

City of Cody City Council

AGENDA

Tuesday, January 3, 2017 – 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

Oath of Office – Matt Hall, Jerry Fritz, Landon Greer and Glenn A. Nielson (Cindy Baker, City Clerk)

Recognition – Outgoing Mayor Brown and Council Member Steve Miller (Barry Cook, City Administrator)

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 December 20, 2016.
- b. Approve Vouchers and Payroll in the amount of \$574,286.10.
- c. Approve and authorize Barry Cook, City Administrator to sign the retainage release document for the Cody Cupboard building renovation project to Heart Mountain Construction, with a release date being after January 3, 2017.
- d. Authorize the outgoing Mayor Brown and incoming Mayor Hall to sign a letter to change the authorized official, primary designee and secondary designee for the City of Cody's participation in the SSBCI Consortium.
- e. Approve the designation of certain equipment as surplus and authorize staff to proceed with selling said equipment utilizing an online auction process.
- f. Authorize the removal of Nancy Tia Brown and Steve Miller and Add Mat Hall and Landon Greer as authorized signers on the City's checking accounts with Wells Fargo.
- g. Consider appointing Council Member Greer as Council President for a one year term ending December 31, 2017.
- h. Authorize Mayor Matt Hall and Council Member Donny Anderson or Landon Greer as Official Voting Delegate and alternates for the 2017 WAM Winter Workshop.
- i. Consider approval of the Official Community Appointments for 2017: Municipal Court Judge, C.E. Webster II; Alternate Municipal Court Judges, James Allison, and John Housel; Fire Marshall, Sam Wilde; and Fire Chief, Bryan Reiter.

- j. Declare the Cody Enterprise as the City's Official publication per §15-1-110.
 - k. Award a professional services contract with Engineering Associates for the City of Cody sewer facilities, Phase II and authorize the Mayor to sign the contract, 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.

Todd Stowell - Zoning Update

3. **Public Hearing**

4. **Conduct of Business**

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

Staff Reference: Cindy Baker, Administrative Services Officer

- b. RESOLUTION 2017-01

A RESOLUTION ADOPTING THE 2017 ELECTRICAL DISTRIBUTION STANDARDS POLICY

Staff Reference: Steve Payne, Public Works Director

- c. ORDINANCE 2016-17 –THIRD AND FINAL READING
AN ORDINANCE AMENDING TITLE 1, CHAPTER 7C, SECTION 5 OF
THE CITY OF CODY CODE: SALARIES.

Staff Reference: Scott Kolpitzke, City Attorney

5. **Tabled Items**

6. **Matters from Staff Members**

7. **Matters from Council Members**

8. **Adjournment**

Upcoming Meetings:

January 12, 2017 – Thursday – Work Session 4:15 p.m. - TENTATIVE
January 17, 2017 – Tuesday – Regular Council Meeting 7:00 p.m.

City of Cody
Council Proceedings
Tuesday, December 20, 2016

A pre-meeting was held at 6:30 p.m. to discuss the agenda for the Regular No action was taken.

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, December 20, 2016 at 7:00 p.m.

Present: Mayor Brown, Council Members Donny Anderson, Karen Ballinger, Jerry Fritz, Steve Miller and Stan Wolz, and City Attorney Scott Kolpitzke

Absent: Council Member Landon Greer, and Administrative Services Officer, Cindy Baker.

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

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

Mayor Brown and Council Members recognized retiring employee Harvey Bremer.

Council Member Miller made a motion seconded by Council Member Ballinger to approve the consent calendar which includes approval of Minutes – Special Minutes from December 8, 2016 and Regular Minutes from December 6, 2016 meeting; approve Vouchers and Payroll in the amount of \$1,537,748.07; approve and authorize Barry Cook, City Administrator to sign the retainage release document for the Park Avenue sewer replacement project to Harris Trucking and Construction, with a release date of on or after January 3, 2017; approve the depository applications and designate as official depositories for the City of Cody for the calendar year 2017; approve and Authorize the Mayor to enter into and sign a lease between the City of Cody and Cody Cupboard; and authorize an extension to record the Amended Plat of Lots 20-28, 31, 32 and 49 of the deMaris Subdivision (Stampede Grounds). Vote was unanimous.

Council Member Anderson made a motion seconded by Council Member Fritz appoint Steve Miller to the Planning, Zoning and Adjustment Board for the remainder of resigning member Justin Ness' term, January 1, 2017 through December 31, 2018. Vote was unanimous.

Council Member Ballinger made a motion seconded by Council Member Anderson to appoint Gera Feist to the Cody Tree Board for a two-year term, January 1, 2017 through December 31, 2018. Vote was unanimous.

RESOLUTION 2016-22

CLAIRIFICATION OF WATER PURCHASE AGREEMENT WITH SHOSHONE MUNICIPAL PIPELINE JOINT POWERS BOARD

Council Member Miller made a motion seconded by Council Member Fritz to approve Resolution 2016-22. Vote was unanimous.

RESOLUTION 2016-23 MITIGATION PLAN

Council Member Fritz made a motion seconded by Council Member Ballinger to approve Resolution 2016-23. Vote was unanimous.

ORDINANCE 2016-17 – SECOND READING

AN ORDINANCE AMENDING TITLE 1, CHAPTER 7C, SECTION 5 OF THE CITY OF CODY CODE: SALARIES. Council Member Ballinger made a motion seconded by Council Member Fritz to approve Ordinance 2016-17 on Second Reading. Vote was unanimous.

There being no further action Mayor Brown adjourned the meeting at 7:56 p.m.

Nancy Tia Brown
Mayor

Cindy Baker
Administrative Services Officer

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
813-NCPERS WYOMING					
125412					
123116	PREMIUM	12/29/2016	400.00	400.00	1216
Total :			400.00	400.00	
Total 125412:			400.00	400.00	
AMERICAN FAMILY LIFE ASSUR					
550					
278622	AFLAC PREMIUM	12/29/2016	2,078.76	2,078.76	1216
Total :			2,078.76	2,078.76	
Total 550:			2,078.76	2,078.76	
ANIXTER, INC.					
130622					
3410335-01	WASTEWATER TREATMEANT FACILITY PROJECT	12/09/2016	777.48	.00	1216
3410335-01	WASTEWATER TREATMEANT FACILITY PROJECT	12/09/2016	918.84	.00	1216
3410335-01	WASTEWATER TREATMEANT FACILITY PROJECT	12/09/2016	1,837.68	.00	1216
3417260-00	SYSTEM UPGRADE	12/09/2016	95.00	.00	1216
Total :			3,629.00	.00	
Total 130622:			3,629.00	.00	
ASPEN PRACTICE P.C.					
127886					
120316	PRE-EMPLOYMENT EXAM	12/03/2016	1,665.00	.00	1216
123116	PRE-EMPLOYMENT TESTING	12/01/2016	2,161.25	.00	1216
Total :			3,826.25	.00	
Total 127886:			3,826.25	.00	
BACON, PAIGE					
130298					
1787	REC CENTER REFUND	12/08/2016	8.00	.00	1216
Total :			8.00	.00	
Total 130298:			8.00	.00	
BLANCHARD, RICK					
131105					
122116	WITNESS FEES - BENCH TRIAL	12/21/2016	5.00	.00	1216
Total :			5.00	.00	
Total 131105:			5.00	.00	
BLUE CROSS BLUE SHIELD OF WYOMING					
1360					
121916	HEALTH PREMIUMS - JAN 2017	12/19/2016	114,132.17	.00	1216
Total :			114,132.17	.00	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
Total 1360:			114,132.17	.00	
BOLLINGER, KIRK					
131096					
1784	REC CENTER REFUND	12/08/2016	125.50	.00	1216
Total :			125.50	.00	
Total 131096:			125.50	.00	
BORDER STATES INDUSTRIES, INC					
1420					
912310330	Xfmr 1ph 25 kVA URD 120/240-7.2	12/13/2016	1,886.75	.00	1216
912310330	Xfmr 1ph 25 kVA URD 120/240-7.2	12/13/2016	5,660.25	.00	1216
Total :			7,547.00	.00	
Total 1420:			7,547.00	.00	
BOYLES, PENNY					
131106					
122116	WITNESS FEES - BENCH TRIAL	12/21/2016	5.00	.00	1216
Total :			5.00	.00	
Total 131106:			5.00	.00	
BROWN, PAT					
131094					
120116	UNLOCK CAR TO BE MOVED	12/01/2016	40.00	.00	1216
Total :			40.00	.00	
Total 131094:			40.00	.00	
CITY OF CODY					
2260					
123016	Utilities	12/30/2016	857.46	.00	1216
123016	Utilities	12/30/2016	5,296.53	.00	1216
123016	Utilities	12/30/2016	1,629.00	.00	1216
123016	Utilities	12/30/2016	2,674.92	.00	1216
123016	Utilities	12/30/2016	8,024.75	.00	1216
123016	Utilities	12/30/2016	1,290.87	.00	1216
123016	Utilities	12/30/2016	332.50	.00	1216
123016	Utilities	12/30/2016	501.88	.00	1216
123016	Utilities	12/30/2016	2,696.77	.00	1216
123016	Utilities	12/30/2016	11,103.95	.00	1216
123016	Utilities	12/30/2016	679.86	.00	1216
123016	Utilities	12/30/2016	3,131.42	.00	1216
123016	Utilities	12/30/2016	33.08	.00	1216
123016	Utilities	12/30/2016	2,366.64	.00	1216
Total :			40,619.63	.00	
Total 2260:			40,619.63	.00	

	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
127400						
	120816	PETTY CASH PD - ALCOHOL COMPLIANCE	12/08/2016	17.88	.00	1216
Total :				17.88	.00	
Total 127400:				17.88	.00	
CODY OLD TIME PHOTOS						
131098						
	1.2610.26	DEPOSIT REFUND	12/14/2016	50.78	.00	1216
Total :				50.78	.00	
Total 131098:				50.78	.00	
COLLINS, NATALIE						
130375						
	1786	REC CENTER REFUND	12/08/2016	14.00	.00	1216
Total :				14.00	.00	
Total 130375:				14.00	.00	
COPENHAVER KATH KITCHEN KOLPITCKE LLC						
3140						
	113016	LEGAL SERVICES	12/04/2016	6,907.92	.00	1216
Total :				6,907.92	.00	
Total 3140:				6,907.92	.00	
DAWE, DESIRE						
131100						
	121416	WITNESS FEE - BENCH TRIAL	12/14/2016	5.00	.00	1216
	121416	MILEAGE	12/14/2016	26.89	.00	1216
Total :				31.89	.00	
Total 131100:				31.89	.00	
DEPT OF FAMILY SERVICES						
125899						
	0233-SEP16	BACKGROUND CHECK	09/13/2016	10.00	.00	1216
Total :				10.00	.00	
Total 125899:				10.00	.00	
ECOLAB INC						
128686						
	8871952	PEST CONTROL - EL SHOP	12/20/2016	54.34	.00	1216
	8871953	PEST CONTROL - SANT/RECY	12/20/2016	54.34	.00	1216
	8871955	PEST CONTROL - WW LAB	12/20/2016	50.00	.00	1216
Total :				158.68	.00	
Total 128686:				158.68	.00	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
GLOBAL TECHNOLOGY RESOURCES INC					
130118					
IC0439348	COMPUTER SUPPORT	12/20/2016	819.00	.00	1216
Total :			819.00	.00	
Total 130118:			819.00	.00	
GORSKI, GREGORY					
131102					
17.7676.12	DEPOSIT REFUND	12/16/2016	27.32	.00	1216
Total :			27.32	.00	
Total 131102:			27.32	.00	
GRAHAM DIETZ & ASSOCIATES					
4620					
161113-00003	PARK AVE SEWER PROJECT	12/21/2016	4,555.00	.00	1216
Total :			4,555.00	.00	
Total 4620:			4,555.00	.00	
HULT, TONY					
131104					
122116	WITNESS FEES - BENCH TRIAL	12/21/2016	5.00	.00	1216
Total :			5.00	.00	
Total 131104:			5.00	.00	
JERRY POST PSY D PC					
131107					
7584	PRE-EMPLOYMENT TESTING	12/21/2016	300.00	.00	1216
Total :			300.00	.00	
Total 131107:			300.00	.00	
KEEGAN, KRISJANSONS & MILES, PC					
130778					
871	CITY V. EDWARDS	11/30/2016	59.40	.00	1216
Total :			59.40	.00	
Total 130778:			59.40	.00	
KOPERSKI, JASON					
131095					
1785	REC CENTER REFUND	12/08/2016	9.00	.00	1216
Total :			9.00	.00	
Total 131095:			9.00	.00	

LOGIN

	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
131093						
	28865	ANNUAL MEMBERSHIP	11/14/2016	525.00	.00	1216
Total :				525.00	.00	
Total 131093:				525.00	.00	
MARCHANT, DEBI						
131103						
	14.7520.24	DEPOSIT REFUND	12/19/2016	86.91	.00	1216
Total :				86.91	.00	
Total 131103:				86.91	.00	
MORRISON-MAIERLE INC						
130985						
	166596	SUNSET BLVD WATERLINE	12/03/2016	3,361.75	.00	1216
Total :				3,361.75	.00	
Total 130985:				3,361.75	.00	
MSPS						
127866						
	INV3055	Irton 100W ERT, W/PLUG	11/15/2016	5,832.00	.00	1216
	INV3055	Kamstrup 5/8" x 3/4" meter	11/15/2016	6,900.00	.00	1216
	INV3055	SHIPPING	11/15/2016	134.50	.00	1216
Total :				12,866.50	.00	
Total 127866:				12,866.50	.00	
NORTHWEST PIPE						
7400						
	1734286	Clamp Repair 6" x 15"	12/05/2016	458.04	.00	1216
	1735040	REPAIR CLAMPS	12/19/2016	100.00	.00	1216
Total :				558.04	.00	
Total 7400:				558.04	.00	
ONE-CALL OF WYOMING						
127665						
	43268	ONE CALL FEES - NOV 2016	12/19/2016	10.50	.00	1216
	43268	ONE CALL FEES - NOV 2016	12/19/2016	10.50	.00	1216
	43268	ONE CALL FEES - NOV 2016	12/19/2016	10.50	.00	1216
	43268	ONE CALL FEES - NOV 2016	12/19/2016	10.50	.00	1216
Total :				42.00	.00	
Total 127665:				42.00	.00	
PARK COUNTY						
7670						
	117	LEC CONTRACT - DISPATCH	12/01/2016	25,985.95	.00	1216
	117	LEC CONTRACT - CONSOLE	12/01/2016	3,184.96	.00	1216
	117	LEC CONTRACT - UTILITIES	12/01/2016	1,094.53	.00	1216

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
Total :			30,265.44	.00	
Total 7670:			30,265.44	.00	
PHILLIPS, SIAN					
131099					
121416	WITNESS FEES - BENCH TRIAL	12/14/2016	5.00	.00	1216
Total :			5.00	.00	
Total 131099:			5.00	.00	
PROVIDENT LIFE & ACCIDENT INS					
128033					
123116	UNUM OPTIONAL POLICIES PREMIUM	12/29/2016	167.06	167.06	1216
Total :			167.06	167.06	
Total 128033:			167.06	167.06	
ROCKY MOUNTAIN POWER					
7570					
122016	UTILITIES	12/20/2016	324.68	.00	1216
122016	UTILITIES	12/20/2016	29.97	.00	1216
Total :			354.65	.00	
Total 7570:			354.65	.00	
SWEARINGEN, JACOB					
131101					
6.1670.18	DEPOSIT REFUND	12/12/2016	50.91	.00	1216
Total :			50.91	.00	
Total 131101:			50.91	.00	
SYSTEMS GRAPHICS INC					
129162					
13478	CYCLE 1 OUTSOURCE BILLS	12/15/2016	4.09	.00	1216
13478	CYCLE 1 OUTSOURCE BILLS	12/15/2016	49.02	.00	1216
13478	CYCLE 1 OUTSOURCE BILLS	12/15/2016	69.45	.00	1216
13478	CYCLE 1 OUTSOURCE BILLS	12/15/2016	28.60	.00	1216
13478	CYCLE 1 OUTSOURCE BILLS	12/15/2016	257.37	.00	1216
13487	CYCLE 2 OUTSOURCE BILLS	12/26/2016	2.17	.00	1216
13487	CYCLE 2 OUTSOURCE BILLS	12/26/2016	21.52	.00	1216
13487	CYCLE 2 OUTSOURCE BILLS	12/26/2016	30.49	.00	1216
13487	CYCLE 2 OUTSOURCE BILLS	12/26/2016	12.55	.00	1216
13487	CYCLE 2 OUTSOURCE BILLS	12/26/2016	112.98	.00	1216
Total :			588.24	.00	
Total 129162:			588.24	.00	
THE OFFICE SHOP INC					
7440					
48483	COPIER CONTRACT - POLICE	11/28/2016	1,125.71	.00	1216

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
Total :			1,125.71	.00	
Total 7440:			1,125.71	.00	
UNUM LIFE INSURANCE - LIFE					
127935					
123116	PREMIUM	12/29/2016	1,686.22	1,686.22	1216
Total :			1,686.22	1,686.22	
Total 127935:			1,686.22	1,686.22	
WESCO RECEIVABLES CORP					
10480					
063820	SUPPLIES	12/05/2016	323.00	.00	1216
065176	SYSTEM UPGRADES	12/09/2016	1,569.61	.00	1216
Total :			1,892.61	.00	
Total 10480:			1,892.61	.00	
WHEELER, PAUL					
131097					
1783	REC CENTER REFUND	12/08/2016	13.05	.00	1216
Total :			13.05	.00	
Total 131097:			13.05	.00	
WYOMING ASSOCIATION OF MUNICIPALITIES					
10770					
15235	WAM WINER WORKSHOP	12/08/2016	650.00	.00	1216
15235	WAM WINER WORKSHOP	12/08/2016	225.00	.00	1216
Total :			875.00	.00	
Total 10770:			875.00	.00	
WYOMING DEPARTMENT OF WORKFORCE SERVICES					
10670					
123116	CONTRIBUTIONS	12/29/2016	6,470.29	6,470.29	1216
123116	VOLUNTEERS PD	12/29/2016	8.74	8.74	1216
123116	VOLUNTEERS REC	12/29/2016	21.88	21.88	1216
Total :			6,500.91	6,500.91	
Total 10670:			6,500.91	6,500.91	
WYOMING RETIREMENT SYSTEM					
10950					
134927-9	CONTRIBUTIONS -	12/29/2016	72,009.60	72,009.60	1216
Total :			72,009.60	72,009.60	
Total 10950:			72,009.60	72,009.60	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
WYOMING RURAL ELECTRIC ASSOCIATION					
123370					
16-233	TRAINING FEES	11/30/2016	496.00	.00	1216
Total :			496.00	.00	
Total 123370:			496.00	.00	
Grand Totals:			318,852.78	82,842.55	
		Payroll	255,433.32		
			574,286.10		

Report Criteria:

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

MEETING DATE: JANUARY 3, 2017

DEPARTMENT: ADMINISTRATIVE SERVICES

PREPARED BY: LESLIE BRUMAGE

PRESENTED BY: LESLIE BRUMAGE

AGENDA ITEM SUMMARY REPORT

Retainage Release – Cody Cupboard building renovation

ACTION TO BE TAKEN:

Authorize Barry A. Cook, City Administrator to sign the retainage release document for the Cody Cupboard building renovation project to Heart Mountain Construction, with a release date of on or after January 3, 2017.

SUMMARY OF INFORMATION:

The City of Cody has deposited a total of \$38,390.78 into a retainage account for Heart Mountain Construction for the Cody Cupboard building renovation project. The final payment has been advertised and the 41-day period will be over on January 3, 2017 at which time the retainage payout is due.

Per the account assignment agreement, the City must provide written authorization to the bank to release the retainage funds along with any accrued interest on the account.

FISCAL IMPACT

None – the withheld retainage has already been booked to the expense account.

ATTACHMENTS

1. Retainage release

AGENDA & SUMMARY REPORT TO:

None

AGENDA ITEM NO. _____

MEETING DATE: JANUARY 3, 2017

DEPARTMENT: ADMINISTRATIVE SERVICES

PREPARED BY: LESLIE BRUMAGE

PRESENTED BY: LESLIE BRUMAGE

AGENDA ITEM SUMMARY REPORT

Change in Authorized SSBCI Official

ACTION TO BE TAKEN:

Authorize outgoing Mayor Brown and incoming Mayor Hall to sign a letter to change the authorized official, primary designee and secondary designee for the City of Cody's participation in the SSBCI Consortium.

SUMMARY OF INFORMATION:

Pursuant to the regulations of the State Small Business Credit Initiative (SSBCI), a participating municipality must provide the Treasury with written notice of any change in the authorized official or designee for that municipality.

Mayor Brown is currently the authorized official and Leslie Brumage is currently the primary designee who serves on the Board as the City's representative. With Mayor Brown's term ending, the City must name the new Mayor as the authorized official. Additionally, we are adding a secondary designee, Barry Cook, who can attend meetings and take action on the Board if Leslie is unable to attend a meeting.

FISCAL IMPACT

None

ATTACHMENTS

1. Letter of authorization

AGENDA & SUMMARY REPORT TO:

None

AGENDA ITEM NO. _____



CITY OF CODY
WYOMING

Nancy Tia Brown
MAYOR

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

C. Edward Webster II
MUNICIPAL JUDGE

Barry A. Cook
CITY ADMINISTRATOR

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

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

January 3, 2017

Janine Jordan, City Manager
City of Laramie
Lead City of SSBCI Consortium
PO Box C
Laramie, WY 82073

Pursuant to the Cooperative Agreement, specifically section 4.1, please let this serve as notice and/or ratification of our Participating Municipality's designee appointed and designated to serve on the Board established and set-forth pursuant to the Cooperative Agreement:

Name of Municipality: City of Cody

Authorized Municipal Official: Matt Hall, Mayor

Designee: Leslie E. Brumage, Finance Officer (primary)
Barry A. Cook, City Administrator (secondary)

Primary Designee's Contact Information:

Mailing address: PO Box 2200 Cody, WY 82714
Email: Leslieb@cityofcody.com
Phone: 307-527-3467

Secondary Designee's Contact Information:

Mailing address: PO Box 2200 Cody, WY 82714
Email: bcook@cityofcody.com
Phone: 307-527-3462

Signed: _____ Date: _____

Nancy Tia Brown, outgoing Mayor of Participating Municipality

Signed: _____ Date: _____

Matt Hall, new Mayor of Participating Municipality

MEETING DATE: JANUARY 3, 2017
 DEPARTMENT: ADMINISTRATIVE SERVICES
 PREPARED BY: LESLIE BRUMAGE
 PRESENTED BY: LESLIE BRUMAGE

AGENDA ITEM SUMMARY REPORT

Declaration of Surplus Items

ACTION TO BE TAKEN:

Designate the equipment on the following list as surplus and authorize staff to proceed with selling them at an online auction.

SUMMARY OF INFORMATION:

The City of Cody holds periodic online auctions for the sale of surplus equipment and lost/abandoned property through the Public Surplus Auction Site. The departments have forwarded the following list of items to be declared surplus:

Description	Department
142 Gallons automatic transmission fluid in open barrels	525
Lot of blank cassette tapes	310
Clock radio & camera	310
Digital recorder	310
Hand mirrors	310
Hog panels	520
Lot of misc jewelry	310
Lapel microphone	310
Multi tool knife	310
2002 Freightliner sweeper	520
HP laserjet toner cartridge	310
Vinyl cutter	520

FISCAL IMPACT

There is no fee to the City for listing or selling equipment on the site. All fees are paid by the winning bidder through a bidder's premium of 7% added to the sale price of the equipment. All items will be sold to the highest bidder.

ALTERNATIVES

1. Approve the list, declaring the items as surplus and available for auction
2. Reject the list and cancel the auction

ATTACHMENTS

None

AGENDA & SUMMARY REPORT TO:

None

AGENDA ITEM NO. _____

MEETING DATE: JANUARY 3, 2017

DEPARTMENT: ADMINISTRATIVE SERVICES

PREPARED BY: LESLIE BRUMAGE

PRESENTED BY: LESLIE BRUMAGE

AGENDA ITEM SUMMARY REPORT

Update Authorized Bank Account Signers

ACTION TO BE TAKEN:

Authorize the removal of Nancy Tia Brown and Steve Miller and add Matt Hall and Landon Greer as authorized signers on the City's checking accounts with Wells Fargo Bank.

SUMMARY OF INFORMATION:

By State Statute, all checks must be signed by the Mayor and countersigned by the Clerk/Treasurer. Historically, in addition to Cindy Baker as the City Clerk/Treasurer and the Mayor the Council President has also been an authorized signer to act in the absence of the Mayor or the Clerk/Treasurer when a check needs to be signed.

With the departure of both Nancy and Steve, it is necessary for the City to update the authorized signers and signature cards for the two checking accounts at Wells Fargo Bank. Cindy Baker will remain as a signer on the account as Clerk/Treasurer.

FISCAL IMPACT

None

ATTACHMENTS

None

AGENDA & SUMMARY REPORT TO:

None

AGENDA ITEM NO. _____

MEETING DATE: JANUARY 3, 2017
DEPARTMENT: PUBLIC WORKS
PREPARED BY: STEPHEN PAYNE, PE
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____
PRESENTED BY: STEPHEN W. PAYNE, PE

AGENDA ITEM SUMMARY REPORT PROFESSIONAL SERVICES CONTRACT

ACTION:

Staff requests that the Mayor and Council award a professional services contract with Engineering Associates for the City of Cody sewer facilities, Phase II, and authorize the Mayor to sign the contract as presented (subject to review and approval by the City Attorney). The contract has been attached for Council review and approval.

SUMMARY:

The City needs to begin the planning and preliminary design for Phase II of the Wastewater Treatment Plant Upgrades.

As the project has moved forward and after consultation with staff members at the DEQ and EPA it has become apparent that the phasing originally developed by City staff based on the information available at the time, should be augmented. The amendment before the Council creates a substantial increase to the scope of work, task assignment and proposes to add approximately \$111,500 to the contract for services.

In the FY2012-2013 budget, the Council authorized the development of a Master Plan study of the sewer lagoons that was completed by Engineering Associates. The study outlined a Flow Diagram for anticipated work over the next several years. The diagram identified required improvements that are anticipated to cost \$8.5 million. Through time, consultation with the DEQ-LQD and the EPA, the estimate of required improvements climbed at one time to \$10.6 million, but has now been revised to be a total of \$9.6 Million. Phase I improvements have been funded, designed, bid and are being constructed.

Phase II has been substantially funded with the approval of the Special Purpose Tax, but there are other components of the funding that still need to be worked. The other components are intended to involve SLIB grant funds, SRF Loan Funds with some principal forgiveness and reserve funds. Before the City can apply for the SLIB and SRF funds some details need to be designed such as follows:

1. Design report
2. Ideal Process design/hydraulics
3. Ideal Process sheets and specifications
4. UV system design
5. Effluent irrigation and pumping design
6. Biosolids bed/pumping design
7. Preliminary Mechanical/Electrical and SCADA design
8. Two on-site visits to locations currently supported with the Ideal Curtain System.

FISCAL IMPACT

This contract calls for cost reimbursement for time and materials, but for a "Not to Exceed" amount of \$157,500.

ALTERNATIVES

Award an amendment to the professional services contract with Engineering Associates increasing the contract from \$128,500 to \$240,000.

RECOMMENDATION

Staff recommends that the Mayor and Council award the professional services contract with Engineering Associates for the City of Cody sewer facilities and authorize the Mayor to sign the contract as presented.

AGENDA ITEM NO. _____

ATTACHMENTS

Contract

AGENDA & SUMMARY REPORT TO:

Rob Overfield, PE – Engineering Associates

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of December 20, 2016 ("Effective Date") between CITY OF CODY, WYOMING ("Owner") and ENGINEERING ASSOCIATES ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: WASTEWATER TREATMENT FACILITY – PHASE 2 PROCESS DESIGN ("Project").

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

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

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: N.A. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time. See Exhibit A for Tasks, Fees, and Schedule Breakdown.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) ,in addition, Engineer may, after giving seven days written notice to Owner, suspend Services under this

Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Services; Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Owner shall pay Engineer for Services as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.
2. Engineer's Standard Hourly Rates are attached as Appendix 1.
3. The total compensation for Services and reimbursable expenses is estimated to be \$157,500. See Exhibit A for Tasks, Fees, and Schedule Breakdown.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.

- c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
- d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

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

- B. In the event of any termination under Paragraph 3.01.A, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any. Engineer's charges shall include efforts necessary to assemble and deliver project materials to Owner.

4.01 *Successors, Assigns, and Beneficiaries*

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

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by

others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 - 3. ~~Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and~~
 - 4. such limited license to Owner shall not create any rights in third parties.

- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, ~~and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$20,000 or the total amount of compensation received by Engineer, whichever is greater.~~ Upon written request from Owner, Engineer may negotiate a higher limitation of liability amount with a corresponding additional fee.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

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

7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 *Attachments:*

Exhibit A – Tasks, Fees, and Schedule Breakdown

Exhibit B – General Project Location

Exhibit C – Flow Diagram / Hydraulic Profile (Phase 2)

Appendix 1 - Engineer's Standard Hourly Rates

Appendix 2 - Engineer's Scope of Services

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

Owner: CITY OF CODY, WYOMING
Signed By: _____
Print name: Nancy Tia Brown
Title: Mayor
Date Signed: _____

Engineer: ENGINEERING ASSOCIATES
Signed By: _____
Print name: Robert A. Overfield, PE
Title: Principal
Date Signed: _____

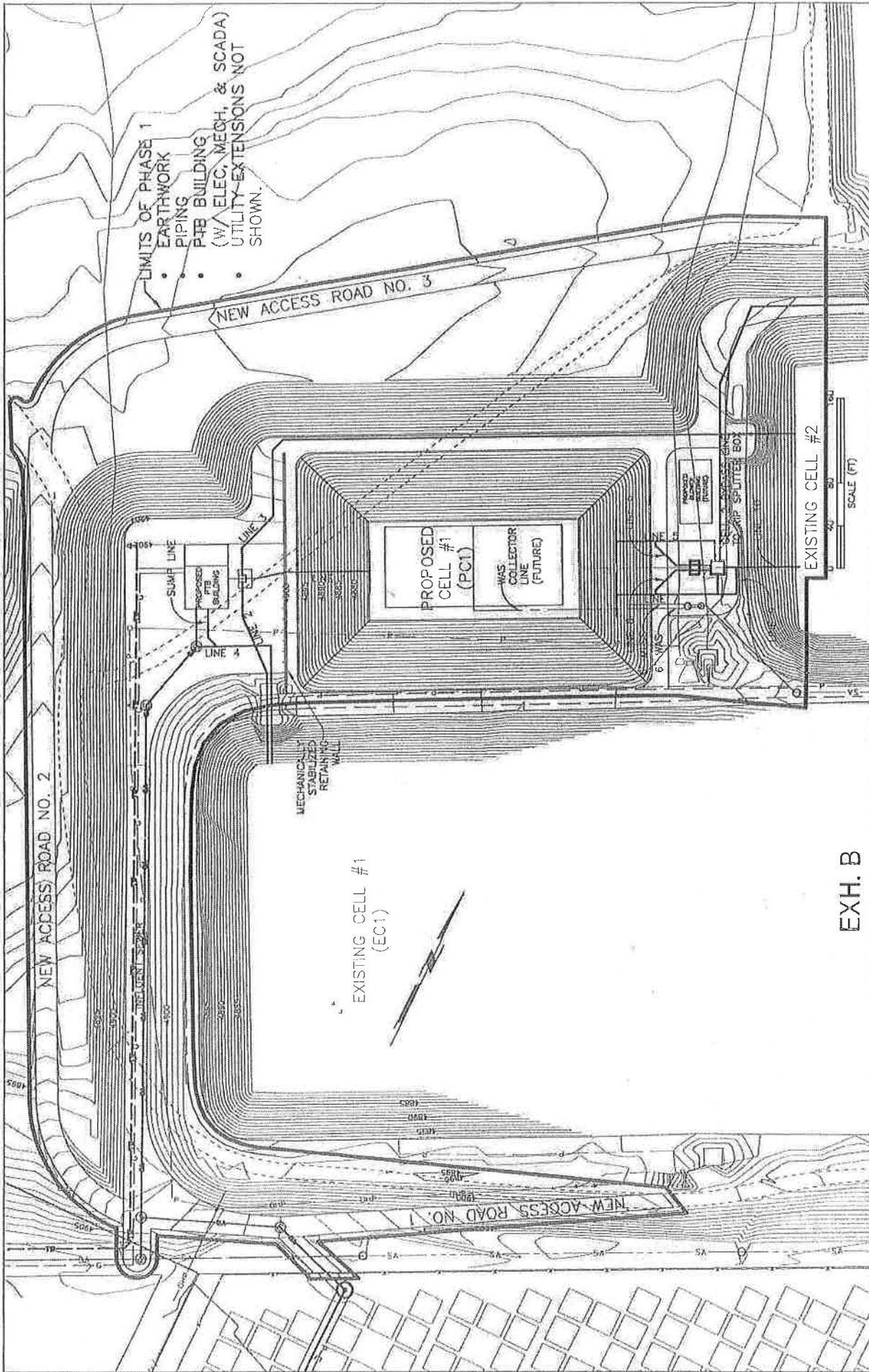
Professional Engineer License No.: WYO 3962

Address for giving notices:
P.O. Drawer 2200
1338 Rumsey Street
Cody, Wyoming 82414
(307) 587-7511
Fax (307) 587-6532

Address for giving notices:
P.O. Box 1900
902 13th Street
Cody, Wyoming 82414
(307) 587-4911
Fax (307) 587-2596

EXHIBIT A

EXHIBIT A - TASKS, FEES, AND SCHEDULE BREAKDOWNS		DATED: DEC 14, 2016		
CITY OF CODY, WY				
WWTF SCREENING OPERATION - PHASE 2 PROCESS DESIGN				
TASKS:	FEES:	SCHEDULE:	DURATION:	
1	PHASE 2 - DESIGN REPORT: IDEAL PROCESS DESIGN/HYDRAULICS, PRELIMINARY PROCESS SHEETS AND SPECS, UV SYSTEM, EFFLUENT IRRIGATION/PUMPING SYSTEM, BIOSOLIDS BED/PUMPING, PREL MECH/ELEC/SCADA, TWO FIELD TRIPS.	\$157,500	NTP WITH AGREEMENT SIGNING	COMPLETION BY DECEMBER 31, 2017.
	NOTE: WORK LISTED IN TASK 2 IS NOT INCLUDED IN TASK 1. AMENDMENT TO AGREEMENT WILL BE PROCESSED BEFORE TASK 2 WORK BEGINS.			
2	PHASE 2 - FINAL DESIGN: DETAILED IDEAL PROCESS, GRADING, AND M/E/SCADA PLANS; STRUCTURAL SHEETS; DETAILED SPECIFICATIONS; PROJECT MANUAL; AND BIDDING.	TBD	TBD	TBD



LIMITS OF PHASE 1
 • EARTHWORK
 • PIPING
 • PTE BUILDING
 • (W/ ELEC, MECH, & SCADA)
 • UTILITY-EXTENSIONS NOT SHOWN.

EXH. B

DATE	DESCRIPTION	BY	REVISION
07/27/11	ISSUE FOR PERMIT	WAS	1
07/27/11	ISSUE FOR PERMIT	WAS	2
07/27/11	ISSUE FOR PERMIT	WAS	3
07/27/11	ISSUE FOR PERMIT	WAS	4
07/27/11	ISSUE FOR PERMIT	WAS	5
07/27/11	ISSUE FOR PERMIT	WAS	6
07/27/11	ISSUE FOR PERMIT	WAS	7
07/27/11	ISSUE FOR PERMIT	WAS	8
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07/27/11	ISSUE FOR PERMIT	WAS	98
07/27/11	ISSUE FOR PERMIT	WAS	99
07/27/11	ISSUE FOR PERMIT	WAS	100

ENGINEERING ASSOCIATES - CODY, WYOMING
 CONSULTING ENGINEERS & SURVEYORS

OWNER: CITY OF CODY, WYOMING

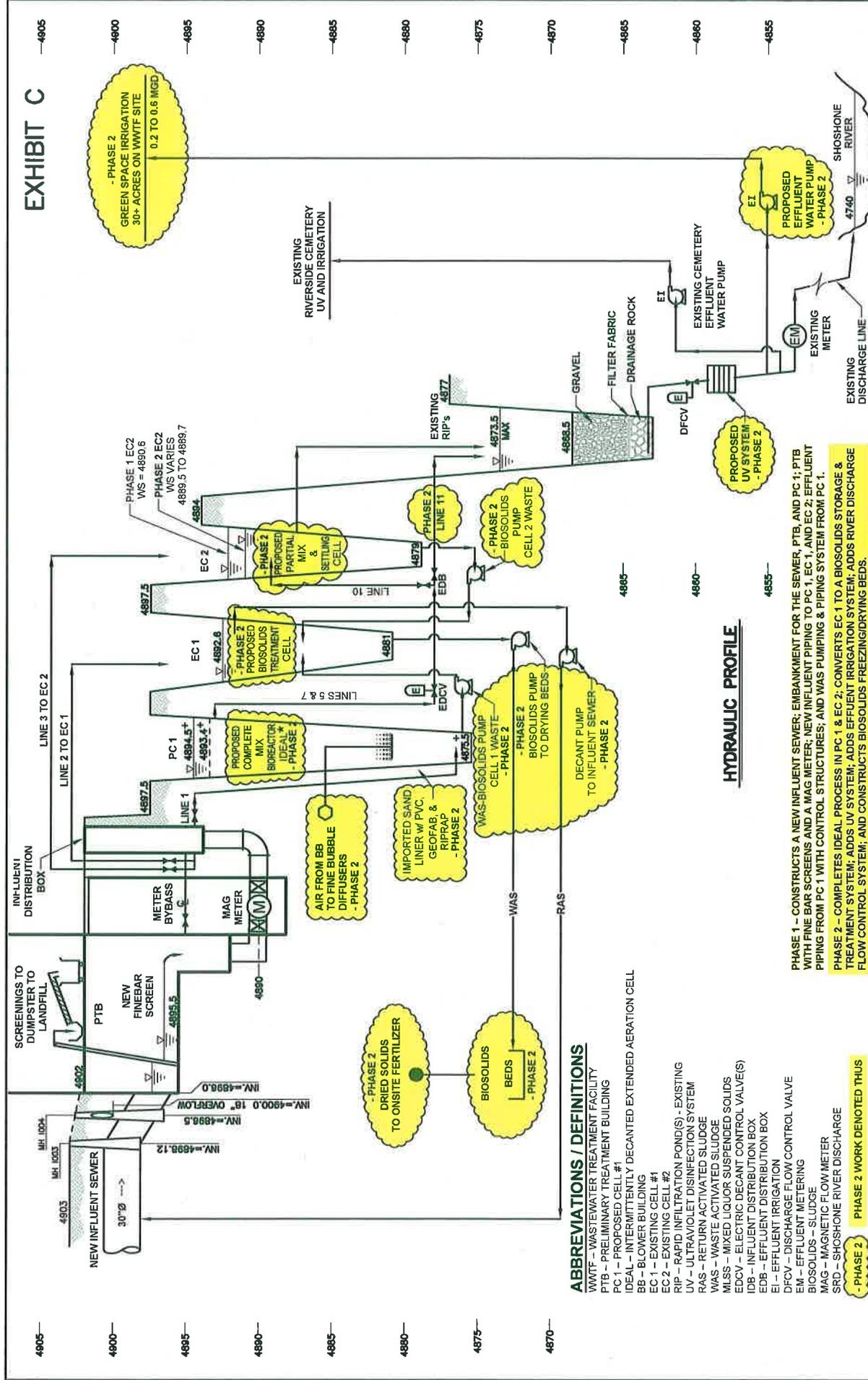
PROJECT: WWTF PHASE 1 UPGRADE

TITLE: PROJECT AREA OVERVIEW

SCALE (FT): 0 20 40 60 80 100

P-1

EXHIBIT C



HYDRAULIC PROFILE

PHASE 1 - CONSTRUCTS A NEW INFLUENT SEWER; EMBANKMENT FOR THE SEWER, PTB, AND PC 1; PTB WITH FINE BAR SCREENS AND A MAG METER; NEW INFLUENT PIPING TO PC 1, EC 1, AND EC 2; EFFLUENT PIPING FROM PC 1 WITH CONTROL STRUCTURES; AND WAS PUMPING & PIPING SYSTEM FROM PC 1.

PHASE 2 - COMPLETES IDEAL* PROCESS IN PC 1 & EC 2; CONVERTS EC 1 TO A BIOSOLIDS STORAGE & TREATMENT SYSTEM; ADDS UV SYSTEM; ADDS EFFLUENT IRRIGATION SYSTEM; AND CONSTRUCTS BIOSOLIDS FREEZING/DRYING BEDS.

ABBREVIATIONS / DEFINITIONS

- WWTF - WASTEWATER TREATMENT FACILITY
- PTB - PRELIMINARY TREATMENT BUILDING
- PC 1 - PROPOSED CELL #1
- IDEAL* - INTERMITTENTLY DECANTED EXTENDED AERATION CELL
- BB - BLOWER BUILDING
- EC 1 - EXISTING CELL #1
- EC 2 - EXISTING CELL #2
- RIP - RAPID INFILTRATION POND(S) - EXISTING
- UV - ULTRAVIOLET DISINFECTION SYSTEM
- RAS - RETURN ACTIVATED SLUDGE
- WAS - WASTE ACTIVATED SLUDGE
- MSSS - MIXED LIQUOR SUSPENDED SOLIDS
- EDCV - ELECTRIC DECANT CONTROL VALVE(S)
- IDB - INFLUENT DISTRIBUTION BOX
- EDB - EFFLUENT DISTRIBUTION BOX
- EI - EFFLUENT IRRIGATION
- DFCV - DISCHARGE FLOW CONTROL VALVE
- EM - EFFLUENT METERING
- BIO-SOLIDS - SLUDGE
- MAG - MAGNETIC FLOW METER
- SRD - SHOSHONE RIVER DISCHARGE

PHASE 2 WORK DENOTED THUS

DATE	DESIGNED	CHECKED	APPROVED	DRAWN BY	CRA
07/27/18	MM	MM	MM	MM	MM
07/25/18	MM	MM	MM	MM	MM
07/23/18	MM	MM	MM	MM	MM
07/23/18	MM	MM	MM	MM	MM

ENGINEERING ASSOCIATES - CODY, WYOMING
CONSULTING ENGINEERS & SURVEYORS

CITY OF CODY, WYOMING

PROJECT: WWTF PHASE 1 UPGRADE
TITLE: FLOW DIAGRAM / HYDRAULIC PROFILE

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated December 20, 2016.

Engineer's Standard Hourly Rates

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

B. Schedule of Hourly Rates:

	<u>Per Hour</u>	<u>December 1, 2017</u>
ENGINEERING SERVICES		
Engineer's Aide	\$ 58	
Resident Project Representative 1	\$ 68	
Resident Project Representative 2	\$ 73	
Resident Project Representative 3	\$ 80	
Resident Project Representative 4	\$ 86	
Technician 1	\$ 68	
Technician 2	\$ 73	
Technician 3	\$ 80	
Technician 4	\$ 86	
Engineer-in-Training 1	\$ 96	
Engineer-in-Training 2	\$102	
Engineer 1	\$111	
Engineer 2	\$121	
Engineer 3	\$129	
Engineer 4	\$134	
Engineer 5	\$140	
SURVEYING SERVICES		
Surveyor's Aide	\$ 58	
Survey Technician 1	\$ 68	
Survey Technician 2	\$ 73	
Survey Technician 3	\$ 80	
Survey Technician 4	\$ 86	
Land Surveyor-in-Training 1	\$ 94	
Land Surveyor-in-Training 2	\$100	
Land Surveyor 1	\$108	
Land Surveyor 2	\$112	
Land Surveyor 3	\$119	
Land Surveyor 4	\$129	

Appendix 1, Standard Hourly Rates Schedule.

EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.
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and American Society of Civil Engineers. All rights reserved. (EA 2015)

SUPPORT SERVICES

Administrative Assistant 1	\$ 56
Administrative Assistant 2	\$ 58
Administrative Assistant 3	\$ 63
Drafter 1	\$ 63
Drafter 2	\$ 67
Drafter 3	\$ 71
Drafter 4	\$ 77

LITIGATION SERVICES AND SUPPORT \$250

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

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

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

EQUIPMENT CHARGES

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

MISCELLANEOUS CHARGES

Subsistence and Lodging	\$75 to \$200 per person per day
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Commercial travel, meals, lodging, telephone, records, printing, and other vendor services will be charged at cost. Subconsultant services will be charged at a rate of 1.10 times the billed rate.

COPYING AND ELECTRONIC SCANNING

Copies - 8 ½" x 11" and 8 ½" x 14"	\$ 0.15 Each
Copies – 11" x 17"	\$ 0.50 Each
Color Copies - 8 ½" x 11" and 8 ½" x 14"	\$ 1.50 Each
Color Copies – 11" x 17"	\$ 2.00 Each
Black and White Prints – Up to 24" x 36"	\$ 5.00 per Sheet
Color Prints – Up to 24" x 36"	\$ 10.00 per Sheet
Scanned Drawing to Electronic File	\$ 12.00 Each Drawing
Reduction/Enlargement/Exact Scale of Scanned Drawings	\$ 5.00 Each Drawing
CD for Electronic Files	\$ 5.00 Each
Other Reproducible Products (i.e. Mylar, Vellum)	Negotiated

This is **Appendix 2, Engineer's Services**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated December 20, 2016.

Engineer's Services

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

Task 1 – Project Meeting

1. Conduct initial meeting with City staff.
2. Collect field survey data including, topographical features, site features, and utility depth information.
3. Create preliminary plan and profile sheets from field data using City of Cody datum.
4. Provide Design Report:
 - a. Evaluate IDEAL process system as proposed by EDI.
 - b. Assist with development of final procurement details/agreement with City and EDI.
 - c. Summarize pipe materials, pipe and system flow capacities/hydraulics, and appurtenances for new treatment and conveyance aspects of the Phase 2 work. Conveyance items include new and modified piping requirements and new and modified control structures.
 - d. Prepare process sheets and specifications.
 - e. Complete process design for UV disinfection system.
 - f. Complete effluent irrigation system design and pumping system design.
 - g. Complete experimental biosolids drying bed and pumping system design.
 - h. Provide preliminary mechanical, electrical, and SCADA needs.
 - i. Travel to two (2) existing IDEAL facilities to review performance and O&M, and provide findings in report.
5. No detailed construction drawings and specifications will be provided under this Task.
6. No Project Manual, including City of Cody standard specifications and EJCDC front end documents, will be provided under this Task.
7. Update Engineer's opinion of probable construction costs.
8. Provide three (3) copies of the Design Report to the City for review. Incorporate any modifications required by the City's review.
9. Conduct Design Report review meetings with City staff.

See attached Proposal Memo dated November 16, 2016.

PROPOSAL MEMO:

TO: Steve Payne, PE; Rob Overfield, PE; Ian Morrison, PE
FROM: Roger Jacobson, PE
SUBJECT: Engineering Fee Estimate for Phase 2 Process Design – Cody WWTF
DATE: November 16, 2016

PROCESS DESIGN WORK FOR PHASE 2

As per our previous discussions regarding the need to proceed with the design of the process components of Phase 2 at the WWTF in a timely manner, an estimate has been prepared and presented in the attached spreadsheets for the PROCESS DESIGN components of Phase 2. As noted at the top of the first spreadsheet, PROCESS DESIGN includes the design of only the wastewater treatment & conveyance aspects of the Phase 2 work. It includes the completion of the process plan sheets and specifications for the eight items listed in the spreadsheet. Conveyance items include new and modified piping requirements, as well as new and modified control structures. Support services required for the process design work include completion of the site topography survey and preliminary mechanical/electrical/SCADA work. It does not include detailed plans and specification for such work as required for grading, final plan/profile sheets, utility work, structural, final mechanical/electrical/SCADA, and administrative work other than those support services as described in Item 7 herein.

The first spreadsheet, attached, is divided into eight items of work anticipated in this PROCESS DESIGN proposal. A description of these items follows. Phase 1 plan sheet P-4: FLOW DIAGRAM/HYDRAULIC PROFILE is also attached for reference and an explanation of the abbreviations used throughout this memo.

Items 1 & 8: These two items represent the work anticipated necessary on the IDEAL process as manufactured by EDI. Unlike normal design procedures where the engineers select various components and combine them into a treatment process, the treatment system proposed to be installed in PC 1 is a packaged, proprietary system manufactured by EDI. At this time, the EDI process appears to be a package that meets the treatment goals and the existing site extremely well. During the PROCESS DESIGN, EA and City personnel will observe existing EDI IDEAL installations and, by working closely with EDI, check each component of the EDI package and make the necessary changes to optimize their package to the City of Cody facility. These work items will also integrate the IDEAL package with those items which will be installed in PC 1 which are not included in the EDI package such as the liner system for PC 1. Once the EDI package is installed, it will become the main treatment engine at the Cody WWTF. These two items are the critical work items needed for the successful completion of Phase 2.

To date, we have received a proposal from EDI for the IDEAL package, have asked several questions, and have received additional information. A detailed review of the proposal will not be done until we begin work on the PROCESS DESIGN of Phase 2. There will be many more

questions from EA and from the City regarding all aspects of the proposal. Ultimately, it is anticipated that the City will agree to a package and price and sign an agreement with EDI for the treatment process to be installed in PC 1.

Item 8 is included for EA & City personnel to visit at least two existing IDEAL installations to see the processes in operation and ask questions. The proposal includes several options regarding components, installation procedures, and extended maintenance contracts, upon which the City will need to make informed decisions based on their observations and recommendations by EA.

Item 2: This item includes all of the piping and structures needed for the hydraulic conveyance of the flow through the treatment processes. The IDEAL process includes a sequencing batch reactor system which holds the waste while it is being treated. In other words what comes into the WWTF will not flow steadily through the plant. The flow will be held in the IDEAL process, treated and then flow out of this cell at a much higher rate than the flow coming into the WWTF. This requires that downstream piping and structures be designed to dampen these high flows and have capacity to hydraulically handle and treat at these higher flow rates. Some existing piping and structures will be modified, as necessary, during the PROCESS DESIGN of Phase 2 in response to these requirements, and new piping and structures will be designed in response to these requirements.

During Phase 1, a Design Criteria Document was developed that provides preliminary calculations and information to be used as a guideline for the detailed design of these various conveyance components. This document is subject to change during the detailed PROCESS DESIGN phase, and was required during Phase 1 of the project to determine the conveyance systems required for inclusion in Phase 1 in response to the system to be installed in Phase 2.

Item 3: This item is for the PROCESS DESIGN of the Ultraviolet Disinfection System (UV). UV is required for two reasons. Since the modified WWTF will result in a shorter detention time within the lagoon system than currently exists, the natural disinfection process that currently exists will no longer function, during various times of the year, at a level adequate to meet discharge permit limits for bacteria reduction. Secondly, the modified WWTF will incorporate Effluent Irrigation (EI) for disposal of a portion of the effluent. EI requires more stringent bacterial removal limits than those currently required by the discharge permit.

Item 4: The PROCESS DESIGN components of the EI system will include the effluent pumping system, header piping, and the control system required to convey effluent to various sites on the existing WWTF property and to City park land located just south of the cemetery property. EI is being provided to maintain discharge flow rates below 1.0 MGD. WWTF's with discharges greater than 1.0 MGD are being defined by DEQ as "major dischargers" and will likely be required to meet discharge permit limits, particularly nutrient removal limits, that are more stringent than dischargers with flows less than 1.0 MGD. Currently, EI will limit the discharge to less than 1.0 MGD, but, if the City grows to a level beyond which the proposed EI system can meet this discharge flow limit, future expansion of the EI system and possibly winter storage may be necessary to avoid "major discharger" classification.

If the City grows to some currently unknown future high flow level, it may at some point become more cost effective to operate the IDEAL process in a mode to meet nutrient removal limits as anticipated to be required by "major dischargers". The IDEAL system can be operated to remove total nitrogen, but this mode of operation is more costly than the operating mode anticipated to be employed to meet the requirements of being other than a "major discharger". Also, if phosphorus removal is required for "major dischargers", this will likely require the addition of chemical feed systems, which are not being installed at this time.

Item 5: This item includes the PROCESS DESIGN for biosolids and decant handling systems associated with the IDEAL process and the biosolids disposal processes. This item will include the pumping systems, piping, and control systems. RAS (Return Activated Sludge) and WAS (Waste Activated Sludge) are small horsepower centrifugal pumping systems. The RAS system recirculates biological solids from the discharge end of PC 1 to the influent end of PC 1 to provide an adequate concentration of bacteria needed to treat the high ammonia levels in the City raw waste stream. The WAS system removes biosolids from PC 1 and pumps these solids to EC 1, which will be the biosolids storage and treatment cell. The WAS pumping is required to control the MLSS (Mixed Liquor Suspended Solids) concentration within PC 1 to meet treatment requirements. The biosolids cell decant pumping system will pump any overflow from EC 1 to the head end of the WWTF to maintain the liquid level in EC 1. The structures for the RAS and WAS pumping facilities are being constructed in Phase 1. The biosolids cell decant pumping system, at this time, is intended to be installed in the existing effluent structure of EC 1.

Item 6: This item includes the PROCESS DESIGN work associated with biosolids storage, handling, and disposal of biosolids in EC 1 and potential ultimate disposal via a sludge freezing/drying bed. EC 1 is a large cell, which will allow for the storage and provide some level of biosolids treatment for years into the future. EC 1 will be maintained with an aerobic layer on the surface through the use of small surface aerators. At this time, it appears that the large surface aerators on this cell can be replaced with a few much smaller units to provide this function. At this time, it is intended to provide a portable, floating biosolids (sludge) pump, which can be used to pump biosolids from EC 1 in the future to an experimental freezing/drying bed. The term "experimental" is being employed since this process will produce some odors. The location of the experimental bed will be as far as possible from habitation, and it will be relatively small. Loading on the bed will only occur in early winter, and will only be to a depth of about eight inches. This will allow the biosolids material to freeze completely, which will breakdown bacterial cell walls once the material freezes. After the material thaws, the broken cell walls will allow water to drain and dry, leaving a product with a fly ash consistency, which could be used as fertilizer on the WWTF site. The rationale behind this approach is that if a small amount of biosolids can be disposed of in this manner each year or every two years without creating a nuisance to surrounding habitation, it could prolong the life of EC 1 indefinitely at a minimum of cost. If this proves to not work, then off-site ultimate disposal will likely be necessary at some point in the future at more expense.

Item 7: This item includes support services associated with only the PROCESS DESIGN phase including surveying, plan and spec preparation, mechanical/electrical/SCADA support work, clerical, CADD work, etc. These items are detailed in the second spreadsheet attached hereto. It does not include detailed plans and specification for such work as required for grading, final

plan/profile sheets, utility work, structural, final mechanical/electrical/SCADA, and administrative work other than those support services included in the second spreadsheet attached.

COSTS FOR PROCESS DESIGN WORK FOR PHASE 2

The second part of the first spreadsheet indicates that the costs for this PROCESS DESIGN portion of Phase 2 represents approximately 3.08% of the preliminary estimate of Phase 2 construction cost (\$5,120,000), which is approximately equal to \$157,500. This work amount is broken down by estimated personnel and expenses in the second spreadsheet attached. Total design services for Phase 2 have been previously estimated at approximately 7.18% of the Phase 2 construction cost at \$367,610. These preliminary total cost estimates have been previously prepared and are as shown in the third spreadsheet attached. This leaves approximately 4.10% or \$210,110 for Phase 2 design services for other than process design, which includes the civil, structural, mechanical, electrical, and administrative services.

PROCESS DESIGN WORK SCHEDULE

All work on the PROCESS DESIGN of Phase 2 is anticipated to be completed by December 31, 2017. The availability of funding will determine when the remaining design work for Phase 2 commences. It should be emphasized that initially doing the PROCESS DESIGN work is not an anomalous approach in the design of a WWTF. The PROCESS DESIGN dictates how, where, what, and what size the facilities will be in a WWTF. Other design functions follow in support of these process decisions which have been employed to treat and convey the wastewater through the treatment process.

JOB 15154	CODY WWTF - PHASE 2 "PROCESS" DESIGN ONLY - COMPLETION 12/31/17	DATE	11/28/2016	Rev.
NOTE:	PROCESS DESIGN INCLUDES THE DESIGN OF ONLY THE TREATMENT & CONVEYANCE ASPECTS OF THE PHASE 2 WORK. IT INCLUDES THE COMPLETION OF THE PROCESS PLAN SHEETS AND SPECS FOR THOSE ITEMS AS LISTED BELOW. CONVEYANCE ITEMS INCLUDE NEW & MODIFIED PIPING REQUIREMENTS, AS WELL AS NEW AND MODIFIED CONTROL STRUCTURES. SUPPORT SERVICES INCLUDE COMPLETION OF THE SITE TOPO SURVEY & PRELIMINARY MECHANICAL/ELECTRICAL/SCADA WORK.			
ITEM #	WORK ITEMS INCLUDED IN SCOPE OF WORK	HRS OR UNITS	\$/UNIT	\$
1	IDEAL SYSTEM DESIGN - WORK W/EDI & CITY TO ESTABLISH DETAILS & RESULTANT FINAL AGREEMENT ON SCOPE & COSTS & INCORPORATION METHOD IN CONSTRUCTION CONTRACT	220.00	\$140.00	\$30,800.00
2	FINALIZE ALL HYDRAULICS FOR NEW PIPING & CHANGES TO EXISTING PIPING AS WELL AS CHANGES NEEDED TO EXISTING STRUCTURES	160.00	\$140.00	\$22,400.00
3	PROCESS DESIGN OF UV DISINFECTION SYSTEM & LOCATION	80.00	\$140.00	\$11,200.00
4	EFFLUENT IRRIGATION SYSTEM DESIGN & PUMPING SYSTEM DESIGN	160.00	\$140.00	\$22,400.00
5	PUMPING & PIPING SYSTEM DESIGNS FOR RAS, WAS, BIOSOLIDS DECANT, SYSTEMS INCLUDING LOCATIONS & PIPING REQUIREMENTS	120.00	\$140.00	\$16,800.00
6	EXPERIMENTAL BIOSOLIDS DRYING BED & PUMPING SYSTEM FROM BIOSOLIDS POND TO DRYING BED	80.00	\$140.00	\$11,200.00
7	SUPPORT SERVICES: CADD, SURVEYING, CLERICAL, M&E	1.00	\$35,800.00	\$35,800.00
8	TRAVEL FOR 5 PEOPLE TO EXISTING IDEAL FACILITIES TO REVIEW PERFORMANCE & DISCUSS O&M REQUIREMENTS (2 TRIPS)	1.00	\$6,900.00	\$6,900.00
CURRENT REQUEST TOTAL				\$157,500.00

PRELIMINARY ESTIMATE OF PHASE 2 DESIGN COSTS - 7.18%	\$367,610	TOTAL DESIGN FEES
PHASE 2 "PROCESS" DESIGN COSTS FROM ABOVE - 3.0761%	\$157,500	CURRENT REQUEST
(PHASE 2 DESIGN COSTS OTHER THAN PROCESS - 4.1039%)	\$210,110	(REMAINDER)

SUMMARY OF PHASE 2 PRELIMINARY ESTIMATE OF DESIGN & CONSTRUCTION COSTS			
	PRELIMINARY ESTIMATE OF PHASE 2 CONSTRUCTION COSTS	\$5,120,000	
	PRELIMINARY ESTIMATE OF PHASE 2 DESIGN COSTS - 7.18%	\$367,610	(SEE BREAKDOWN ABOVE)
	MISC (PERMITS, MITIGATION, LEGAL, ACCESS, ROW)	\$102,319	
	ALT #3 TOTAL PROJECT COST (2015)	\$5,600,000	

RESOLUTION 2017-01

A RESOLUTION ADOPTING THE 2017 Electrical Distribution Standards Policy

WITNESSETH:

WHEREAS, the City of Cody is a supplier of power and energy to its citizens; and

WHEREAS, as part of its obligation to the citizens of Cody, and to insure that electrical services installed within the City limits meet accepted safety standards and are constructed in such a manner as to minimize conflicts with other utilities and maximize reliability of service, furthermore to insure that the policy remains up to date, the City of Cody has amended the 2015 Electrical Distribution Standards Manual.

WHEREAS, the City of Cody desires to provide to electrical contractors and developers operating within the City of Cody a common set of requirements for the installation of electrical facilities, and that such requirements reflect the name used in the City ordinances.

THEREFORE, BE IT RESOLVED BY THE CITY OF CODY that the 2017 Electrical Distribution Standards Policy is adopted by the City of Cody.

PASSED, APPROVED AND ADOPTED THE 3rd day of January, 2017

Matt Hall, Mayor

Attest:

Cynthia Baker, Administrative Services Officer



2017

**City of Cody
Electrical
Division**



**ELECTRICAL DISTRIBUTION
STANDARDS MANUAL**

ADOPTED BY CITY COUNCIL _____

Index

Description	Page
Section I – General Information	3
1.01 – Purpose	3
1.02 – Codes and Ordinances	3
1.03 – Changes or Conflicts in Requirements	3
1.04 - Application for Service	3
1.05 - Types of Service Furnished	4
1.06 – Approval for Service	5
1.07 – Permanent Service Connection	5
1.08 – Seals	5
Section II – Services	5
2.01 – General	5
2.02 – Definition of Point of Attachment	5
2.03 - Maintenance & Repair Responsibilities	6
2.04 – Point of Delivery	6
2.05 – Sealing of Cabinets and Gutters	7
2.06 – Power Quality Interference	7
2.07 – Service Repair After-Hours	7
Section III – Temporary Construction Service Requirements	8
3.01 – General	8
3.02 – Requirements – Overhead	8
3.03 – Requirements – Underground	8
3.04 – Meter Socket Requirements for Temp.	8
Section IV – Residential Meter Installations	9
4.01 – Residential Meter Socket location – overhead	9-12
4.02 – Residential Meter Socket location – underground	13
4.03 – Multi-Family Meter Installation location	13-14
Section V – Conduit Requirements/Placement	15
5.01 – Secondary Voltage (service lateral) Conduit	15
5.02 – Distribution Voltage Conduit	15
Section VI – Non – Residential Services	16
6.01 – Service Point Location for Meter and Equipment	16
6.02 – General Descriptions	16
6.03 – Direct Connect Services	16-17
6.04 – Instrument Rated Services	18-22
Section VII – Clearances at Meter Locations	23
7.01 – General	23
7.02 – Meter Clearance Dimensions	23
7.03 – Residential Meters	23
7.04 – Multi-Family Meters	23
7.05 – Non-Residential Meters	23
7.06 – Access	23
7.07 - NESC Clearances	24-25
Section VIII – Developer Fees and Responsibilities	26
8.01 – Subdivision Development Fees and Responsibilities	26
8.02 – Underground Service Connection Fees	27
8.03 – Overhead Service Connection Fees	27
Section IX – Placement of City Facilities within a Subdivision	28
9.01 – Transformer Box Pads, Pedestals etc.	28
9.02 – Minimum Clearances for Pad Mounted Eqpt	29

9.03 – Joint Trenching Details	30-31
9.04 – Secondary Pedestal Photo & Template	32
9.05 – 1 Phase Sectionalizing Cabinet Photo & Template	33
9.06 – 3 Phase Sectionalizing Cabinet Photo & Template	34
9.07 – Padmount Transformer Pad Photo & Template	35
9.08 – Overhead Communications Pole Assignment	36
Section X – Electrical Permits and Customer Fees	37
Section XI – Net Metering Policy	38
11.01 – General Information	38
11.02 – Metering Requirements	38
11.03 – Net-Metering Energy Reconciliation	38
Section XII – Security Lighting Policy	38
12.01 – Security Lighting Policy Cancellation	38
12.02 - Sunset Clause	38
12.03 – Roadway Lighting on Private Roads	39

**Section I
General Information**

1.01 Purpose

This booklet is to aid in providing electric service for new or remodeled structures as well as subdivisions and other major projects. While this book should answer most questions, you may contact Cody’s Electrical Division for further assistance. The appropriate phone numbers and contacts are:

- City of Cody Electrical Engineer – 527-7511
- City of Cody Electrical Superintendent – 587-6803
- City of Cody Building & Electrical Inspector – 527-7511

The word “Utility” as used in this booklet shall mean the City of Cody Electrical Division. The word “Customer” shall mean the resident, building owner, contractor or developer requiring electrical service.

1.02 Codes and Ordinances

The construction of new or remodeled electrical installations must conform to applicable provisions of the National Electrical Code, the National Electrical Safety Code, the State of Wyoming Electrical Safety Division regulations and the City of Cody ordinances and codes.

1.03 Changes or Conflicts in Requirements and Guidelines

The governmental codes and ordinances in Section 1.02 are the basis for some information in this booklet. It is the intent of these guidelines and requirements to follow all applicable codes, ordinances and regulations. If a conflict arises, the appropriate code, ordinance or regulation will supersede the interpretation offered in this booklet. These requirements are subject to change if the governing codes, ordinances or regulations change. The Utility does not assume the responsibility for keeping this booklet current. In case of doubt on the applicability of any item, one should consult the Utility.

When this booklet uses the phrase “consult utility,” it shall mean for every installation, not a single contact.

1.04 Application for Service

The Customer must provide the Utility with accurate load information and the requested service date as early as possible. Requests for service to commercial and industrial Customers normally require 60 days planning by the Utility to serve the load. Installations requiring transformers or

other equipment not in stock may require six months lead time or more. Consult the Utility for service dates for your installation.

For commercial, industrial or residential subdivisions, mobile home parks, and apartment complexes, the requests for service shall include a City Council approved plat. Such plans should show preferred service and meter locations and a single line diagram of the electrical layout. The request must show all load information, including lighting, receptacle, water heating, cooking, electric heat, air conditioning, and motor load. The Customer must provide sufficient information on equipment operations to establish the kilowatt demand of the load.

The Utility has a staff available for advice on Distribution Standards and problems related to electric energy use for new, existing and reconstructed installations. The Customer and the Contractor are liable for any damage to Utility equipment or personal injury unless they give adequate notice to the Utility and receive approval from the Utility for the change or addition.

When conditions arise during construction that requires changes in service arrangements, the Customer must consult with the Utility to negotiate satisfactory alternative arrangements. Communication with the Utility will afford you this service.

1.05 Types of Service Furnished

Electric service available is 60-hertz, alternating current, single or three phase. Nominal secondary voltages available by overhead or underground distribution lines in the service area are as follows:

- Single-phase, 120/240-volt, 3-wire, grounded
- Three-phase, 208Y/120-volt, 4-wire, grounded wye
- Three-phase, 480Y/277-volt, 4-wire, grounded wye

Under certain conditions, the Utility will provide single phase, 120/208-volt, 3-wire grounded service, single-phase, 240/480-volt, 3-wire, grounded service, or three-phase, 240/120-volt, 4-wire, grounded delta service. Again under certain conditions, the Utility will supply primary delivery at the distribution voltage standard for the requested service location. All service provided by the Utility is subject to the terms and conditions specified in later sections of this manual.

1.06 Approval for Service

City of Cody ordinances require a Customer to obtain a permit before the Utility provides service. In addition, State of Wyoming Statutes require that the electrical inspection authority (in this case the City of Cody Building Inspector) approve the installation before it is energized.

1.07 Permanent Service Connection

Only authorized Utility employees shall make the permanent connection or disconnection of the Utility's electric service to a building or structure.

1.08 Seals

The purpose of seals placed by the Utility on meters and associated service equipment is to prevent injury or tampering.

Under normal circumstances, only the Utility can remove seals. If an emergency requires seal removal before notification, the person responsible must notify the Utility as soon as possible. The Utility can then inspect the installation and replace the seal.

**Section II
Services**

2.01 General

The location of the service entrance on the Customer's premises is an important consideration to both the Customer and the Utility. The installer shall locate the service entrance to make the meter and service easily accessible from the Utility distribution lines (refer to the figures on pages 8 & 12). The service entrance shall be convenient for the installation, operation and maintenance of Utility meters and equipment. **The Customer shall consult the Utility for designation of the point of attachment for overhead service drops, underground service laterals, preferred meter and service locations, required current transformers, and terminal cabinet enclosures.** The Customer shall contact the Utility if variations from these designated locations are desired.

2.02 Definition of Point of Attachment

For commercial services, the point of attachment is where the service lateral to the commercial meter attaches to a City owned transformer or secondary pedestal. For overhead residential or commercial services, the point of attachment is at the weatherhead. For residential underground services, the point of attachment will be at the meter so long as the service laterals are installed in conduit. The City will not maintain or repair direct-buried service laterals and in this case even though the point of attachment is at the meter. If the customer upgrades the service lateral to install it in conduit, the City will take over maintenance and repair of the service lateral.

The Customer will provide and install all service equipment, including service laterals (conduits & conductors), compression lugs for attachment to transformers, switches, service entrance conductors, raceways, enclosures, and meter sockets, and will further provide right-of-way and

space for the installation and maintenance of the Utility facilities. Customer provided service laterals must be installed to City specifications.

2.03 Maintenance & Repair Responsibility

The point of attachment for service laterals will be the point at which Utility installed equipment and Customer installed equipment connect. For commercial services, that normal point of attachment is where the service lateral conductors connect to the Utility transformer or pedestal. The City does not maintain or repair commercial service laterals, either direct buried or in conduit. For new residential services, the customer provides the service lateral in conduit from the point of attachment as defined above to the meter. The City will take ownership of the new residential service lateral from the point of attachment to the meter and will repair that service lateral in the event of an outage. The City will not repair or maintain direct-buried service laterals for residential services unless the customer upgrades the service lateral and installs the new service lateral in conduit from the point of attachment to the meter. The City will provide temporary service to a residence with direct-buried laterals in the event of an outage but only until the customer can get the direct-buried service lateral repaired or replaced. The customer-provided conductors that run into a transformer (residential or commercial) shall be cut three feet above the transformer secondary bushings to provide sufficient length for replacing transformers.

Normally, service to a building will be through one set of main service conductors of the same voltage classification. The Utility may tap these main service conductors where more than one meter installation is necessary in a building of multiple occupancies. For either residential or commercial services, an outside disconnect must be provided for emergency situations.

Where two or more meters are grouped, each meter position must be clearly and permanently marked by means of a metal or hard plastic engraved type label. Such marking will indicate the particular location or address that it supplies. Service will not be established until the marking is completed.

Un-metered service wires and metered load wires will not be run in the same conduit, raceway or wire gutter.

For overhead service masts, the minimum conduit size shall be 2" GRC conduit with an appropriate weather head.

2.04 Point of Delivery

The point of delivery shall be the point of attachment as defined in section 2.02 above. The exact location of said point of delivery shall be at the Utility's discretion. The Utility shall separately meter and bill any additional service to the same Customer at other points of delivery at a different voltage or phase classification.

2.05 Sealing of Cabinets and Gutters

All cabinets and gutters containing un-metered conductors, other than mainline switches required by applicable electrical codes, must be arranged for sealing with the Utility's seal. Removable conduit fittings may be installed between the service outlet and the meter when approved by the Utility. These fittings must be visible from the meter location or from an exterior ground position and must be arranged for sealing.

2.06 Power Quality Interference

If it is determined that a Customer's equipment is causing interference, excessive harmonics or other power quality issues with the Utility's system, it is the Customer's responsibility to diagnose and correct the problem. If the problem is not corrected in a timely manner, the Utility reserves the right to disconnect service to the Customer until the power quality issue is corrected by the Customer.

2.07 Service Repair Responsibilities After-Hours

For residential services, the City shall be responsible for the repair of the service drop or lateral in case of an outage so long as it is installed in conduit. The City will provide temporary service for residential customers with direct-buried service laterals, but only until the customer repairs or replaces the direct-buried service lateral. For Commercial services, the Customer shall be responsible for the repair.

For multi-family complexes, the City shall be responsible for the repair of the secondary conductors from the Utility equipment to the meter bank installation. Any repairs needed beyond the meter are the building owner or resident's responsibility.

**Section III
Temporary Construction Distribution Standards**

3.01 General

Upon request, and with application, the City of Cody will supply temporary service at a location adjacent to the City’s facilities. Application for service and appropriate fees shall be paid at City Hall before said service will be given. An electrical permit is also required before hook up will be done.

Always locate temporary services for construction work to protect the meter from accidental damage, and, when practical, in a location usable throughout the entire construction period. If several homes will be built from one temporary service that temporary service should be given the address of the last home to be built. If a temporary service must be moved, a new application is needed.

3.02 Requirements – Overhead:

- To ensure strength, the pole or post must be at least butt treated and free from any visible defects.
- The pole or timber shall be no less than 20 feet long planted 5 feet in the ground. More ground clearance may be required if service will cross traffic areas.
- The ground rod shall be visible when inspection is made.
- Guying may be required – consult City Engineer
- Meter to be no more than 6’ from ground line with a main disconnect.

3.03 Requirements – Underground

- Post must be long enough to be firmly planted in the ground.
- Locate close to an existing pad mounted transformer or secondary pedestal with enough cable tails to extend inside said facilities.
- Ground rod shall be visible when inspection is made.
- Meter to be no more than 6’ from ground line with a main disconnect.

3.04 Meter Socket Requirements for Temporary Construction Services

Temporary Construction Service	Meter Socket Type
Single phase, 120/240 V 200amps or less	4-Jaw
Single phase, 120/208 V 200 amps or less	5-Jaw
All other temporary services	Consult the City of Cody

Section IV Residential Meter Installations

4.01 Residential Meter Socket location – overhead installation

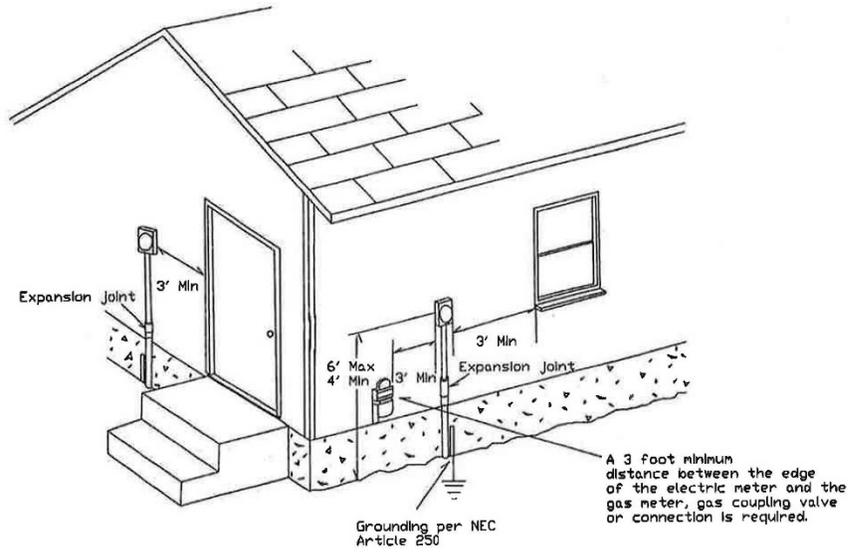
The City of Cody will determine the exact location of meters that do not meet the criteria established in this manual. If the Customer is unsure whether the meter location is acceptable, the City of Cody should be contacted. **It is highly recommended that the City be consulted prior to establishing the final meter socket location.** The location of the service entrance on the Customer's premises is an important consideration. Distance and accessibility to the City's existing facilities is an important factor to consider as well as ready access to the meter for meter maintenance and replacement. **Consult the City to determine the point of attachment for overhead service drops.** In all cases, the minimum service mast riser conduit size shall be 2" GRC conduit.

Install residential meter outdoors at a location acceptable to the City of Cody. Meters must not be installed within three feet of windows. It is recommended that the location avoids exterior walls that are likely to be fenced in. Never install the meter over window wells, steps in stairways, or in other unsafe or inconvenient locations. Keep shrubs and landscaping from obstructing access to the meter.

The figure on the next page shows where a residential meter socket should be located. Clearances shall meet appropriate codes.

In general, overhead residential services shall meet the following requirements:

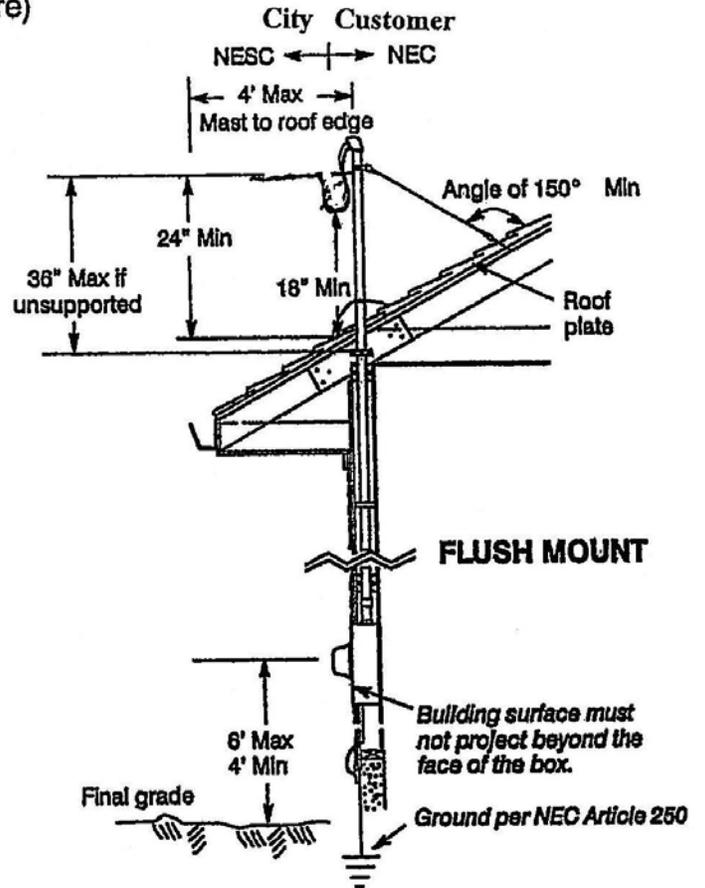
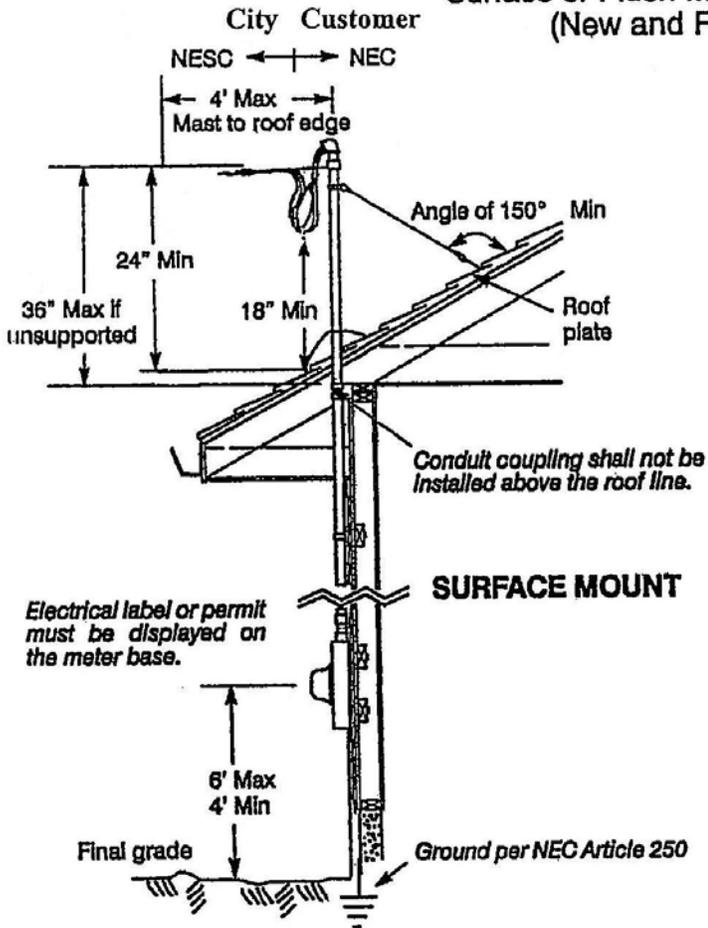
- Service mast must be a minimum of 2" GRC conduit with an appropriate weather head.
- An outside disconnect means must be provided.
- The City must be consulted before determining the final meter socket location to insure that it is accessible from the nearest point of attachment to the City's electrical system.
- The meter socket must be located between 4' and 6' of finished grade.
- The meter socket must be located a minimum of 3' from a window (including egress windows) unless prior authorization is received from the City Electrical Engineer.



Residential Meter Socket Location
Underground Installation

Single Family Overhead Service Detail

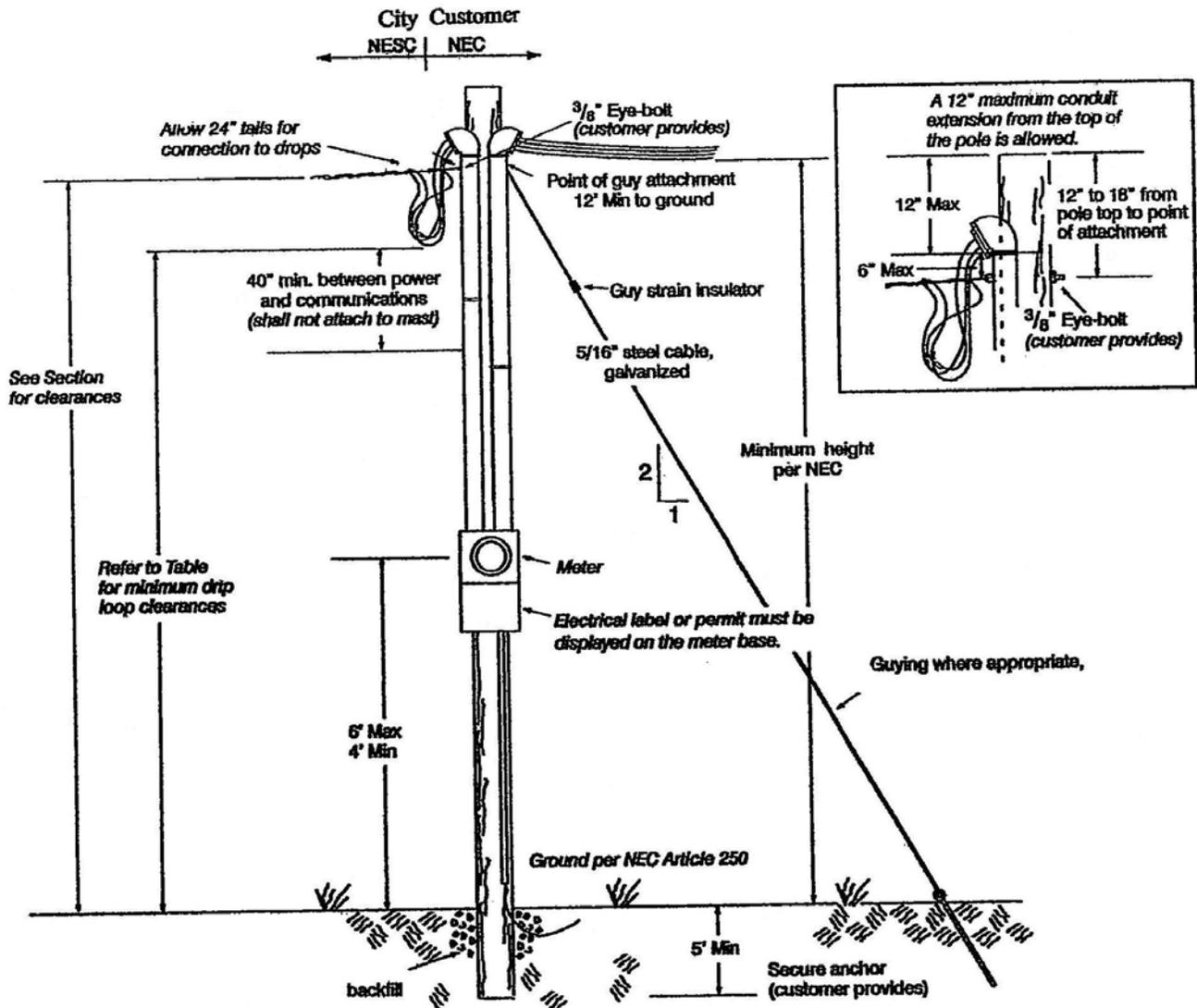
Surface or Flush Mount Metering
(New and Rewire)



NOTE:

1. Allow 24" conductor leads for connection to service drops
2. Appropriate guying required for long services or taller masts
3. The service mast must be minimum 2" GRC conduit with an appropriate weatherhead. This must be provided and installed by the Customer.

Single Family Overhead Service Detail – Pole attachment



NOTE:

1. Allow 24" conductor leads for connection to service drops
2. Appropriate guying required for long services - Contact City for requirements
3. The service mast shall be a minimum of 2" GRC conduit with an appropriate weatherhead. This shall be provided and installed by the Customer.

4.02 Residential Meter Socket location – underground installation

The City of Cody will determine the exact location of meters that do not meet the criteria established in this manual. If the Customer is unsure whether the meter location is acceptable, the City of Cody should be contacted.

The location of the service entrance on the Customer's premises is an important consideration. Distance and accessibility to the City's existing facilities is an important factor to consider. Consult the City to determine the point of attachment for underground service laterals. The City of Cody has both front lot line facilities and alley facilities so contacting the City is important prior to installation. In an underground subdivision, the source of power for each lot has been predetermined in the initial layout. Any changes required could mean additional costs to the Customer.

Install residential meter outdoors at a location acceptable to the City of Cody. Avoid installations near windows or exterior walls that are likely to be fenced in. Never install the meter over window wells, steps in stairways, or in other unsafe or inconvenient locations. Keep shrubs and landscaping from obstructing access to the meter.

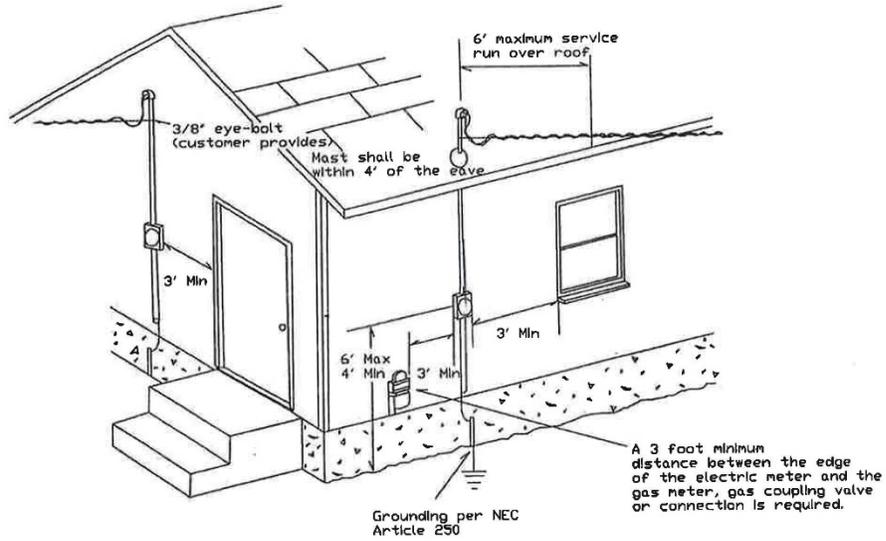
The figure on the next page shows where a residential meter socket should be located. Clearances shall meet appropriate codes.

In general, residential underground service equipment must meet the following criteria.

- The City electrical engineer shall be contacted before determining the final meter socket location to insure it is accessible from the nearest point of attachment to the City's electrical system.
- The conduit riser to the meter socket shall be provided with an expansion joint to allow for trench settling. This also applies to commercial services.
- Refer to Section V for conduit sizes and depths.
- The meter socket shall be located a minimum of 3 feet from a window (including basement egress windows).

4.03 Multi-Family Meter Installations

- Single Owner Multi-Family Units – Meters may be banked on the building at one location so long as the individual units are not separately owned by the residents of the complex.
- For multi-family complexes where the living units are individually owned such as for townhouses or condominiums, the meters shall be located away from the building on a meter bank pedestal. Individual service conductors shall be run to each unit from this meter bank pedestal.



Residential Meter Socket Location
Overhead Installation

Section V Conduit Requirements / Placement

5.01 Secondary Voltage (service lateral) Conduit:

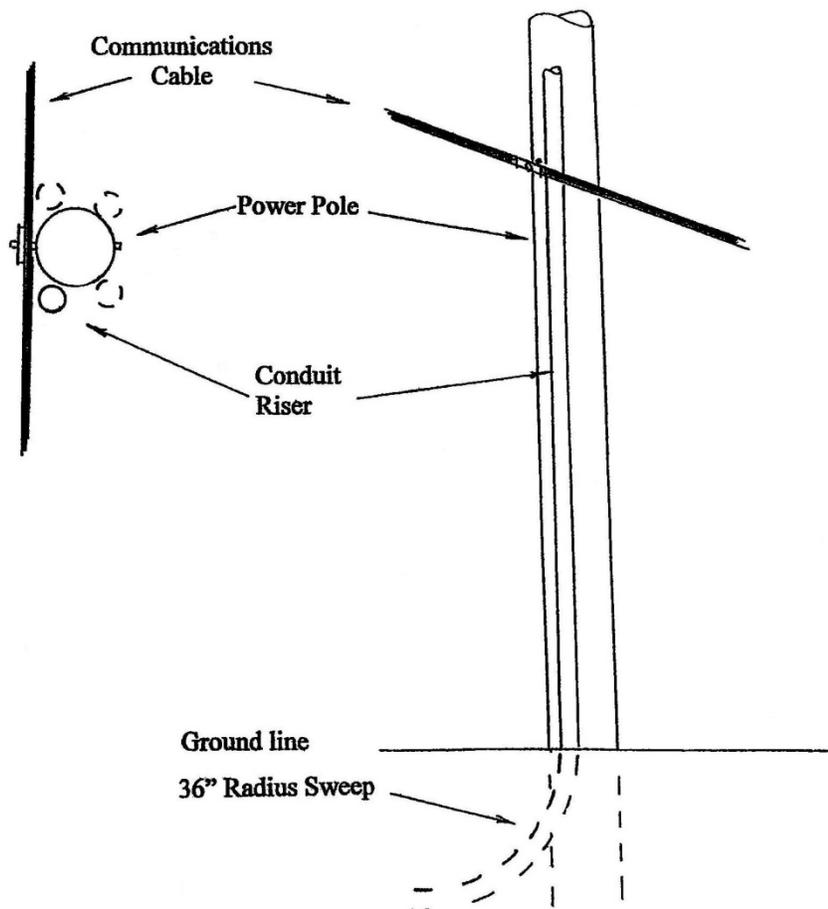
- Minimum two foot trench depth required
- 100 amp service – 2” conduit with 36” radius sweeps and expansion joint
- 200 amp service – 3” conduit with 36” radius sweeps and expansion joint
- 200 + amp service – 3” conduit with 36” radius sweeps and expansion joint
- Placement of meter base to be approved by City of Cody Electrical Division
- Placement of conduit for a pole riser shall be on the pole quarter to avoid conflict with any communication cables that may be on pole. If riser is in a traffic path it will require the first joint to be GRC. See drawing below
- All conduit shall be grey, electrical grade, schedule 40. When Customer furnishes the conduit, they will also furnish all straps and weatherhead for the riser.

5.02 Distribution Voltage Conduit:

- Minimum four foot trench depth required.
- All conduits shall be electrical grade schedule 40 PVC.
- All conduit sweeps shall be minimum 36” radius sweeps
- Customer provided conduit shall meet City specifications

Top View

Side View



Section VI

Non-Residential Services (Commercial, Industrial)

This section describes the City of Cody's requirements for non-residential services. This section covers single-phase and three-phase services for direct-connect and instrument rated sockets for meters. **Customer is responsible for any single phase protection on three phase installations.** All non-residential Customers are responsible for coordinating Distribution Standards with the City prior to material purchase and installation.

Any exceptions to the metering requirements shall be approved in writing by the City of Cody prior to installation.

6.01 Service Point Location for Meter and Equipment

The service point refers to the location where the City's circuit connects to the Customer's system. Meters and metering equipment shall be located outdoors. All services, either residential or commercial shall be readily accessible and have an outside disconnecting means.

Meters shall not be installed on a drive-through service entrance side of a building. **If equipment is installed in a traffic area, it will be the Customer's responsibility to provide barrier posts for the protection of electrical equipment.**

6.02 General Descriptions

Direct Connect Services (120 to 480 volts):

- Single-phase services of 400 amps (320 amps continuous).
- Three-phase services of 200 amps (160 amps continuous).

Instrument Rated Services (120 to 480 volts):

- Single-phase services over 400 amps (320 amps continuous).
- Three-phase services over 200 amps (160 amps continuous).

Switchboard type meter cabinets may be required in high amperage situations where multi-conductors are required. If more than 12 secondary service conductors are required from the transformer to the meter equipment, a secondary connection cabinet shall be required.

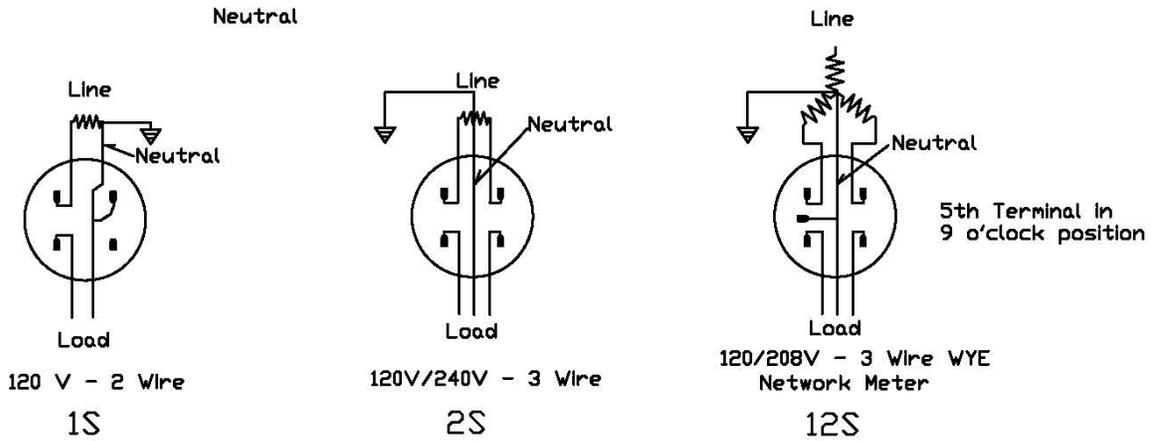
6.03 Direct Connect Services

The City of Cody requires a direct-connect meter socket (with manual by-pass) when the ampacity of a single-phase service entrance is 400 amps (320 amps continuous) or less, or when the ampacity of a three-phase service is 200 amps (160 amps continuous) or less.

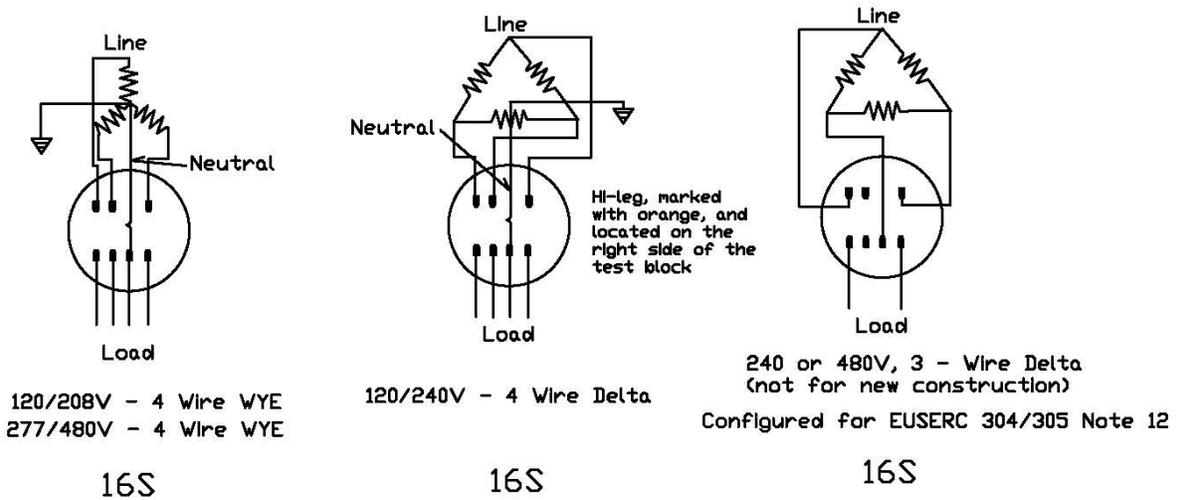
Meter sockets shall be furnished, installed, and wired by the Customer/electrician.

Meter Socket Connection Diagrams
(Direct Connect)

Single Phase Connection
Front View



Three Phase Connection
Front View



6.04 Instrument rated services

The City of Cody requires a Customer supplied and installed wall mounted CT cabinet with sufficient space on the unhinged side for the remote metering socket (see drawing for required size and installation instructions). Switchboard type meter cabinets may be required for higher amperage, multi-cabled services.

Current Transformer Mounting Base Requirements For Installation in a Current Transformer Cabinet

- The mounting base for CT's shall meet the ratings for the available fault current (50,000 A minimum)
- For 4-wire delta services, the high (voltage) leg conductor must be identified by orange tape, and located on the right hand side of the CT mounting base.
- The mounting base shall accept bar-type current transformers only.

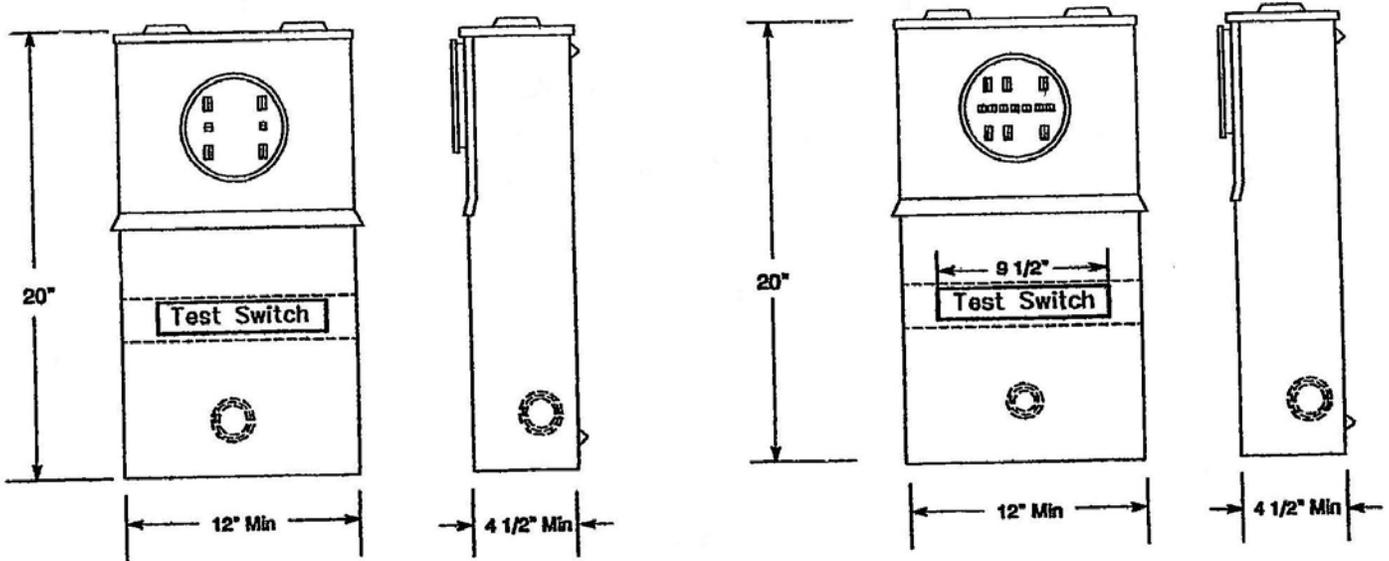
Cable Terminations:

- Line and load-side terminations on CT landing pads require two bolts per connector. Line Side and Load Side Conductors shall be clearly labeled by the customer or contractor.
- The Customer shall provide and install all connectors to attach the line and load side conductors to the current transformer mounting base. The Customer shall provide and color code all conductors for these connections. For attachment of the service lateral conductors to the City distribution transformer, the Customer shall provide the connectors and the City will install and attach the service laterals to the City transformer. If the number of conductors supplying the Customer's service equipment from the transformer exceeds 12 individual cables, the Customer shall provide a secondary connection cabinet generally referred to as a "Scott Box". The City will make the connection between the secondary connection cabinet and the transformer and the Customer will make the connection between the secondary connection cabinet and the building service equipment.
- On overhead services, the Customer shall furnish all lugs and connect conductors to the line and load terminals of the current transformer mounting base. The Customer is responsible for bringing the service entrance conductor to the connection of the utility service drop. No alteration of the transformer mounting base is allowed.

**Current Transformer Meter Socket – Pre-Wired
Requirements and Types
1 Phase/3 Phase
Customer Provided**

Single Phase – 6 Jaw

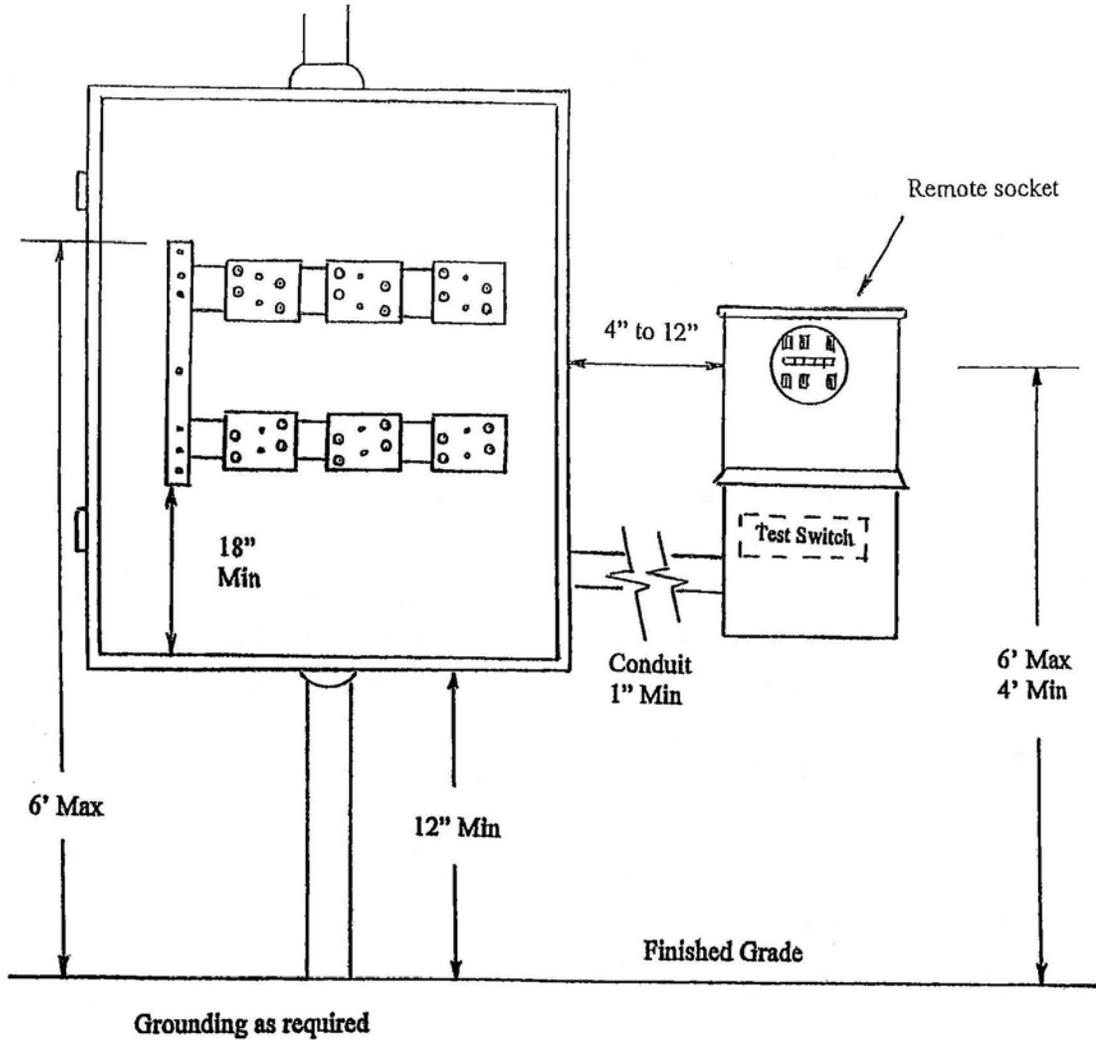
Three Phase – 13 Jaw



Type of Service	Socket Type
120/240 volt, single-phase, 3 wire	6 jaw
120/208 volt, three-phase, 4 wire	13 jaw
277/480 volt, three-phase, 4 wire	13 jaw
240/120 volt, three-phase, 4 wire	13 jaw

Note: Milbank 3 Phase Socket #UC7461-YL-TGE-DES, ringless with two-piece cover, test switch pre-wired. Single Phase Socket #UC7637-YL-TGE-DES.

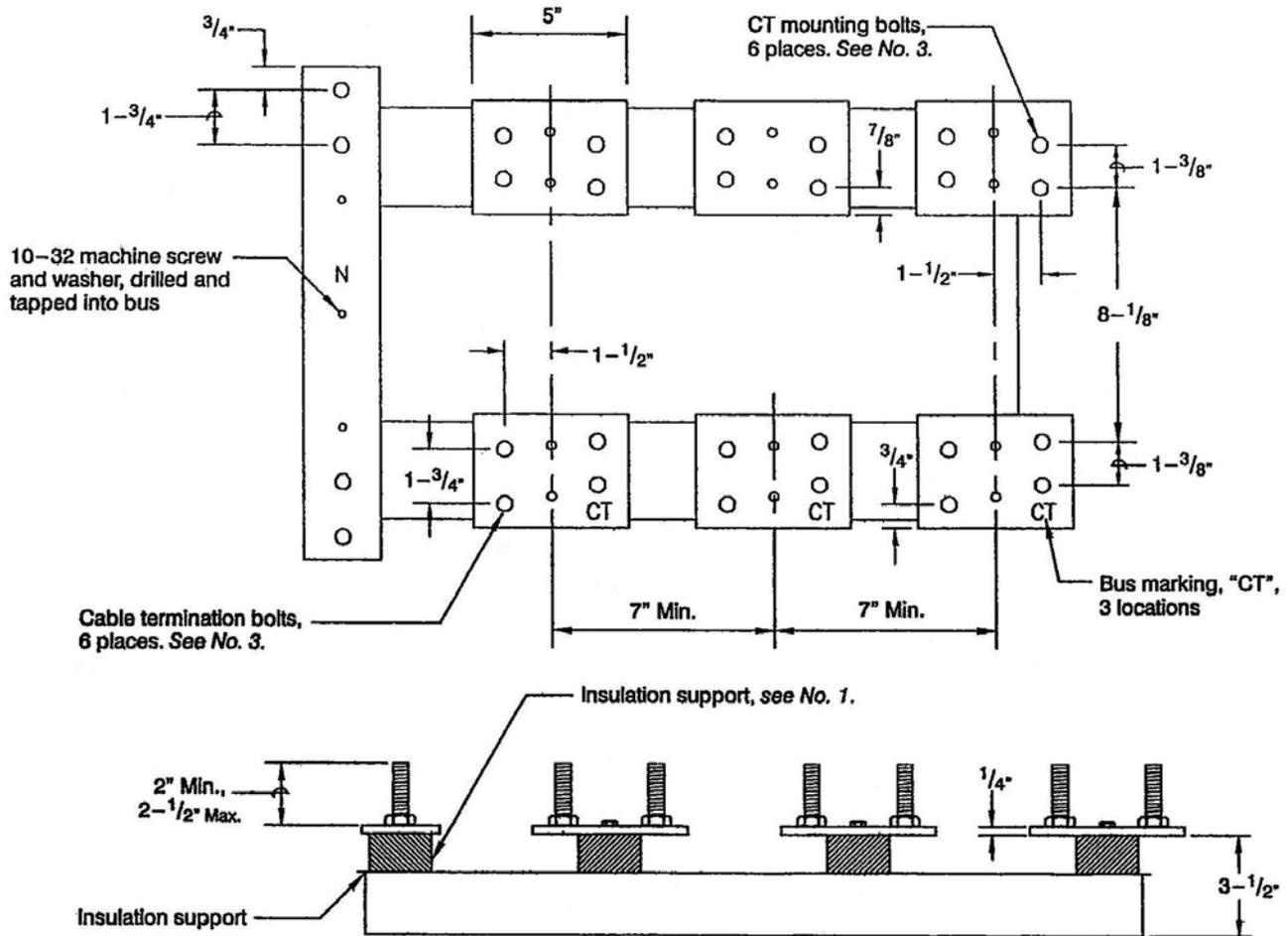
CT Cabinet Installation for Instrument Metering (OH or UG)
 Three Phase Shown



Note:

- Customer furnished CT cabinet, CT mounting bracket, & remote meter socket.
- Hinged door to open away from remote meter.
- 36"x 48" Min with 48"x 48" required at times (City option)

Transformer Mounting Base
For installation in a Current Transformer Enclosure
 (Three-Phase, Four-Wire, 800-amp Max.)
 EUSERC 328A, 328B SHOWN



Additional Requirements

- Meter sockets shall not be located above or below CT enclosures.
- The top of the CT mounting bracket shall not be more than 6 feet above floor level. The cover shall have factory-installed hinges for side opening, with sealing provisions and shall hold the cover in the open position at 90 degrees or more.
- The City of Cody Electrical Dept. shall be consulted as to placement of line/load conduits.

**Section VII
Clearances at Meter Locations**

7.01 General:

The Customer shall provide suitable space and provisions for mounting a meter base at a location approved by the City of Cody. Both the Customer and the City share an interest in providing a location of the utmost convenience to both parties for, reading, testing, repairing, disconnecting, and replacing meters. Egress and regress with a minimum violation of privacy is desirable.

7.02 Meter Clearance Dimensions:

The minimum unobstructed working space required in front of a single meter is 78” high, 36” wide, and 36” deep. The minimum working space required with use of current transformers is 78” high, 70” wide, and 48” deep. Meters installed in a cabinet require a minimum space of 48” deep to open the cabinet door. For further detail see NEC 110.26 A. Dimensions do not refer to meters housed in approved switchboards or enclosures. Locate all meters at least 36” horizontally from a gas meter.

The center of any meter socket shall be set no more than 6’ above the **finished** grade in front of the meter. **Finished grade shall be established prior to setting of meter. For gang mounted meter installations see the City Engineer.** The City retains the right to refuse connection to meters that do not meet this criteria.

7.03 Residential Meters:

Install meters outdoors at a location acceptable to the City of Cody. Avoid locations behind fences or bushes. Avoid locations near gas meters, over stairwells, or over window wells. Install meter 36” from windows or doors (including egress windows).

7.04 Multi-Family Unit Meters:

For single owner multi-family complexes, the meters for individual units shall be banked and may be located on an exterior wall of the complex. For multi-family complexes where the units are owned individually by the residents, the meters shall be banked at a remote location (not on the building) in a meter bank pedestal. Separate service lines to the individual units shall originate at this meter bank pedestal.

7.05 Non-residential Meters:

Locate meters outdoors. Any alternative must have prior approval of the City Engineer and allow for access during working hours. Any gated or fenced area must have allowances for a City of Cody lock. Avoid any unsafe locations and a clear zone around meter is required.

7.06 Access:

If a Customer makes a meter inaccessible (in the opinion of the City) the Customer shall, at their expense, either modify the area to provide a safe, unobstructed access to the meter, or move the meter socket to a location acceptable to the City of Cody.

7.07 NESC Clearances for Service Drops and Drop Loops:

750 Volts and Below (Distances in feet)

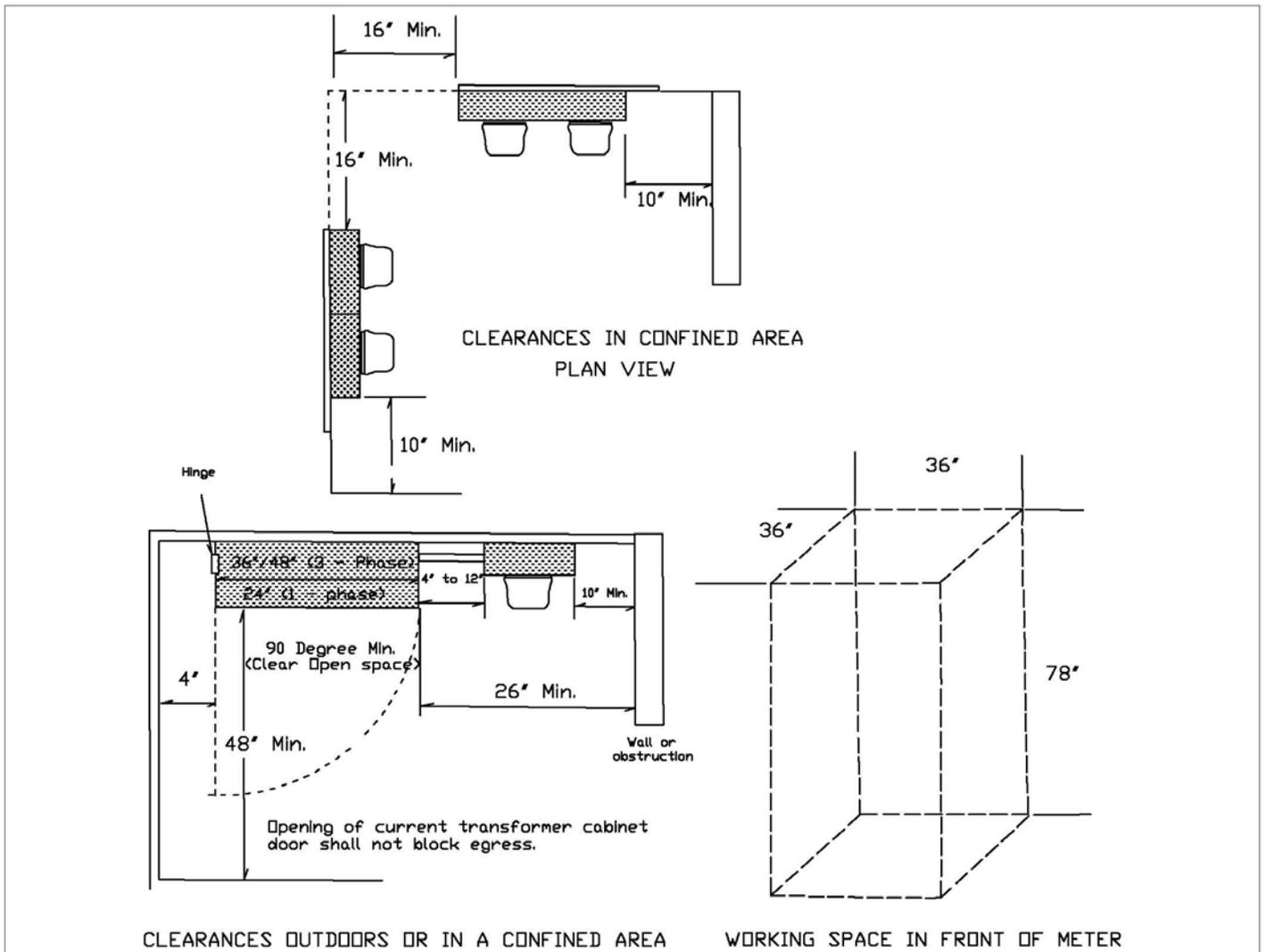
The Customer shall provide a point of attachment which allows NESC minimum clearances to be met in all conditions. A two foot addition to certain NESC values is required by the City to ensure minimum clearances in extreme conditions. These required heights are noted as “clearances required at time of construction” in the table below and are marked with asterisks. Extra long services or other special cases may require clearance additions greater than two feet.

<u>NESC Minimum Clearance</u>	<u>Clearance at Time of Construction</u>
Service drop clearance (NESC Table 232-1)	
16’ Over roads, streets, and other areas subject to truck traffic	18’*
16’ Over or along alleys, parking lots and nonresidential driveways	18’*
16’ Over land traveled by vehicles	18’*
Clearances over residential driveways (NESC Table 232-1)	
16’ If height of building or installation will permit	18’*
If height of building or installation will not permit and is not subject to truck traffic	
12’ - For service drops 120/240 & 208Y/120 volt	14’*
10’ - For drip loops of service drops 120/240 & 208Y/120 volts	12’*
Clearances over spaces and ways subject to pedestrian/restricted vehicle traffic only (see note b. on page 21, NESC Table 232-1)	
12’ If height of building or installation will permit	14’*
If height of building or installation will not permit, drip clearances may be reduced:	
10.5’ - For 480Y/277V (see Note 8-b of NESC Table 232-1)	10.5’
10’ - For 120/240 & 208Y/120 volt (see Note 8-d of NESC Table 232-1)	10’
Clearances from buildings for service drops not attached to the building (NESC Table 234-1)	
Vertical clearances over or under balconies and roofs:	
- Accessible to pedestrians, if cabled with	
11’ a grounded bare neutral	13’*
- Accessible to pedestrians, if open wire or cabled with	
11.5’ an insulated neutral	13.5’*
- Not accessible to pedestrians, if cabled with	
3.5’ a grounded bare neutral	5.5’*
- Not accessible to pedestrians, if open wire or cabled with	
10.5’ an insulated neutral	12.5’*
Horizontal clearances to walls, projections, windows, balconies and areas accessible to pedestrians	
5’ - If cabled with grounded bare neutral	5’
Clearances for service drops attached to a building or other installation (over or along installation to which they are attached; service cable with an effectively grounded bare neutral, NESC 230.C)	
From the highest point of roofs, decks or balconies over which they pass:	
8’ - If readily accessible (see NESC 234.C.3.d.1)	10’*
3’ - If not readily accessible (see NESC 234.C.3.d.1 exception 1)	5’*
- Above a not-readily-accessible roof and terminating at a (through-the-roof) service conduit or approved support, the service and its drip loops set no less than 18 inches above the roof. No more than 6 feet of the service cable passes over the roof	
1.5’ or within 4 feet if the roof edge (see NESC 234.C.3.d.2)	1.5’
- In any direction from windows designed to open (does not apply to service cable	
3’ above the top level of a window, see NESC 234.C.3.d.2)	3’
3’ - In any direction from doors, porches, fire escapes etc (see NESC 234.C.3.d.2)	3’

* Two additional feet have been included above the NESC minimums; see the introductory paragraph above.

Clearances around Meter Installations

These are minimum clearances required around meter installations for safe maintenance and access. A clear path for egress and regress is also required.



Section VIII

Developer Fees and Responsibilities

8.01 Subdivision Development Fees and Responsibilities

The City of Cody requires all new subdivisions and/or commercial developments to be constructed utilizing underground electrical distribution systems unless reasons exist making the use of underground power lines unreasonable. If a development project requires the extension of the City's primary electrical power lines to reach the development property, the full cost of that extension shall be borne by the developer requiring the extension. The electric distribution lines installed within the boundaries of the project shall be installed as follows:

- **System Design Procedures** – The City of Cody's Electrical Services Division shall be provided a copy of the preliminary plat for the subdivision or development so that the City's electrical engineer can design the distribution system needed to supply the project. The developer shall incorporate the City's electrical system design into the final plat of the development.
- **Developer Fees** – The City shall provide an estimate of the total project material cost to the developer based on the final plat. The developer shall submit **100%** of this amount to the City, prior to final approval of the project. Prices on this estimate shall reflect material and equipment costs at the time the estimate is prepared. Any subsequent material cost increases shall be reflected in the final as-built invoice.
- **Developer Responsibilities** – The developer shall provide and install all conduits (grey, electrical grade, schedule 40) for the project, including excavation, padding and backfill of utility trenches. When installing conduit sweeps into City provided ground sleeves for transformers, sectionalizing vaults, secondary pedestals etc., the contractor/developer shall not cut off the sweeps so that City pulling equipment can make a proper seal at the end of the sweep. If the contractor/developer chooses to cut off the sweep, a pull tape must be installed in any conduit run that terminates in a sweep that has been cut off. The labor and equipment charges for this installation shall be born entirely by the developer. The developer's contractor shall (at developer's expense) install all City supplied transformer ground sleeves, vault ground sleeves, secondary pedestals, ground rods and streetlight bases during the conduit installation phase of the project. Conduit provided by the developer shall meet City specifications as to type and size. These specifications are outlined in Section 5, page 13 of this Electric Distribution Standards Manual.
- **City Responsibilities** – Without charge to the developer, the City shall install all primary and secondary power cable, all transformers, cabinets and streetlight poles and luminaires. The City will order and supply all electrical material and equipment other than conduit.
- **Project Completion** – Upon completion of the project, the City's electrical engineer shall produce an invoice using as-built figures giving the actual cost of the project. If the as-built price is higher than the original estimate, the difference shall be billed to the developer. If the as-built price is lower than the original estimate, the City shall refund the difference to the developer.

8.02 Underground Service Connection Fees

- **For All Service Sizes:** The Customer shall provide and install all conduit and cable from the City's transformer or service pedestal to the Customer's service equipment. This will include the cost of the service riser and weather head and in the case of large commercial services the provision and installation of a secondary connection cabinet between the City's transformer and building service equipment. The Customer is responsible for all cable and connectors to attach secondary cabling to the City transformer.
- **To re-establish a service to a lot that previously had a service:** The Customer shall be responsible for the entire cost of that service. Contact the Electrical Services Department.
- **For service upgrades:** If the customer moves the electrical meter equipment to the structure from a position in the alley or on the property line, the customer shall pay the full cost of relocating the service. It is recommended that the old service conductors be replaced from the prior point of connection to the utility to the new meter location on the structure. If the Customer installs new service conductors in conduit per this recommendation, the City will maintain and repair the new service lateral. If the Customer re-uses the old service lateral conductors, the City will not maintain the old service lateral.

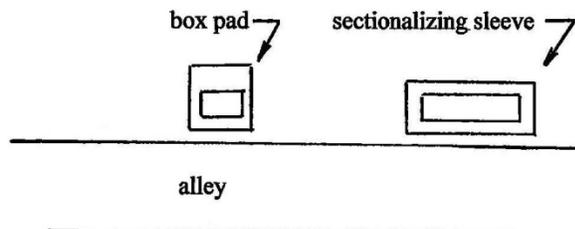
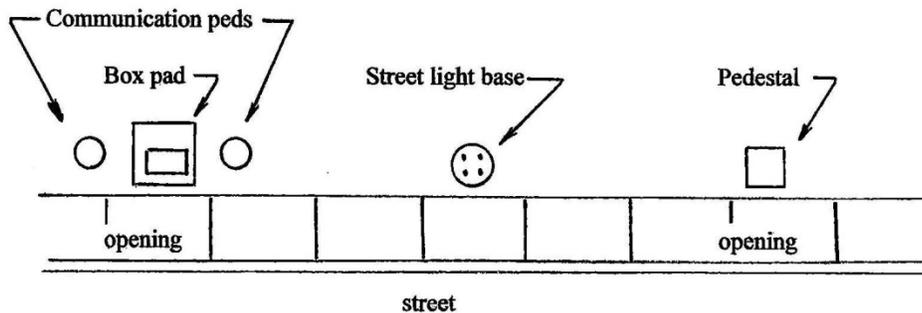
8.03 Overhead Service Connection Fees

- **For All Service Sizes:** For all services, the City will install the service drop cable and bill the Customer for the material and installation costs.
- **To re-establish a service to a lot that previously had a service:** The Customer shall be responsible for the entire cost of that service. Contact Electrical Services Department.

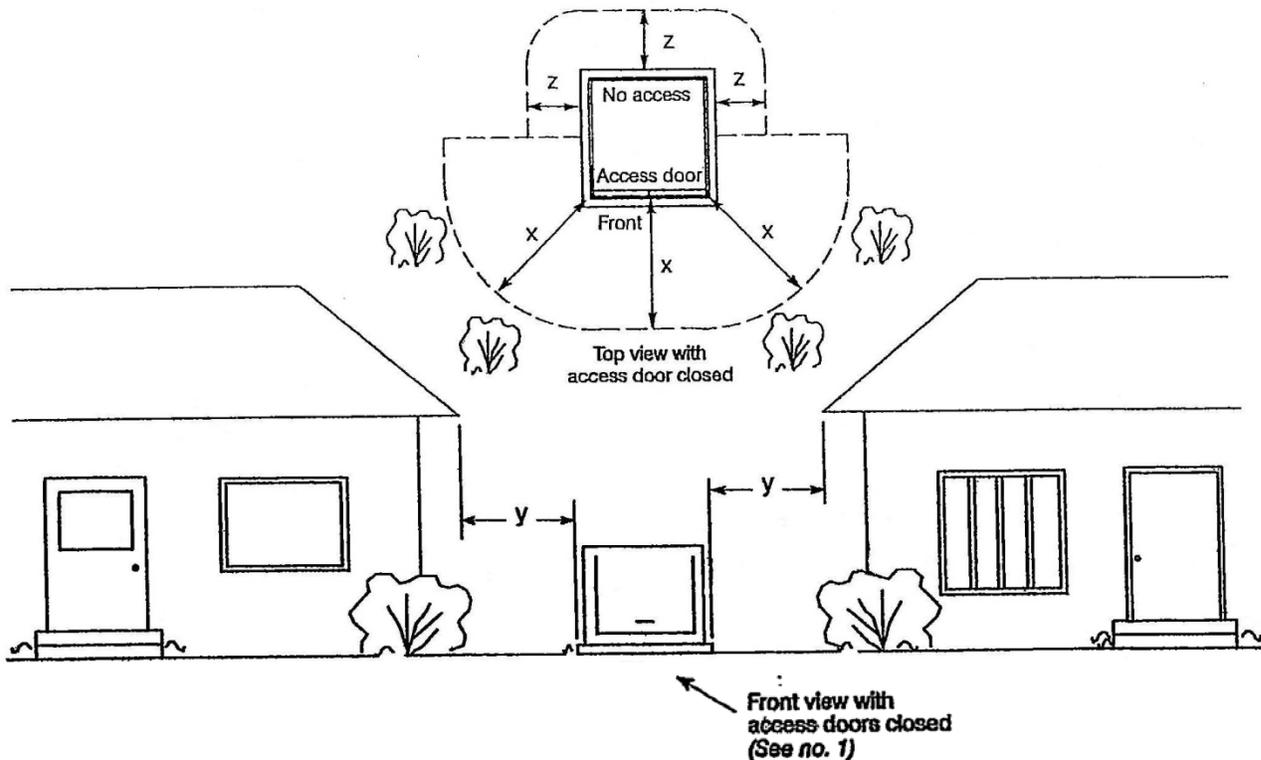
Section IX
Placement of City Facilities within a Subdivision

9.01 Transformer Box Pads, Pedestals, Sectionalizing Cabinet Sleeves, Streetlight Bases

- Placement to be as specified by Engineering Drawings
- Opening of each unit to face sidewalk, roadway or alley traffic lane
- Ground rods shall be driven into the ground so that the end of the ground rod protrudes above the ground so that grounding connections to equipment can be made. If driving the ground rod to this effect cannot be done due to soil conditions, the ground rod can be bent so that the end of the ground rod protrudes above the ground for equipment grounding connection purposes.
- Per International Fire Code 507.5.5, “a three foot clear space shall be maintained around the circumference of fire hydrants”
- Communications Pedestals are to be placed 2 feet away on either side of the City’s electrical equipment
- Streetlight bases are to be placed behind the sidewalk with the bolt pattern placed in line with the street roadway.
- Conduits shall be cut off so only 3 inches of the conduit is above the ground surface inside of a secondary pedestal. *Conduit sweeps are not to be cut off inside transformer box pads or sectionalizing cabinet ground sleeves.*



9.02 Minimum Clearances for Pad Mounted Equipment



MINIMUM DISTANCE REQUIRED FROM PAD

$x = 10$ ft. clear area in front of, any equipment access door or opening to allow the use of hot sticks (See dimensions in drawing above, and in requirement 1 below.)

$y = 8$ ft. from any structure or roof overhang consisting of combustible material. See dimensions in the drawing above.

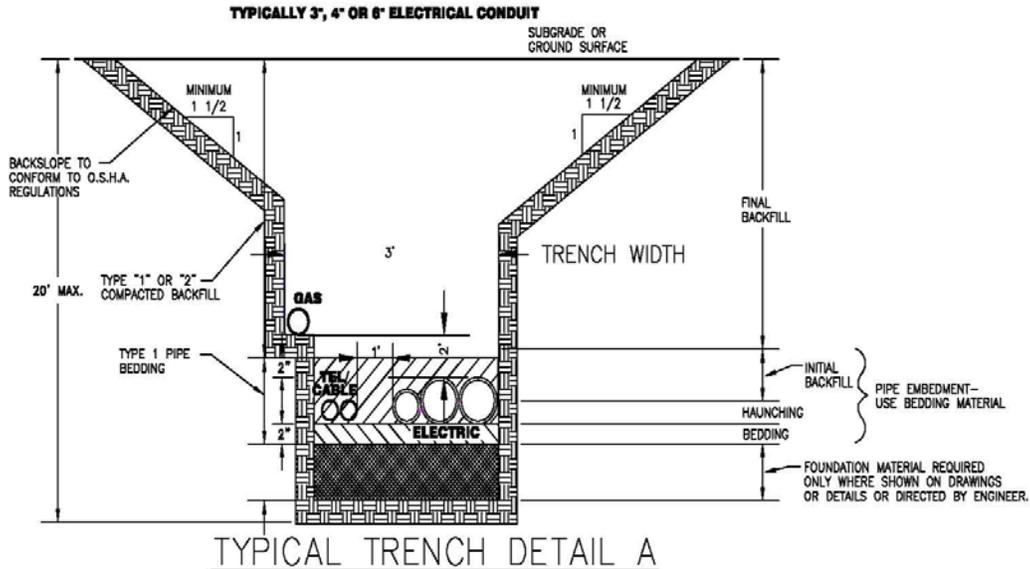
$Z = 3$ ft. clear area on non-access sides of the equipment to allow work space. See dimensions in the drawing above.

Requirements:

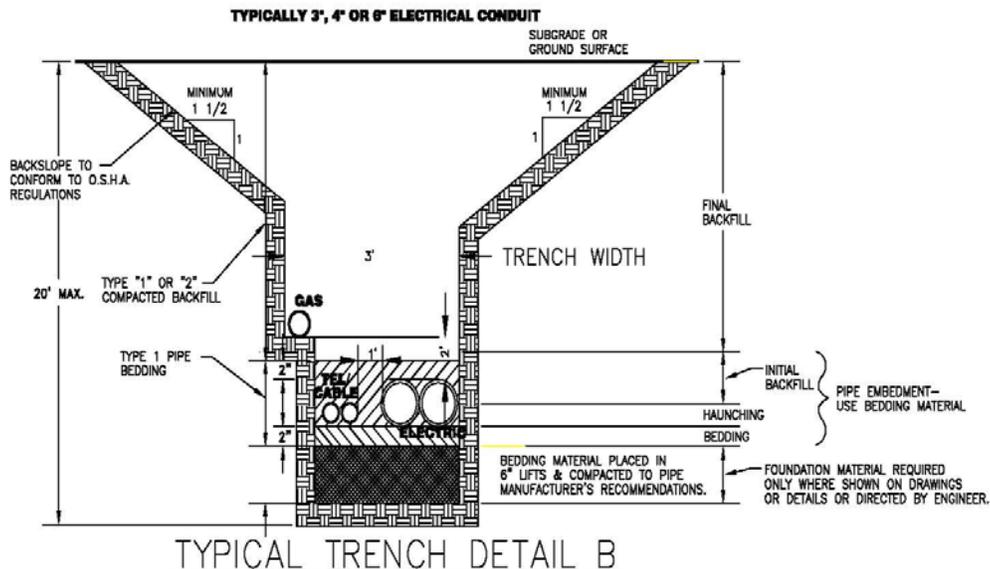
1. Locate pad-mounted equipment with access doors away from building walls or other barriers to allow safe working practices. If the equipment access side must face a wall, allow 10 feet for working clearance. No vegetation or trip hazards in this work space are permitted.
2. **The City reserves the right to remove any vegetation that does not meet the above clearances and will not reimburse the Customer for any removed vegetation.**
3. The location of driveways or parking areas shall be placed to provide a minimum 4' clearance from electrical equipment.

9.03 – Joint Trenching Details

- Trench Detail A – Three electric utility primary conduits, gas pipe and multiple communications conduits in same trench.
- Trench Detail B – Two electric utility primary conduits, gas pipe and two communications conduits in same trench.



IF SUPPORT OR SHIELD SYSTEM IS NOT USED,
 MAXIMUM ALLOWABLE SLOPE FOR ALL TRENCHES
 LESS THAN 20 FT. DEEP WILL BE 1 1/2H : 1V.
 COMPLY w/ALL APPLICABLE SAFETY REQUIREMENTS

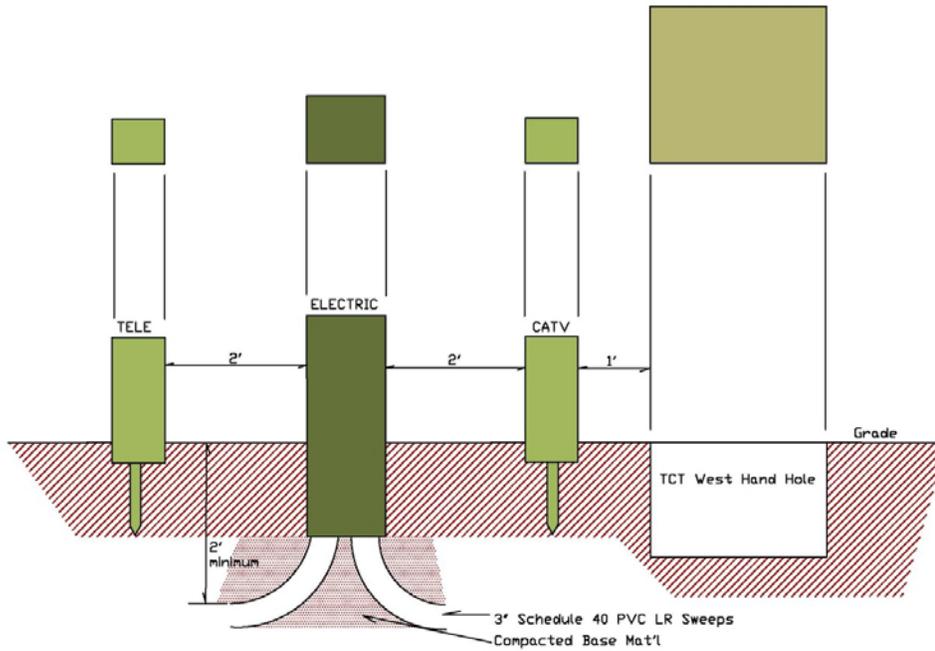


IF SUPPORT OR SHIELD SYSTEM IS NOT USED,
 MAXIMUM ALLOWABLE SLOPE FOR ALL TRENCHES
 LESS THAN 20 FT. DEEP WILL BE 1 1/2H : 1V.
 COMPLY w/ALL APPLICABLE SAFETY REQUIREMENTS

9.04 Secondary Pedestal Photograph (typical) and Installation Template

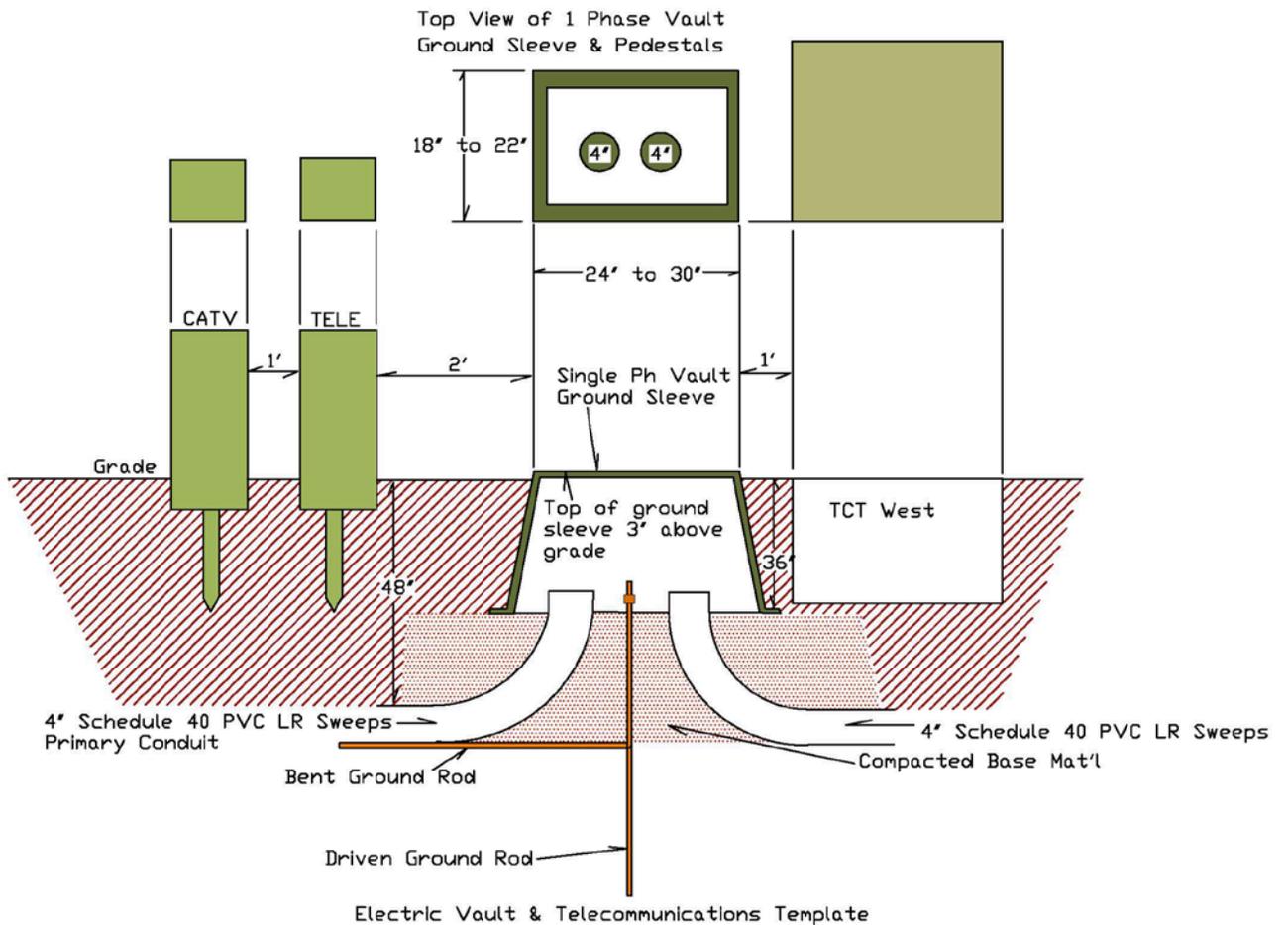


Top View of Pedestals

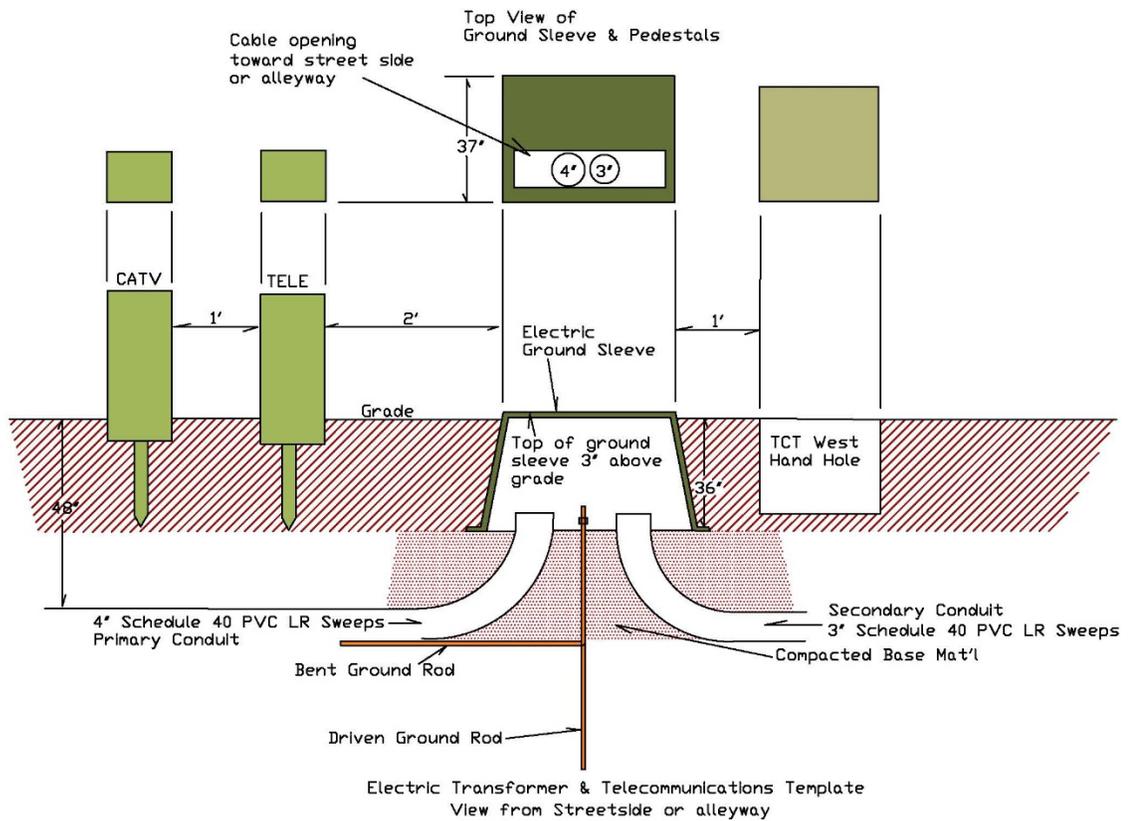


Secondary Pedestal & Telecommunications Template

9.05 Single Phase Sectionalizing Cabinet Ground Sleeve Photo (typical) and Installation Template



9.07 Padmount Transformer Box Pad Photograph (typical) and Installation Template



9.08 Overhead Communications Location Assignments on Utility Poles – Whenever possible, the attachment of overhead communications facilities on utility poles for current communications utilities operating in the City of Cody shall follow the following order:

- 1) Charter Communications – Attachment Point 40” below the lowest power attachment.
- 2) TCT West Communications – Attachment Point 12” to 14” below Charter attachment.
- 3) CenturyLink Communications – Attachment Point 12” to 14” below TCT West attachment.

**Section X
ELECTRICAL PERMITS**

ELECTRICAL PERMITS WILL BE ISSUED TO ELECTRICAL CONNTRACTORS HOLDING A CURRENT CITY OF CODY LICENSE. OWNERS OF SINGLE FAMILY DWELLINGS MAY BE ISSUED PERMIT. ALL PERMITS REQUIRE INSPECTIONS BASED ON THE CURRENT EDITION OF THE NATIONAL ELECTRICAL CODE.

SERVICE UPGRADES

- THRU 200 AMP \$25.00
- OVER 200 AMP \$50.00

NEW SINGLE & TWO FAMILY DWELLINGS

- INCLUDES PERMANENT SERVICE, ROUGH-IN, AND FINAL INSPECTIONS. \$50.00

DWELLING ADDITIONS

- WITH NEW SERVICE UPGRADE \$50.00
- NOT REQUIRING NEW SERVICE \$25.00
- SMALL JOBS (rewire, add circuits, repairs etc.) \$25.00

REINSPECTIONS:

- REQUIRING REMOVAL OF RED TAGS \$25.00

COMMERCIAL WIRING PERMITS

INCLUDES PERMANENT SERVICE, ROUGH-IN AND FINAL INSPECTIONS.

FEES SHALL BE COMPUTED ON THE DOLLAR VALUE OF THE ELECTRICAL INSTALLATION, INCLUDING FIXTURES AND INSTALLATION COSTS THEREOF, AS FOLLOWS:

- MINIMUM PERMIT \$ 25.00
- \$1,001-\$5,000 \$ 50.00
- \$5,001-\$25,000 \$100.00
- \$25,001-\$50,000 \$150.00
- \$50,001-\$100,000 \$250.00
- \$100,001 and over \$250.00 FOR THE FIRST \$100,000 PLUS \$1.00 FOR EACH \$1,000 OVER

REINSPECTIONS:

- REQUIRING REMOVAL OF RED TAGS \$ 50.00

Note: Contact the City of Cody Building Department to verify permit fees. This manual is updated annually and may not reflect the latest changes in permit fees.

Section XI

NET METERING POLICY

11.01 - General Information

The City of Cody Electric Division allows net metering installations for renewable energy sources with a maximum capacity of 25 kW. Any request for larger installations will have to be cleared through the Wyoming Municipal Power Agency as well as the City Council. Cody is a member of WMPA and as such, is bound to an all-requirements power contract with WMPA. Larger installations must negotiate an agreement with WMPA for installation on the City Electrical Distribution System. If a larger system is being contemplated by a Customer, contact information for WMPA can be obtained from the Administrative Services Department at Cody City Hall.

11.02 - Metering Requirements

1. The City of Cody will supply a dual reading meter to allow measurement of both City supplied electrical service and Customer supplied excess electrical energy that is fed back onto the City's distribution system. The Customer will be billed for the cost of the meter by the City.
2. The Customer shall provide an automatic disconnect device that will prevent backflow of power onto the City's electrical grid in the event that City service to the meter is interrupted. This device should provide a visible open point to verify that the renewable energy source or Customer generation equipment is not back-feeding power onto the City grid. If the automatic disconnect device does not provide a visible open, a manual disconnect device must be installed that will provide the visible open.

11.03 - Net Metering Energy Reconciliation

1. Both registers on the dual reading meter will be read each month. The energy generated by the Customer shall be deducted from the energy supplied to the Customer by the City and the Customer will be billed or credited with the difference at the retail rate.

Section XII

SECURITY LIGHTING POLICY

12.01 Security Lighting Policy Cancellation - As of January 1, 2017, the City of Cody no longer provides unmetered or metered security lighting service.

12.02 Sunset Clause - Security Light Installations in service at the time of this cancellation will be maintained until the customer requests removal of the light, the security light or pole fails or until there is a change of ownership of the property that is provided with security light service.

12.03. Roadway Lighting on Private Roads - City provided roadway lighting on private roads currently charged under the former security lighting policy will no longer be provided

or maintained. Since there exist areas within the City limits areas where this service is provided, these existing lights fall under the **Sunset Clause above (12.02)**.

ORDINANCE NO. 2016 - 17

**AN ORDINANCE AMENDING TITLE 1, CHAPTER 7C,
SECTION 5, OF THE CITY OF CODY CODE: SALARIES**

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

Title 1, Chapter 7C, Section 5, of the City of Cody Code, shall be amended as follows:

1-7C-5:

- A. The annual salary for the mayor shall be twenty four thousand (\$24,000.00) commencing January 1, 2009, and shall be paid in twenty six (26) biweekly installments.
- B. Each governing body member shall be paid compensation quarterly in the sum of one hundred dollars (\$100) for actual attendance at each regular or special meeting of the governing body, or any committee meeting.
- C. The annual salary for the municipal court judge shall be thirty six thousand (\$36,000) and shall be paid in twenty four (24) installments. Alternate municipal court judges shall receive compensation at the rate of one hundred dollars (\$100) per hour for each hour, or proportion thereof, such alternate judge provides services to the City as a municipal court judge.

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

PASSED ON FIRST READING: _____ DECEMBER 6, 2016 _____

PASSED ON SECOND READING: _____ DECEMBER 20, 2016 _____

PASSED ON THIRD READING: _____, 2017

Nancy Tia Brown, Mayor

ATTEST:

Cynthia D. Baker, Administrative Services Director