neighboring properties (mailed August 22), and by publication in the newspaper. As of August 30, one favorable response letter and no letters of opposition had been received.

FISCAL IMPACT

There do not appear to be any direct costs to the City budget in approving the requested vacation. As the right-of-way was originally a donation to the City, and the city has not expended any funds to construct a street in the area, legal advice is that no compensation from the property owners for the value of the land is permitted. In essence, the city is simply giving up the right to build a street at that location.

ALTERNATIVES

Approve or deny the first reading of the ordinance, with or without amendments.

ATTACHMENTS

Ordinance 2016-15

RECOMMENDED MOTION

Approve Ordinance 2016-15 to vacate the portion of the North Frontage Road right-of-way requested.

ORDINANCE 2016-15

AN ORDINANCE VACATING, ABANDONING AND CONVEYING A PORTION OF THE NORTH FRONTAGE ROAD RIGHT-OF-WAY ADJACENT TO 203 W. YELLOWSTONE AVENUE AND 1910 DEMARIS STREET.

WHEREAS, pursuant to Wyoming Statute § 15-6-104, the governing body of the City of Cody, Wyoming, may vacate streets or parts thereof;

WHEREAS, Fred-T-Mac, LLC as owner of 1910 Demaris Street and Richard MacGregor and William Thielemann as owners of 203 W. Yellowstone Avenue, have submitted an application to vacate a portion of the North Frontage Road right-of-way immediately adjacent to their respective properties as further depicted on Exhibit A;

WHEREAS, notice of a public hearing before the City Council to consider the vacation request was published in the Cody Enterprise and mailed to owners of property within 300 feet;

WHEREAS, a public hearing was held on September 6, 2016 before the City Council at their regular meeting, as advertised, at which meeting the City Council heard comments from all persons wishing to speak for or against the requested right-of-way vacation;

WHEREAS, the Cody City Council has thoroughly reviewed the matter and deems that it is in the best interest of the public and the City of Cody to vacate and abandon the right-of-way requested, as described in Exhibit A;

BUT RESERVING AND EXCEPTING unto the City of Cody, Wyoming a utility easement over and across all of the right-of-way to be vacated; and,

WHEREAS, the vacation, abandonment and conveyance of the above-described properties is in the best interests of the public and the City of Cody, and will not be injurious, detrimental or inconvenient to the City of Cody, Wyoming or to the public.

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

1. Upon completion of Item #2 below, and simultaneous therewith, the portion of the North Frontage Road right-of-way described in Exhibit A is vacated and abandoned by the City of Cody, Wyoming, excepting and reserving unto the City of Cody a utility easement over, under and across all of said property. The easement shall include the right of the City of Cody, Wyoming to excavate for, construct, install, operate, maintain, renew, replace, and repair water, electrical and other utility lines and other appurtenant hardware and fixtures related to such lines and utilities, together with the right of ingress and egress to and over such easement at any time for the purposes of patrolling, inspecting, repairing, building, maintaining and accessing such utility lines and related infrastructure, and further including the right to trim or cut down any trees, vegetation or shrubbery which may interfere with the maintenance or operation of such utility lines and related infrastructure. The Mayor and City Clerk are hereby authorized and directed to convey by Quitclaim Deed the real property described in Exhibit A, reserving unto the City a utility easement as noted above. The deed documents shall be provided by those receiving the land and be recorded with the County Clerk at their expense. Parcel A is conveyed to Fred-T-Mac, LLC as the adjacent landowner and merged therewith, and

Parcel B is conveyed to Richard MacGregor and William Thielemann as the adjacent landowners and merged therewith. The parcels of vacated right-of-way are not to be conveyed separately from the property into which they are hereby merged.

2. Richard MacGregor and William Thielemann shall grant and record an access easement over and across the northeast corner of Parcel B, consisting of a triangle area, measuring at least 11.58 feet along the east property line and 20.78 feet along the north property line of Parcel B. The easement shall run with the land in perpetuity, and shall be for the benefit of the properties that have access to the connecting access easement, as shown on the plat of the Elsbury subdivision, recorded in Book E of plats, Page 194, records of Park County, WY.

This ordinance shall become effective after final passage and publication in the Cody Enterprise.

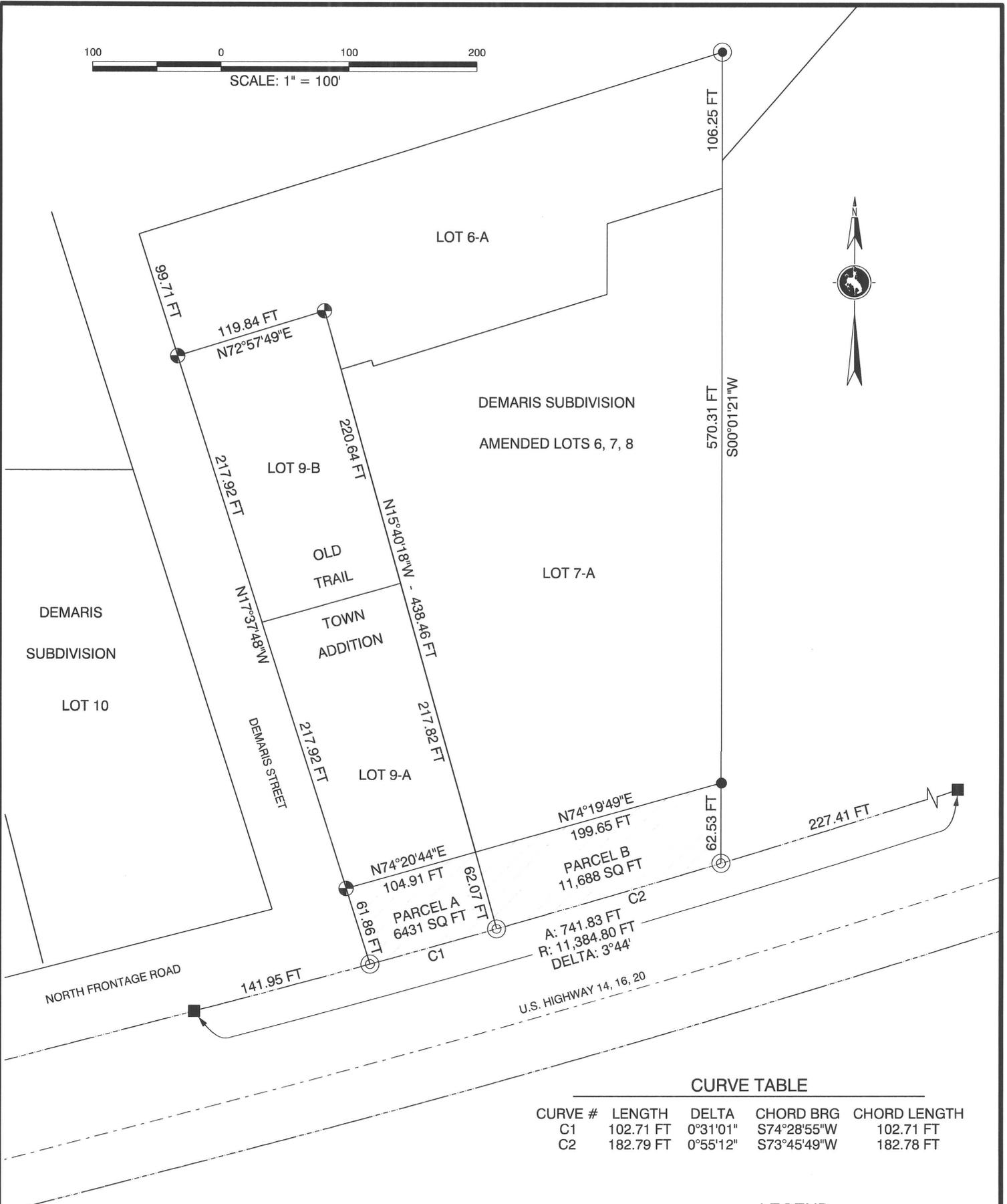
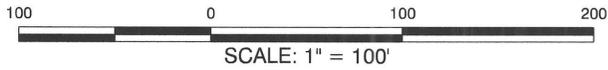
PASSED ON FIRST READING _____

PASSED ON SECOND READING _____

PASSED, ADOPTED AND APPROVED ON
THIRD AND FINAL READING _____

ATTEST: _____

Cindy Baker, Administrative Services Director



CURVE TABLE

CURVE #	LENGTH	DELTA	CHORD BRG	CHORD LENGTH
C1	102.71 FT	0°31'01"	S74°28'55"W	102.71 FT
C2	182.79 FT	0°55'12"	S73°45'49"W	182.78 FT

NOTES

1. BEARING BASE IS GEODETIC BASED ON THE WYOMING STATE PLANE COORDINATE SYSTEM, NAD83(2011), WEST CENTRAL ZONE.
2. PARCELS A AND B SHOWN HEREON ARE TO BE SUBJECT TO A PUBLIC UTILITY EASEMENT DEDICATED TO THE CITY OF CODY ENCOMPASSING THE ENTIRETY OF SAID PARCELS.
3. VACATION OF PARCELS A AND B PER CITY COUNCIL RESOLUTION NO. _____.

LEGEND

- PROPERTY BOUNDARY
- US HIGHWAY R-O-W
- R-O-W CENTERLINE
- FOUND 2" ALUMINUM CAP
- SET 2" ALUMINUM CAP
- FOUND 3" BRASS CAP
- FOUND R-O-W MONUMENT

CERTIFICATE OF SURVEYOR

I, BRETT J. FARMER, OF CODY WYOMING, BEING A DULY LICENSED SURVEYOR IN THE STATE OF WYOMING, HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON IS BASED ON FIELD SURVEY MEASUREMENTS MADE BY ME ON JULY 7, 2016 AND THAT IT IS A RECORD OF SURVEY SHOWING RIGHT-OF-WAY AREAS TO BE VACATED WITHIN A PORTION OF NORTH FRONTAGE ROAD LOCATED WITHIN THE DEMARIS SUBDIVISION WITHIN THE CITY OF CODY, PARK COUNTY, WYOMING.

BRETT J. FARMER
WYOMING REGISTRATION NO. 15644, LS

RECORD OF SURVEY

SHOWING:
PROPOSED VACATION OF
CITY OF CODY RIGHT-OF-WAY WITHIN
A PORTION OF NORTH FRONTAL ROAD
LOCATED WITHIN DEMARIS SUBDIVISION,
LOT 72A, RESURVEY T.52N., R.102W., 6TH P.M.,
CITY OF CODY, PARK COUNTY, WYOMING



2824 BIG HORN AVE.
CODY, WY 82414
OFFICE: 307-527-0915
FAX: 307-527-0916

AUGUST 8, 2015
BY: DT CHK: BF
PROJ. # 2016-45
BK: 1A373 PG: 75

