

**REVISED**  
**City of Cody City Council**  
**AGENDA**

Wednesday, January 15, 2019 – 7:00 p.m. (Pre-Meeting to begin at 6:45 p.m.)  
Meeting Place: City of Cody Council Chambers – 1338 Rumsey Avenue, Cody, WY

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

Introduction of newly elected Park County Commissioners – Dossie Overfield and Lloyd Thiel

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 January 2, 2019 and Special Work Session Minutes from January 8, 2019.
- b. Approve Vouchers in the amount of \$1,739,214.76.
- c. Appoint Council Member Landon Greer to serve as Council President and Council Member Jerry Fritz to serve as Council Vice President for a 1-year term ending 12/31/2019.

2. Public Comments: The City Council welcomes input from the public. In order for everyone to be heard, please limit your comments to five (5) minutes per person. The Guidelines for the Conduct of City Council Meetings do not allow action to be taken on public comments.

3. Public Hearing

4. Conduct of Business

- a. Appoint Roy Holm to serve on the Shoshone Municipal Pipeline Board to complete the term of Council Member Anderson through 6/30/2019 and appoint to serve a 3-year term – 7/1/2019-6/30/2022.
- b. Approve preliminary plat of the Cougar West Subdivision, with the associated variances and conditions of approval.

Staff Reference: Todd Stowell, City Planner

- c. Consider staff recommendations to continue the Urban Deer reduction as outlined in the CPD Urban Deer Reduction Operation Plan and within the Conditions of the 2018 WGFD Chapter 56 Permit.

Staff Reference: Chief Baker and/or Sergeant Heydenberk

- d. Authorize the Mayor to enter into a Professional Services Agreement between the City of Cody and Morrison-Mairerle, Inc for services to include: Design, Bidding, Construction Administration and Observation associated with the 2019 ADA Ramp Improvements Project.

Staff Reference: Phillip Bowman, Public Works Director

- e. Authorize the City of Cody to participate in the WBC Community Assessment and Planning Program and authorize the Mayor to sign associated documents as applicable.

Staff Reference: Barry Cook, City Administrator

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

**Upcoming Meetings:**

**January 25, 2018 – Friday – Leadership Summit 8:30 a.m. – 3:30 p.m.**  
**February 5, 2019 – Tuesday - Regular Council Meeting 7:00 p.m.**  
**February 12, 2019 – Tuesday – Work Session 4:15 p.m.**  
**February 19, 2019 – Tuesday - Regular Council Meeting 7:00 p.m.**

**City of Cody**  
**Council Proceedings**  
**Wednesday, January 2, 2019**

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

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Wednesday, January 2, 2019 at 7:00 p.m.

Present: Mayor Hall, Council Members Donny Anderson, Karen Ballinger, Jerry Fritz, Landon Greer Glenn Nielson and Stan Wolz, Council Member Elect Justin Baily, Diane Ballard and Heidi Rasmussen, City Administrator, Barry Cook, City Attorney Scott Kolpitcke and Administrative Services Officer, Cindy Baker

Absent: None

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

Council Members Baily, Ballard and Rasmussen received the Oath of Office by Cindy Baker, Administrative Services Officer.

Barry Cook, City Administrator, along with the Council recognized outgoing Council Members Anderson, Ballinger and Wolz for their dedication and serving in the Council and various boards and committees over the years.

Council Member Greer made a motion seconded by Council Member Fritz to approve the consent calendar which includes approval of Minutes - Regular Minutes from December 18, 2018; approve Vouchers in the amount of \$18,912.08 (noting invoices associated with specific purpose tax project; approve Vouchers in the amount of \$332,603.20; authorize the Mayor to sign Amendment No. 1 to the Professional Services Agreement with T-O Engineers for the Beacon Hill Water Tank Project; approve the Official Community Appointments for 2019: Municipal Court Judge, C.E. Webster II; Alternate Municipal Court Judge, John Housel and Tom Keegan, Fire Marshall, Sam Wilde; and Fire Chief, Jim Shultz; declare the Cody Enterprise as the City's Official publication per §15-1-110; designate Big Horn Federal Bank, US Bank, Bank of the West, Pinnacle Bank, US Bank and Wells Fargo as the official depositories for the City of Cody for the calendar year 2019; authorize Mayor Matt Hall or Council Member Landon Greer as Official Voting Delegate and alternate for the 2018 WAM Winter Workshop; appoint Council Member Heidi Rasmussen to serve on the Yellowstone Regional Airport Board for a 3-year term (1/1/2019-12/31/2021); appoint Council Member Diane Ballard to serve on the Park County Travel Council for a 3-year term (3/1/2019-2/28/2021); appoint Council Member Heidi Rasmussen to serve on the Contractor's Board for a 3-year term (1/1/2019-12/31/2021); appoint Council Member Justin Baily to serve on the Urban Systems Board for a 3-year term (1/1/2019-12/31/2021); appoint Council Member Diane Ballard to serve on the Shoshone Recreation Board for a 3-year term (1/1/2019-12/31/2021); appoint Council Member Jerry Fritz to on the Northwest Improvement Joint Powers Board for a 3-year term (1/1/2019-12/31/2021); appoint Council Member Diane Ballard to serve on the Yellowstone County Assistance Network (YCAN) for a 2-year term (5/1/2019-4/30/2021); appoint Council Member Diane Ballard to serve on the Park County Drug Court for a 2-year term (1/1/2019-12/31/2020); appoint City Staff, Eric Asay to the Cody Tree Board for a 2-year appointment (1/1/2019-12/31/2020); appoint City Staff,

Phillip Bowman to the Urban Systems Board for a 3-year appointment (1/1/2019-12/31/2021); appoint the following to the Cody City Rabies Board for a 2-year term (1/1/2019-12/31/2020), Dr. Jamieson, Dr. Blessing, Chief Chuck Baker and Jennifer Morris; and appoint Council Member(s) as Department Liaison's as follows Police – Council Members Landon Greer & Justin Baily; Administrative Services – Council Member Glenn Nielson; Parks, Recreation & Public Facilities-Council Member Justin Baily; Public Works – Council Members Heidi Rasmussen & Jerry Fritz. Vote was unanimous.

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.

There being no further action Mayor Hall adjourned the meeting at 7:25 p.m.

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Matt Hall  
Mayor

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Cindy Baker  
Administrative Services Officer

**City of Cody**  
**Council Proceedings**  
**Tuesday, January 8, 2019**

A special meeting of the Cody City Council was held in Council Chambers of Cody City Hall on Tuesday, January 8, 2019 at 4:15 p.m.

Present: Mayor Matt Hall, Council Members Diane Ballard, Heidi Rasmussen, Jerry Fritz, Landon Greer, and Glenn Nielson; City Attorney, Scott Kolpitcke, City Administrator, Barry Cook and Administrative Services Officer, Cindy Baker.

Absent: Council Member Justin Baily

At 4:15 pm. Council Member Greer made a motion seconded by Council Member Rasmussen to enter into an executive session pursuant to W.S. 16-4-4-5(a)(ix) to consider or receive information classified as confidential by law. At 4:40 p.m. Council Member Greer seconded by Council Member Rasmussen to exit out of the executive session. No action was taken.

Mayor Hall called the meeting to order at 4:40 p.m.

The Governing Body were provided information from the Wyoming Game and Fish as it related to the Cody Urban Deer Classification/Trend Survey. Sergeant Heydenberk and Chief Baker provided information and background information as it relates to the deer reduction and overview. Staff was directed to provide this item for Council consideration at the January 15<sup>th</sup> meeting. No action was taken.

James Klessens provided the Governing Body as it relates to the potential Community Foundation. After discussion, staff was directed to provide this as an item for Council consideration at the February 5<sup>th</sup> meeting. No action was taken.

Council Member Greer recused himself from the rest of the meeting and discussion on the final item on the agenda due to potential conflict of interest. Council Member Nielson, also left the meeting due to other obligations.

Phillip Bowman, Public Works Director provided the Governing Body with information as it relates to the 2019 ADA Pedestrian Ramp Project that is funded with the specific purpose tax. Staff was directed to proceed with the plan and bring items for Council consideration as applicable appropriate future Council meetings. No action was taken.

Mayor Hall adjourned the meeting at 6:02 p.m.

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Cynthia D Baker  
Administrative Services Officer

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Matt Hall  
Mayor

Report Criteria:

Invoice.Detail.Input date = 01/08/2019

Invoice.Batch = {NOT LIKE} "1"

Secondary Name	Invoice	Description	Invoice Date	Total Cost
<b>AMERICAN FAMILY LIFE ASSUR (550)</b>				
	557895	AFLAC PREMIUM	12/28/2018	2,478.58
Total :				2,478.58
Total AMERICAN FAMILY LIFE ASSUR (550):				2,478.58
<b>AMERICAN WELDING &amp; GAS, INC. (128592)</b>				
	6036099	OXYGEN/ACETYLENE/CYLINDER RENTAL	12/31/2018	64.68
	6036100	CARBON DIOXIDE/CYLINDER RENTAL	12/31/2018	29.96
Total :				94.64
Total AMERICAN WELDING & GAS, INC. (128592):				94.64
<b>BAILEY ENTERPRISES INCORPORATED (130546)</b>				
	123118	Fuel	01/12/2018	88.75
	123118	Fuel	01/12/2018	831.05
	123118	Fuel	01/12/2018	130.34
	123118	Fuel	01/12/2018	43.45
	123118	Fuel	01/12/2018	1,802.98
	123118	Fuel	01/12/2018	130.34
	123118	Fuel	01/12/2018	65.17
	123118	Fuel	01/12/2018	5.61
	123118	Fuel	01/12/2018	23.38
	123118	Fuel	01/12/2018	82.94
	123118	Fuel	01/12/2018	30.00
	123118	Fuel	01/12/2018	24.67
	123118	Fuel	01/12/2018	11.61
	123118	Fuel	01/12/2018	113.39
	123118	Fuel	01/12/2018	93.87
	123118	Fuel	01/12/2018	85.15
	123118	Fuel	01/12/2018	18.54
	123118	Fuel	01/12/2018	835.88
	123118	Fuel	01/12/2018	61.16
	123118	Fuel	01/12/2018	48.76
	123118	Fuel	01/12/2018	340.73
	123118	Fuel	01/12/2018	202.56
	123118	Fuel	01/12/2018	9.27
	123118	Fuel	01/12/2018	24.12
	123118	Fuel	01/12/2018	17.47
	123118	Fuel	01/12/2018	2,271.20
	123118	Fuel	01/12/2018	749.42
	123118	Fuel	01/12/2018	859.98
	123118	Fuel	01/12/2018	94.62
	123118	Fuel	01/12/2018	11.53
	123118	Fuel	01/12/2018	17.47
	123118	Fuel	01/12/2018	198.29
	123118	Fuel	01/12/2018	147.33
	123118	Fuel	01/12/2018	17.47
	123118	Fuel	01/12/2018	264.79
	123118	Fuel	01/12/2018	63.56
	123118	Fuel	01/12/2018	255.06
	123118	Fuel	01/12/2018	16.06

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	123118	Fuel	01/12/2018	860.78
Total :				10,948.75
Total BAILEY ENTERPRISES INCORPORATED (130546):				10,948.75
<b>BAKER MILLER, ROBIN (131763)</b>				
	13.1384.11	REFUND UTILIY DEPOSIT	12/27/2018	109.55
Total :				109.55
Total BAKER MILLER, ROBIN (131763):				109.55
<b>BOWMAN, ZACHERY E (131507)</b>				
PRECISION LAWN CARE AND SNOW	1693	SNOW REMOVAL SHERIDAN AVE CORNERS	12/01/2018	960.00
Total :				960.00
Total BOWMAN, ZACHERY E (131507):				960.00
<b>CARTER, DAWN L (131762)</b>				
	10.1160.28	REFUND UTILITY DEPOSIT	01/03/2019	101.41
Total :				101.41
Total CARTER, DAWN L (131762):				101.41
<b>CENTURY LINK (10091)</b>				
	10119	UTILITIES	01/01/2019	38.99
Total :				38.99
Total CENTURY LINK (10091):				38.99
<b>CHEYENNE, LIGHT, FUEL &amp; POWER COMPANY (130509)</b>				
BLACK HILLS ENERGY	010719	UTILITIES	01/07/2019	770.46
BLACK HILLS ENERGY	010719	UTILITIES	01/07/2019	956.90
BLACK HILLS ENERGY	010719	UTILITIES	01/07/2019	744.74
BLACK HILLS ENERGY	010719	UTILITIES	01/07/2019	808.30
BLACK HILLS ENERGY	010719	UTILITIES	01/07/2019	2,367.22
BLACK HILLS ENERGY	010719	UTILITIES	01/07/2019	2,035.80
BLACK HILLS ENERGY	010719	UTILITIES	01/07/2019	402.07
BLACK HILLS ENERGY	010719	UTILITIES	01/07/2019	97.39
BLACK HILLS ENERGY	010719	UTILITIES	01/07/2019	612.06
BLACK HILLS ENERGY	010719	UTILITIES	01/07/2019	478.86
BLACK HILLS ENERGY	010719	UTILITIES	01/07/2019	331.41
Total :				9,605.21
Total CHEYENNE, LIGHT, FUEL & POWER COMPANY (130509):				9,605.21
<b>CIRCUIT COURT (131150)</b>				
	CR2018193COD	FINE PAYMENT DAVID MIMS	01/09/2019	100.00
Total :				100.00
Total CIRCUIT COURT (131150):				100.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
<b>CITY OF CODY (127400)</b>				
	121218	PETTY CASH PD - TRAINING	12/12/2018	50.00
	121218	PETTY CASH PD - PEACE OFFICER ID RENEWAL	12/12/2018	10.00
Total :				60.00
Total CITY OF CODY (127400):				60.00
<b>EAKERNS, RUTH (131765)</b>				
	010319	RESTITUTION FROM ROBERT SCHUMACHER MC-1811-010	01/03/2019	150.00
Total :				150.00
Total EAKERNS, RUTH (131765):				150.00
<b>ENGINEERING ASSOCIATES (4140)</b>				
	3812051	PROJECT NO 14111.04 WWTF PHASE 2	12/20/2018	12,216.57
	3812051	PROJECT NO 14111.04 WWTF PHASE 2	12/20/2018	3,732.84
	3812051	PROJECT NO 14111.04 WWTF PHASE 2	12/20/2018	1,018.05
	3812051	PROJECT NO 14111.04 WWTF PHASE 2	12/20/2018	16,967.47
	3812052	SUNSHINE AVENUE TW SURVEY	12/20/2018	2,350.00
Total :				36,284.93
Total ENGINEERING ASSOCIATES (4140):				36,284.93
<b>EVERT, REBECCA (131493)</b>				
	010319	RESTITUTION FROM RONALD EVERHART MC-1712-015	01/03/2019	50.00
Total :				50.00
Total EVERT, REBECCA (131493):				50.00
<b>FARLOW, IRENE &amp; EARL (129079)</b>				
CODY CAB LLC	011519	TIPSY TAXI PROGRAM	01/15/2019	483.00
Total :				483.00
Total FARLOW, IRENE & EARL (129079):				483.00
<b>FIRE DISTRICT #2 (131409)</b>				
	123118	FIRE DISTRICT PASS THROUGH FEE	12/31/2018	175.00
Total :				175.00
Total FIRE DISTRICT #2 (131409):				175.00
<b>FREDERICK, LAUREL (131382)</b>				
	010319	RESTITUTION FROM DEBRA HODSON MC-1706-037	01/03/2019	50.00
Total :				50.00
Total FREDERICK, LAUREL (131382):				50.00
<b>HAYS, JOSHUA (131760)</b>				
	1992	REC CENTER REFUND	12/20/2018	53.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				53.00
Total HAYS, JOSHUA (131760):				53.00
<b>HOLEMAN, DEVIN (131687)</b>				
	010319	RESTITUTION FROM ANDREA THURSTON MC-1807-063	01/03/2019	100.00
Total :				100.00
Total HOLEMAN, DEVIN (131687):				100.00
<b>JACKSON, COOPER ELI (131761)</b>				
	848601	BEAVER REMOVAL	12/12/2018	150.00
Total :				150.00
Total JACKSON, COOPER ELI (131761):				150.00
<b>KITCHEN, SCOTT (129803)</b>				
	123118	REIMBURSEMENT FOR MILEAGE	01/02/2019	34.88
Total :				34.88
Total KITCHEN, SCOTT (129803):				34.88
<b>KURTZ, KELSEE (131757)</b>				
	1994	REC CENTER REFUND	12/20/2018	6.50
Total :				6.50
Total KURTZ, KELSEE (131757):				6.50
<b>LEISURE IN MONTANA INC (131545)</b>				
	SAL6927-1	POOL CHEMICALS	11/07/2018	2,045.20
	SAL7232-1	POOL SUPPLIES	12/13/2018	1,026.05
Total :				3,071.25
Total LEISURE IN MONTANA INC (131545):				3,071.25
<b>LONG BUILDING TECHNOLOGIES INC (125191)</b>				
	SRVCE0094998	POOL BOILER REPAIR	12/31/2018	504.45
Total :				504.45
Total LONG BUILDING TECHNOLOGIES INC (125191):				504.45
<b>MAYTON, GREG (131766)</b>				
OR MAYTON, HEIDI	1995	REC CENTER REFUND	12/20/2018	30.00
OR MAYTON, HEIDI	1997	REC CENTER REFUND	01/03/2019	25.00
Total :				55.00
Total MAYTON, GREG (131766):				55.00
<b>MUFLEH, FIRAS (131749)</b>				
	14.1900.24-2	REFUND CREDIT BALANCE	12/27/2018	110.19

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				110.19
Total MUFLEH, FIRAS (131749):				110.19
<b>NCPERS WYOMING (125412)</b>				
	123118	PREMIUM	01/02/2019	464.00
Total :				464.00
Total NCPERS WYOMING (125412):				464.00
<b>NORCO, INC. (128948)</b>				
	25475094	WELDING SUPPLIES	12/31/2018	24.30
Total :				24.30
Total NORCO, INC. (128948):				24.30
<b>PARK COUNTY (7670)</b>				
	4141	LEC CONTRACT - DISPATCH	01/01/2019	197.02
	4141	LEC CONTRACT - DISPATCH	01/01/2019	3,349.39
	4141	LEC CONTRACT - DISPATCH	01/01/2019	591.07
	4141	LEC CONTRACT - DISPATCH	01/01/2019	15,564.82
	4141	LEC CONTRACT - CAPITOL EQUIPMENT	01/01/2019	4,500.00
	4141	LEC CONTRACT - MAINTENANCE	01/01/2019	2,298.67
	4141	LEC CONTRACT - CONSOLE	01/01/2019	38.47
	4141	LEC CONTRACT - CONSOLE	01/01/2019	653.93
	4141	LEC CONTRACT - CONSOLE	01/01/2019	115.40
	4141	LEC CONTRACT - CONSOLE	01/01/2019	3,038.82
	4141	LEC CONTRACT - UTILITIES	01/01/2019	1,090.79
Total :				31,438.38
Total PARK COUNTY (7670):				31,438.38
<b>PARK COUNTY ANIMAL SHELTER (5120)</b>				
	10119	ANIMAL SERVICE CONTRACT - JAN 2019	01/01/2019	3,750.00
Total :				3,750.00
Total PARK COUNTY ANIMAL SHELTER (5120):				3,750.00
<b>PARK COUNTY CIRCUIT COURT (128493)</b>				
	122318	CV-2016-0757	12/28/2018	312.59
Total :				312.59
Total PARK COUNTY CIRCUIT COURT (128493):				312.59
<b>PARK COUNTY LANDFILL (129053)</b>				
	123118	LANDFILL CHARGES - DEC 2018	12/31/2018	81.90
	123118	LANDFILL CHARGES - DEC 2018	12/31/2018	52,258.50
Total :				52,340.40
Total PARK COUNTY LANDFILL (129053):				52,340.40

Secondary Name	Invoice	Description	Invoice Date	Total Cost
<b>PARK COUNTY SHERIFF (7740)</b>				
	123118	INCARCERATION - DEC 2018	12/31/2018	60.00
Total :				60.00
Total PARK COUNTY SHERIFF (7740):				60.00
<b>PROVIDENT LIFE &amp; ACCIDENT INS (128033)</b>				
	123118	PREMIUMS	12/28/2018	109.20
Total :				109.20
Total PROVIDENT LIFE & ACCIDENT INS (128033):				109.20
<b>REITER, BETH ANNE (131756)</b>				
	1993	REC CENTER REFUND	12/20/2018	143.25
Total :				143.25
Total REITER, BETH ANNE (131756):				143.25
<b>SABER PEST CONTROLL LLC (131183)</b>				
	AUD12	PEST CONTROL - AUDITORIUM	12/19/2018	80.00
	CH120	PEST CONTROL - CITY HALL	12/19/2018	60.00
	REC122	PEST CONTROL - REC CENTER	12/19/2018	90.00
	REC122	PEST CONTROL - REC CENTER	12/19/2018	90.00
Total :				320.00
Total SABER PEST CONTROLL LLC (131183):				320.00
<b>SHARPE, JAN (131764)</b>				
	4.0500.33	REFUND OVERPAYMENT	12/28/2018	150.62
Total :				150.62
Total SHARPE, JAN (131764):				150.62
<b>SHOSHONE MUNICIPAL PIPELINE (9130)</b>				
	010119	SMP WATER PURCHASE - DEC 2018	01/01/2019	112,341.18
Total :				112,341.18
Total SHOSHONE MUNICIPAL PIPELINE (9130):				112,341.18
<b>SOWERWINE, OCTAVIO (131759)</b>				
	1996	REC CENTER REFUND	12/20/2018	90.00
Total :				90.00
Total SOWERWINE, OCTAVIO (131759):				90.00
<b>SYSTEMS GRAPHICS INC (129162)</b>				
ADVANCED INFO SYSTEMS	14611	OUTSOURCE BILLS	12/20/2018	13.99
ADVANCED INFO SYSTEMS	14611	OUTSOURCE BILLS	12/20/2018	40.23
ADVANCED INFO SYSTEMS	14611	OUTSOURCE BILLS	12/20/2018	36.73
ADVANCED INFO SYSTEMS	14611	OUTSOURCE BILLS	12/20/2018	36.73
ADVANCED INFO SYSTEMS	14611	OUTSOURCE BILLS	12/20/2018	47.22

Secondary Name	Invoice	Description	Invoice Date	Total Cost
ADVANCED INFO SYSTEMS	14618	OUTSOURCE BILLS	12/31/2018	32.10
ADVANCED INFO SYSTEMS	14618	OUTSOURCE BILLS	12/31/2018	92.30
ADVANCED INFO SYSTEMS	14618	OUTSOURCE BILLS	12/31/2018	84.27
ADVANCED INFO SYSTEMS	14618	OUTSOURCE BILLS	12/31/2018	84.27
ADVANCED INFO SYSTEMS	14618	OUTSOURCE BILLS	12/31/2018	108.35
Total :				576.19
Total SYSTEMS GRAPHICS INC (129162):				576.19
<b>THE OFFICE SHOP INC (7440)</b>				
	100540	COPIER CONTRACT - SHOP	12/26/2018	50.82
	100540	COPIER CONTRACT - SHOP	12/26/2018	50.82
	100540	COPIER CONTRACT - SHOP	12/26/2018	50.82
	100540	COPIER CONTRACT - SHOP	12/26/2018	50.82
	100540	COPIER CONTRACT - SHOP	12/26/2018	50.82
Total :				254.10
Total THE OFFICE SHOP INC (7440):				254.10
<b>THOMAS, LISA (130637)</b>				
	123018	REIMBURSEMENT FOR MILEAGE	01/03/2019	59.24
Total :				59.24
Total THOMAS, LISA (130637):				59.24
<b>U S BANK PURCHASE CARD (129981)</b>				
	010719	Anti-glare monitor screen protector	01/07/2019	27.98
	010719	ink for postage machine	01/07/2019	34.99
	010719	ink for postage machine	01/07/2019	34.99
	010719	ink for postage machine	01/07/2019	34.99
	010719	1099 tax forms	01/07/2019	47.90
	010719	software - MS GSA Excell 2019	01/07/2019	107.79
	010719	Employee Appreciation Event	01/07/2019	80.60
	010719	Years of Service and supplies	01/07/2019	13.92
	010719	Years of service engraving	01/07/2019	36.25
	010719	Blank w2 forms	01/07/2019	225.28
	010719	subscription - support	01/07/2019	336.00
	010719	AAA batteries - rechargeable	01/07/2019	9.75
	010719	B03 lights	01/07/2019	119.98
	010719	B03 Parts	01/07/2019	141.00
	010719	B03 Seal	01/07/2019	17.68
	010719	ink	01/07/2019	114.89
	010719	Utilities - Verizon	01/07/2019	25.51
	010719	Dues - Meetup Org	01/07/2019	89.94
	010719	Council recognition	01/07/2019	127.20
	010719	Meeting Expenses - Legislative Dinner	01/07/2019	1,867.94
	010719	meeting expense	01/07/2019	5.95
	010719	meals, - City Administrator	01/07/2019	150.00
	010719	Utilities - Verizon	01/07/2019	49.80
	010719	advertising - radio - agenda, rec programs	01/07/2019	170.00
	010719	advertising, minutes, public notices, ordinances, rec center misc ads	01/07/2019	2,049.35
	010719	Archive Book supplies	01/07/2019	153.50
	010719	tipsy taxi vouchers	01/07/2019	184.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total General Government:				6,257.18
	010719	Employee Appreciation Event	01/07/2019	24.80
	010719	Years of Service and supplies	01/07/2019	4.29
	010719	Years of service engraving	01/07/2019	15.00
	010719	Driveway markers @ rec	01/07/2019	19.74
	010719	Utilities - TCT	01/07/2019	90.56
	010719	Office/Restroom supplies	01/07/2019	76.05
	010719	Cleaning gloves	01/07/2019	3.50
	010719	Skate park sign	01/07/2019	6.49
	010719	Skate park sign	01/07/2019	328.18
	010719	B10 roof light	01/07/2019	219.77
	010719	Steps rails	01/07/2019	164.99
	010719	Eric ISA national	01/07/2019	135.00
	010719	Eric ISA Training	01/07/2019	179.90
	010719	Gary irrigation training	01/07/2019	50.00
	010719	Utilities - Verizon	01/07/2019	115.56
	010719	Office/Restroom supplies	01/07/2019	21.49
	010719	Office/Restroom supplies	01/07/2019	76.04
	010719	Cleaning gloves	01/07/2019	3.49
	010719	Shop supplies	01/07/2019	3.59
	010719	Nuts & Bolts	01/07/2019	1.52
	010719	Nuts & Bolts	01/07/2019	1.94
	010719	Nuts & Bolts	01/07/2019	3.78
	010719	Day planner	01/07/2019	8.84
	010719	Day planner	01/07/2019	17.60
	010719	Employee Appreciation Event	01/07/2019	24.80
	010719	Years of Service and supplies	01/07/2019	4.29
	010719	Years of service engraving	01/07/2019	30.00
	010719	door repair - city hall/ light repair - chamber	01/07/2019	425.00
	010719	light repairs public works	01/07/2019	28.60
	010719	Electrical upgrade-fitness equipment/LED the lights-Rec Center /LED lights-Draw Street	01/07/2019	2,650.00
	010719	permit for City Hall hot water heater	01/07/2019	25.00
	010719	Rug service	01/07/2019	86.92
	010719	Utilities - TCT	01/07/2019	1,004.67
	010719	Utilities - Verizon	01/07/2019	75.31
	010719	custodial supplies for rec center and city hall	01/07/2019	33.97
	010719	cables	01/07/2019	4.99
	010719	Rug service	01/07/2019	126.37
	010719	Utilities - TCT	01/07/2019	56.45
	010719	batteries for Auditorium	01/07/2019	40.26
	010719	door repair - city hall/ light repair - chamber	01/07/2019	187.60
Total Parks & Facilities:				6,376.35
	010719	Employee Appreciation Event	01/07/2019	136.40
	010719	Years of Service and supplies	01/07/2019	23.58
	010719	Years of service engraving	01/07/2019	36.25
	010719	advertising - positions pd/rec	01/07/2019	394.00
	010719	Random testing	01/07/2019	90.00
	010719	Utilities - TCT	01/07/2019	66.45
	010719	A08 Spark plug Parts	01/07/2019	26.21
	010719	A19 wheel	01/07/2019	68.00
	010719	Towing A08	01/07/2019	87.34
	010719	A12 tires	01/07/2019	473.88
	010719	A19 Sensor	01/07/2019	58.79
	010719	C01 ASSOC DUES & MEMB	01/07/2019	150.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	010719	C01 CAR WASH	01/07/2019	11.00
	010719	C16 CAR WASH	01/07/2019	9.00
	010719	Utilities - Verizon	01/07/2019	139.61
	010719	Utilities - Verizon	01/07/2019	49.80
	010719	C11 FUEL	01/07/2019	13.32
	010719	Utilities - Verizon	01/07/2019	49.80
	010719	C11 FUEL - TRAVEL, TRAIN & ED - FTO SCHOOL	01/07/2019	15.36
	010719	C11 UNIFORM	01/07/2019	106.93
	010719	C12 OTHER - DEER MGMT	01/07/2019	15.38
	010719	Food for training	01/07/2019	39.44
	010719	C31 TRAVEL, TRAIN & ED - C11 FTO TRAINING	01/07/2019	7.50
	010719	C05 TRAVEL, TRAIN & ED - MEAL	01/07/2019	25.20
	010719	C19 TRAVEL, TRAIN & ED - MEAL	01/07/2019	15.73
	010719	C18 TRAVEL, TRAIN & ED - MEAL	01/07/2019	19.27
	010719	C11 TRAVEL, TRAIN & ED - FTO SCHOOL	01/07/2019	7.78
	010719	C11 TRAVEL, TRAIN & ED - FTO SCHOOL	01/07/2019	5.17
	010719	C11 TRAVEL, TRAIN & ED - FTO SCHOOL	01/07/2019	5.87
	010719	C11 TRAVEL, TRAIN & ED - FTO SCHOOL	01/07/2019	11.67
	010719	C11 TRAVEL, TRAIN & ED - FTO SCHOOL	01/07/2019	5.17
	010719	C09 TRAVEL, TRAIN & ED *RECEIPT SENT IN WITH TIMESHEET PER POLICY*	01/07/2019	23.90
	010719	C05 TRAVEL, TRAINING & ED *RECEIPT SENT IN WITH TIMESHEET PER POLICY*	01/07/2019	18.28
	010719	C12 CAR WASH	01/07/2019	9.00
	010719	C08 CAR WASH	01/07/2019	9.00
	010719	C19 CAR WASH	01/07/2019	9.00
	010719	C06 CAR WASH	01/07/2019	9.00
	010719	C23 CAR WASH	01/07/2019	9.00
	010719	C21 CAR WASH	01/07/2019	9.00
	010719	C07 CAR WASH	01/07/2019	9.00
	010719	C07 CAR WASH	01/07/2019	9.00
	010719	Utilities - Verizon	01/07/2019	708.16
	010719	C31 \$250 MTG SUPPLIES; \$140.37 BREAKROOM SUPPLIES	01/07/2019	140.37
	010719	C31 MED & LAB SUPPLIES	01/07/2019	217.89
	010719	C31 \$250 MTG SUPPLIES; \$140.37 BREAKROOM SUPPLIES	01/07/2019	250.00
	010719	C31 MEETING SUPPLIES - COMM ENGAGEMENT	01/07/2019	30.00
	010719	C31 OFFICE SUPPLIES	01/07/2019	212.80
	010719	Postage, Send police radios and radars to Salt Lake	01/07/2019	168.47
	010719	C09 POSTAGE	01/07/2019	7.60
	010719	C07 FUEL	01/07/2019	45.99
	010719	C05 UNIFORM	01/07/2019	6.83
	010719	C22 UNIFORM	01/07/2019	76.99
	010719	C09 UNIFORM	01/07/2019	39.89-
	010719	C23 OTHER - DEER MGMT	01/07/2019	22.32
	010719	C23 OTHER - DEER MGMT	01/07/2019	84.66
	010719	C11 OTHER - DEER MGMT	01/07/2019	38.45
	010719	OTHER - DEER MGMT	01/07/2019	71.42
	010719	C25 TRAVEL, TRAIN & ED - MEAL	01/07/2019	21.91
	010719	C25 CAR WASH	01/07/2019	9.00
	010719	Utilities - Verizon	01/07/2019	170.20
	010719	C31 OFFICE SUPPLIES	01/07/2019	9.32
	010719	Freight	01/07/2019	10.14
	010719	C03 POSTAGE	01/07/2019	11.34
	010719	C03 POSTAGE	01/07/2019	10.14
	010719	C03 POSTAGE	01/07/2019	20.28
	010719	C03 POSTAGE	01/07/2019	10.51
	010719	C14 POSTAGE	01/07/2019	10.14
	010719	C14 POSTAGE	01/07/2019	10.14

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	010719	C03 UNIFORM	01/07/2019	97.71
	010719	Utilities - Verizon	01/07/2019	38.84
Total Police:				4,749.81
	010719	Employee Appreciation Event	01/07/2019	31.00
	010719	Years of Service and supplies	01/07/2019	5.36
	010719	advertising, minutes, public notices, ordinances, rec center misc ads	01/07/2019	71.00
	010719	Utilities - Verizon	01/07/2019	49.80
	010719	mouse	01/07/2019	24.99
	010719	Utilities - Verizon	01/07/2019	40.01
	010719	Ink jet for printer	01/07/2019	348.74
	010719	Pens, dispenser & book ends	01/07/2019	70.69
	010719	Postage	01/07/2019	16.95
	010719	Utilities - Verizon	01/07/2019	179.62
	010719	Fuel	01/07/2019	10.01
	010719	Code Books	01/07/2019	43.50
	010719	Employee Appreciation Event	01/07/2019	55.80
	010719	Years of Service and supplies	01/07/2019	9.65
	010719	Years of service engraving	01/07/2019	15.00
	010719	Random testing	01/07/2019	40.50
	010719	Alarm service	01/07/2019	54.74
	010719	Utilities - TCT	01/07/2019	93.89
	010719	B32 body clips	01/07/2019	8.68
	010719	Ho2 loader tire repair	01/07/2019	142.90
	010719	shop supplies and parts	01/07/2019	50.34
	010719	remounting backhoe tires	01/07/2019	45.00
	010719	Tire slick	01/07/2019	7.06
	010719	shop supplies and parts	01/07/2019	86.04
	010719	Years of Service and supplies	01/07/2019	5.42
	010719	Barrel return	01/07/2019	385.00-
	010719	Charge wrong card	01/07/2019	142.45-
	010719	Charge wrong card	01/07/2019	142.45
	010719	Impact wrench	01/07/2019	349.99
	010719	office supplies	01/07/2019	19.99
	010719	Utilities - Verizon	01/07/2019	166.34
	010719	Saw blade	01/07/2019	99.00
	010719	Hose and poly pipe	01/07/2019	20.60
	010719	Caulk and cutting wheel	01/07/2019	11.78
	010719	Breakaway posts for signs	01/07/2019	1,805.00
Total Public Works:				3,594.39
	010719	Employee Appreciation Event	01/07/2019	80.60
	010719	Years of Service and supplies	01/07/2019	13.93
	010719	Years of service engraving	01/07/2019	15.00
	010719	light bulbs	01/07/2019	12.50
	010719	rec center lights	01/07/2019	110.52
	010719	rec center lights	01/07/2019	188.26
	010719	Electrical upgrade-fitness equipment/LED the lights-Rec Center /LED lights-Draw Street	01/07/2019	13,000.00
	010719	Cleaning service - bath towels, mats & rags	01/07/2019	68.19
	010719	Utilities - TCT	01/07/2019	262.76
	010719	janitorial supplies, rec center	01/07/2019	88.68
	010719	custodial supplies for rec center and city hall	01/07/2019	14.99
	010719	janitorial supplies	01/07/2019	117.12
	010719	Rotary fees	01/07/2019	35.00
	010719	Dues	01/07/2019	60.50

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	010719	Rec brochure	01/07/2019	137.62
	010719	Utilities - Verizon	01/07/2019	127.22
	010719	office supplies	01/07/2019	13.59
	010719	office supplies	01/07/2019	149.48
	010719	advertising, minutes, public notices, ordinances, rec center misc ads	01/07/2019	77.91
	010719	Random testing	01/07/2019	4.50
	010719	Rec brochure	01/07/2019	481.67
	010719	ASAP meeting	01/07/2019	34.77
	010719	ASAP supplies	01/07/2019	74.25
	010719	ASAP supplies	01/07/2019	24.89
	010719	FRAC grant and ASAP	01/07/2019	1.99
	010719	tiny tots	01/07/2019	20.13
	010719	ASAP, athletics and Sr. Brunch supplies	01/07/2019	7.96
	010719	FRAC Grant	01/07/2019	368.97
	010719	FRAC grant and ASAP	01/07/2019	18.95
	010719	advertising, minutes, public notices, ordinances, rec center misc ads	01/07/2019	271.35
	010719	Rec brochure	01/07/2019	481.67
	010719	advertising - radio - agenda, rec programs	01/07/2019	269.00
	010719	1st aid front desk	01/07/2019	5.04
	010719	spotify	01/07/2019	9.99
	010719	advertising, minutes, public notices, ordinances, rec center misc ads	01/07/2019	12.50
	010719	Rec brochure	01/07/2019	68.81
	010719	ASAP, athletics and Sr. Brunch supplies	01/07/2019	225.67
	010719	equipment repair	01/07/2019	109.38
	010719	equipment repair	01/07/2019	50.89
	010719	fitness equipment repair	01/07/2019	10.69
	010719	fitness equipment repair	01/07/2019	14.82
	010719	advertising - radio - agenda, rec programs	01/07/2019	130.00
	010719	advertising, minutes, public notices, ordinances, rec center misc ads	01/07/2019	282.14
	010719	Rec brochure	01/07/2019	206.43
	010719	washer and dryer for rec center	01/07/2019	1,273.95
	010719	Employee Appreciation Event	01/07/2019	24.80
	010719	Years of Service and supplies	01/07/2019	4.29
	010719	Years of service engraving	01/07/2019	30.00
	010719	advertising - positions pd/rec	01/07/2019	40.00
	010719	Cleaning service - bath towels, mats & rags	01/07/2019	68.19
	010719	Utilities - TCT	01/07/2019	225.97
	010719	Rotary fees	01/07/2019	35.00
	010719	Dues	01/07/2019	60.50
	010719	Chlorine monitor calibration	01/07/2019	82.50
	010719	pool chemicals to clean with	01/07/2019	1,385.75
	010719	pump repair for pool	01/07/2019	86.70
	010719	Rec brochure	01/07/2019	117.96
	010719	measuring wheel and hose nozzles	01/07/2019	92.97
	010719	Pool chemicals	01/07/2019	868.38
	010719	No school day activities	01/07/2019	117.65
	010719	no school activities	01/07/2019	75.23
	010719	no school day activities	01/07/2019	22.00
	010719	no school day activities	01/07/2019	13.76
	010719	no school day activities	01/07/2019	24.75
	010719	no school day activities	01/07/2019	608.11
	010719	pool programs	01/07/2019	17.90
	010719	pool programs	01/07/2019	282.84
	010719	Pool programs-balloons	01/07/2019	30.00
	010719	pool programs-balloons	01/07/2019	60.00
	010719	repairs to equipment	01/07/2019	324.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	010719	Rec brochure	01/07/2019	117.96
	010719	advertising, minutes, public notices, ordinances, rec center misc ads	01/07/2019	12.50
	010719	advertising, minutes, public notices, ordinances, rec center misc ads	01/07/2019	6.25
	010719	Utilities - TCT	01/07/2019	36.79
	010719	inventory-goggles	01/07/2019	280.32
	010719	inventory-goggles	01/07/2019	233.82
	010719	inventory-goggles	01/07/2019	12.99
	010719	Rec brochure	01/07/2019	70.77
	010719	Rec brochure	01/07/2019	141.55
	010719	ASAP, athletics and Sr. Brunch supplies	01/07/2019	3.44
	010719	lacrosse equipment	01/07/2019	67.79
	010719	Rec brochure	01/07/2019	141.56
	010719	youth basketball championship rings	01/07/2019	151.36
Total Recreation Center:				25,010.63
	010719	Employee Appreciation Event	01/07/2019	49.60
	010719	Years of Service and supplies	01/07/2019	8.57
	010719	Years of service engraving	01/07/2019	30.00
	010719	Random testing	01/07/2019	40.50
	010719	Utilities - TCT	01/07/2019	86.27
	010719	C01 speed sensor	01/07/2019	272.79
	010719	C02 radiator	01/07/2019	878.00
	010719	C06 filter	01/07/2019	32.87
	010719	C07 roller bushing	01/07/2019	81.84
	010719	grase, grease guns, cleaner	01/07/2019	74.71
	010719	shop supplies and parts	01/07/2019	153.99
	010719	Repair freightliner	01/07/2019	10,404.94
	010719	blackboard software	01/07/2019	3,267.19
	010719	Utilities - Verizon	01/07/2019	16.43
	010719	lunch for truck retrieval Casper	01/07/2019	39.74
	010719	Utilities - Verizon	01/07/2019	39.84
	010719	Fuel-truck retrieval from Casper	01/07/2019	100.00
	010719	Fuel-truck retrieval from Casper	01/07/2019	95.09
	010719	Fuel - truck retrieval Casper	01/07/2019	28.00
	010719	propane	01/07/2019	1.26
	010719	propane	01/07/2019	1.24
	010719	propane	01/07/2019	1.11
	010719	propane	01/07/2019	.85
	010719	propane	01/07/2019	1.24
	010719	DEF pump	01/07/2019	68.72
	010719	Pump for DEF fluid	01/07/2019	142.45
	010719	shovels	01/07/2019	55.98
	010719	Utilities - Verizon	01/07/2019	9.96
	010719	propane	01/07/2019	23.85
	010719	propane	01/07/2019	23.56
	010719	propane	01/07/2019	21.21
	010719	propane	01/07/2019	16.20
	010719	propane	01/07/2019	23.56
	010719	Boots for Steppe	01/07/2019	180.00
	010719	Employee Appreciation Event	01/07/2019	31.00
	010719	Years of Service and supplies	01/07/2019	5.36
	010719	Random testing	01/07/2019	22.50
	010719	Alarm service	01/07/2019	27.38
	010719	Utilities - TCT	01/07/2019	93.89
	010719	B38 Tires	01/07/2019	629.60
	010719	G05 WHEEL	01/07/2019	420.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	010719	blackboard software	01/07/2019	2,890.21
	010719	Utilities - Verizon	01/07/2019	36.44
	010719	office supplies	01/07/2019	19.99
	010719	Exam Prep	01/07/2019	99.00
	010719	Perkins classes	01/07/2019	30.00
	010719	Perkins classes	01/07/2019	25.00
	010719	Perkins classes	01/07/2019	30.00
	010719	Years of Service and supplies	01/07/2019	11.88
	010719	brass plug	01/07/2019	4.61
	010719	galvanized nipples	01/07/2019	6.92
	010719	mini ex rental	01/07/2019	111.60
	010719	excavator rental	01/07/2019	337.50
	010719	Utilities - Verizon	01/07/2019	38.27
	010719	water sample shipping	01/07/2019	54.94
	010719	Utilities - Verizon	01/07/2019	12.76
	010719	oil for tool handles	01/07/2019	19.27
	010719	flashlight	01/07/2019	9.00
	010719	Employee Appreciation Event	01/07/2019	18.60
	010719	Years of Service and supplies	01/07/2019	3.22
	010719	Years of service engraving	01/07/2019	50.00
	010719	Random testing	01/07/2019	13.50
	010719	Alarm service	01/07/2019	27.38
	010719	Utilities - TCT	01/07/2019	96.73
	010719	blackboard software	01/07/2019	2,764.54
	010719	Utilities - Verizon	01/07/2019	36.94
	010719	office supplies	01/07/2019	20.01
	010719	Utilities - Verizon	01/07/2019	38.26
	010719	Utilities - Verizon	01/07/2019	38.26
	010719	pvc parts for tool fab	01/07/2019	9.93
	010719	trash hook	01/07/2019	16.99
	010719	paper towels for lab	01/07/2019	14.97
	010719	UV Bulbs	01/07/2019	16.78
	010719	distilled water for Lab	01/07/2019	75.20
	010719	Boots	01/07/2019	143.99
	010719	Waste Water Treatment Phase II	01/07/2019	250.00
	010719	Employee Appreciation Event	01/07/2019	62.00
	010719	Years of Service and supplies	01/07/2019	10.72
	010719	Years of service engraving	01/07/2019	92.50
	010719	Random testing	01/07/2019	36.00
	010719	Microsoft software	01/07/2019	229.99
	010719	printer	01/07/2019	329.99
	010719	Utilities - TCT	01/07/2019	87.77
	010719	Utilities - Verizon	01/07/2019	41.36
	010719	Eqpt Maintenance	01/07/2019	17.84
	010719	blackboard software	01/07/2019	3,644.17
	010719	planner	01/07/2019	35.66
	010719	URD Tagging Supplies	01/07/2019	21.98
	010719	ROW Clearing - Fence Repair material	01/07/2019	84.00
	010719	Freight - Rubber Glove Testing	01/07/2019	230.73
	010719	Utilities - Verizon	01/07/2019	154.41
	010719	Shop kitchen supplies	01/07/2019	28.06
	010719	Flag Pole Hardware	01/07/2019	92.98
	010719	Propane, hoseclamps, Cable ties	01/07/2019	40.90
	010719	Truck Supplies	01/07/2019	60.64
	010719	Welding Supplies	01/07/2019	65.44
	010719	Utility Markers	01/07/2019	280.55
	010719	Utilities - Verizon	01/07/2019	154.41

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total Utilities:				30,676.08
Total U S BANK PURCHASE CARD (129981):				76,664.44
<b>U S POST OFFICE (10050)</b>				
	010119	PO BOX RENTAL	01/01/2019	286.00
Total :				286.00
Total U S POST OFFICE (10050):				286.00
<b>UNUM LIFE INSURANCE - LIFE (127935)</b>				
	123118	PREMIUM	12/28/2018	1,722.59
Total :				1,722.59
Total UNUM LIFE INSURANCE - LIFE (127935):				1,722.59
<b>WALLING JR, JAMES (131520)</b>				
	010319	RESTITUTION FROM JORDAN PHILLIPS MC-1801-010	01/03/2019	100.00
Total :				100.00
Total WALLING JR, JAMES (131520):				100.00
<b>WEISS, BRIAN (131716)</b>				
	010319	RESTITUTION FROM LEVI NIELSEN MC-1808.006	01/03/2019	50.00
Total :				50.00
Total WEISS, BRIAN (131716):				50.00
<b>WESCO RECEIVABLES CORP (10480)</b>				
	266280	FREIGHT FOR STREET LIGHTS	12/31/2018	145.20
Total :				145.20
Total WESCO RECEIVABLES CORP (10480):				145.20
<b>WESTERN UNITED ELECTRIC SUPPLY (10605)</b>				
	4127104	Switch GOAB Horizontal Hook Operated	12/14/2018	4,655.11
	4127104	FREIGHT	12/14/2018	119.16
Total :				4,774.27
Total WESTERN UNITED ELECTRIC SUPPLY (10605):				4,774.27
<b>WYOMING DEPARTMENT OF WORKFORCE SERVICES (10670)</b>				
WORKERS COMPENSATION DIV	123118	CONTRIBUTIONS	12/28/2018	14,701.57
WORKERS COMPENSATION DIV	123118	VOLUNTEERS PD	12/28/2018	20.14
WORKERS COMPENSATION DIV	123118	VOLUNTEERS	12/28/2018	10.07
Total :				14,731.78
Total WYOMING DEPARTMENT OF WORKFORCE SERVICES (10670):				14,731.78

Secondary Name	Invoice	Description	Invoice Date	Total Cost
<b>WYOMING MUNICIPAL POWER AGENCY (10920)</b>				
	012519	POWER PURCHASE - DEC 2018	01/01/2019	754,915.26
	012519	POWER PURCHASE - DEC 2018	01/01/2019	39,732.38
Total :				794,647.64
Total WYOMING MUNICIPAL POWER AGENCY (10920):				794,647.64
<b>WYOMING RETIREMENT SYSTEM (10950)</b>				
	167679	CONTRIBUTIONS -	12/28/2018	17,116.37
	167680	CONTRIBUTIONS -	12/28/2018	35,656.06
	167681	CONTRIBUTIONS -	12/28/2018	22,319.39
Total :				75,091.82
Total WYOMING RETIREMENT SYSTEM (10950):				75,091.82
<b>YELLOWSTONE REGIONAL AIRPORT (11150)</b>				
	10119	AIRPORT FUNDING - JAN 2019	01/01/2019	14,530.42
Total :				14,530.42
Total YELLOWSTONE REGIONAL AIRPORT (11150):				14,530.42
<b>YOUNG, JEREMY (131537)</b>				
	010319	RESTITUTION FROM CRYSTAL SNYDER MC-1809-025	01/03/2019	50.00
Total :				50.00
Total YOUNG, JEREMY (131537):				50.00
Grand Totals:				1,251,002.94

Payroll 12/26/18 235,640.23  
Payroll 01/09/19 252,571.59

Report GL Period Summary

GL Period	Amount
01/19	1,251,002.94
Grand Totals:	1,251,002.94

1,739,214.76

Vendor number hash: 5890442  
Vendor number hash - split: 59492269  
Total number of invoices: 62  
Total number of transactions: 494

Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Open Terms	1,251,002.94	.00	1,251,002.94
Grand Totals:	1,251,002.94	.00	1,251,002.94

MEETING DATE:	JANUARY 15, 2019
DEPARTMENT:	COMMUNITY DEVELOPMENT
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____
PRESENTED BY:	TODD STOWELL

## **AGENDA ITEM SUMMARY REPORT**

### **The Preliminary Plat of the Cougar West Subdivision**

#### **ACTIONS TO BE TAKEN**

Approve the preliminary plat of the Cougar West Subdivision, with the associated variances and conditions of approval.

#### **SUMMARY**

Jerry Thiel and Sons Construction and Kip B. Thiel Construction have submitted a preliminary plat application for a 12-lot subdivision. The property is a 2.23-acre property located between Cougar Avenue and West Avenue, about 150 feet east of North Street. The preliminary plat drawing and utility plan are attached. A detailed analysis is found in the attached report to the Planning & Zoning Board.

One issue that was discussed in the Planning and Zoning meeting relates to the maintenance of the storm water facilities (a cobble lined swale in this case). The City has generally required maintenance of storm water facilities serving only small subdivisions to be maintained by the lot owners. A maintenance agreement or homeowner's association has been the mechanism used to ensure that maintenance occurs. For this subdivision, the applicant has requested that maintenance of the storm water swale be the City's responsibility at the cost of the lot owners, and that the city collect assessments from the lot owners for the cost thereof through a regular billing process (add to city utility bill or property tax assessment). If Council desires staff to look into the feasibility of the idea, we are willing to do so. However, as that process does not exist at present, the recommended conditions of this subdivision follow the historical method of requiring maintenance directly by the lot owners.



#### **RECOMMENDATION:**

The Planning and Zoning Board has recommended that the City Council:

#### I. Grant subdivision variances as follows:

1. Variance to permit construction of the interior street as proposed, with the exception that curbing be constructed along the west side of the street (with curb cuts at regular intervals for storm water).
2. No alleys are required.

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

3. West Avenue improvements are delayed to the time a road improvement district is formed. Include the improvement district language of 11-4-2(Q) on the final plat in the owner's dedication and waiver of claims statement—applicable to Lots 10, 11, and 12.

(The variance request for Lot 10 frontage is denied. Lot 10 will need to be reconfigured to provide a minimum of 30 feet of frontage on the cul-de-sac.)

II. Approve the Preliminary Plat subject to the following conditions:

1. Provide an updated preliminary plat with the following changes:
  - a. Reduce the cul-de-sac right-of-way to 100' in diameter.
  - b. Provide Lot 10 with a minimum of 30 feet of frontage on the cul-de-sac right-of-way.
  - c. Expand the 10-foot utility easement on the south side of Lots 9 and 10 to 20 feet to capture the existing overhead power line and align with the easement to the east. Label it as a utility and irrigation easement.
  - d. Dedicate an additional 10 feet of right-of-way for West Avenue (move lot line).
  - e. Show the improvements in the Cougar Avenue right-of-way (sidewalk, ADA ramps, curb radii, asphalt, street sign, removal of curb cut and replacement with standard curb, etc.)
  - f. Correct any errors (e.g. sizes and dimensions of Lots 10, 11 and 12 due to R/W dedication; update city utility phone numbers)
2. Cash in lieu of public use areas shall be provided. Final calculations will be made at time of final plat submittal and payment due prior to the mayor signing the final plat (2018 value= \$8,408.00).
3. Provide irrigation easements as required by Cody Canal Irrigation District. Piping of the existing ditch/canal is the developer's responsibility and shall be to Cody Canal Irrigation District standards—coordinate costs and installation responsibilities with Cody Canal.
4. A maintenance agreement and/or homeowner's association shall be established for maintenance of the storm water swale and any associated improvements. Submit the proposed agreement with the final plat. Also include an explanatory note referencing such on the final plat.
5. The storm water basin shall be lined with decorative rock/cobble or grass.
6. Provide dust control during subdivision development as needed to prevent dust impacts to neighboring properties.
7. All structures not meeting setback requirements, with the exception of the existing house, must be removed prior to the final plat being recorded. All utilities serving the existing house from West Avenue must be provided with an easement or relocated into the 20-foot wide connection prior to the final plat being recorded (natural gas, other?).
8. Provide a final drainage report with the construction documents.
9. The final plat application and construction documents shall otherwise comply with the City subdivision ordinance.

**ATTACHMENTS:**

Planning & Zoning Board Staff Report, with Preliminary Plat and Utility Plan.  
(Drainage report available upon request.)

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

**CITY OF CODY  
PLANNING, ZONING AND ADJUSTMENT BOARD  
STAFF REPORT**

<b>MEETING DATE:</b>	JANUARY 8, 2019	<b>TYPE OF ACTION NEEDED</b>	
<b>AGENDA ITEM:</b>		P&Z BOARD APPROVAL:	
<b>SUBJECT:</b>	PRELIMINARY PLAT OF COUGAR WEST SUBDIVISION— A 12-LOT SUBDIVISION. SUB 2018-04	RECOMMENDATION TO COUNCIL:	X
<b>PREPARED BY:</b>	TODD STOWELL, CITY PLANNER	DISCUSSION ONLY:	

**PROJECT OVERVIEW**

Jerry Thiel and Sons Construction and Kip B. Thiel Construction have submitted a preliminary plat application for a 12-lot subdivision on a 2.23-acre property located between Cougar Avenue and West Avenue, about 150 feet east of North Street. The property is mostly within the residential R-3 zoning district, except the south 100 feet is zoned R-2. Eleven of the lots would be vacant and developed with single-family homes. One lot (Lot 10) would contain an existing single-family home. The preliminary plat drawing and utility plan are attached.



Upper photos Cougar Avenue, Lower photos West Ave.



### **SUBDIVISION REGULATIONS**

The subdivision ordinance requirements are as follows. Staff comments follow each requirement. When a variance from the standard is involved, it is noted.

#### 11-4-2: STREETS, ALLEYS AND EASEMENTS:

*A. Alignment: All proposed streets, alleys and easements shall align horizontally and vertically with existing streets, alleys and easements adjacent to or lying near the subdivision.*

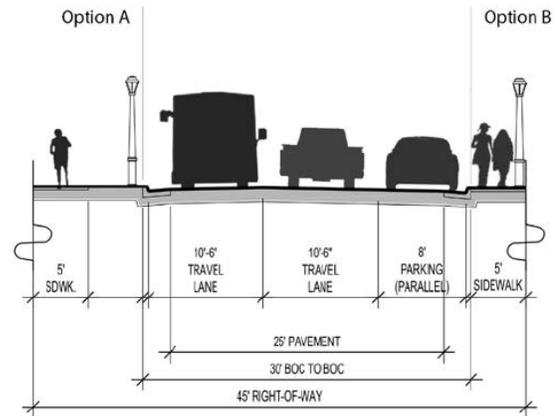
Comment: The proposed street is an internal, dead-end configuration, which does not violate the alignment standards.

*B. Conform to Master Street Plan: All streets shall conform to the city master street plan for size and approximate alignment.*

Comment: The master plan does not identify any future major streets running through this property that would need to be accommodated. The proposed cul-de-sac street is proposed to be constructed as a "minimal" street, with two narrower-than-normal travel lanes (10.5' instead of 12'), and parking on one side, as outlined in the master plan (diagram to right).

The street design is intended to ensure slow speeds in residential areas serving a limited number of dwellings. The applicant proposes three modifications to

the street standard, which are to: slope the street all towards one side, use a "zero height curb" or ribbon curb on the lower side, and provide sidewalk only on one side (along the lot frontages). The slope and curb modifications would allow runoff to drain directly into the storm water swale proposed on the west side of the street. It is a cost saving measure, as it eliminates the need for storm water inlets and piping under the street. The elimination of sidewalk on the west side of the street seems reasonable, as there are no lots or other uses that would generate pedestrian traffic on that side of the street. (The sections of sidewalk that would be next to Cougar Avenue and west of the interior street will still need to be constructed.)



*Minimal*

Staff is open to the modifications with the extent of the ribbon curb. The use of a standard curb with curb cuts at regular intervals is preferred, as it would better define the west edge of the road for drivers traveling the road or backing out of the lots—so they don't back too far and end up stuck in the drainage swale. Also, it is noted that the "bulb" area likely won't be able to be sloped all in one direction (see 'G' below).

Cougar Avenue along the property is already constructed to its full width with curb, gutter and streetlights. Sidewalk is missing along this property frontage, but is proposed to be constructed (shown on drainage plan). The Cougar Avenue sidewalk improvements will need to include removal of the existing curb cut near the middle of the frontage. West Avenue is not constructed to current city standards, but has a 20-foot wide paved surface only (no curb, gutter, sidewalk, or streetlights).

*C. Jogs Prohibited: Street jogs shall be prohibited unless, because of very unusual conditions, the commission and council determine that the offset is justified.*

Comment: There are no internal street jogs.

*D. Topography: Streets shall have a logical relationship to the topography.*

Comment: The street design adequately considers the topography of the site.

*E. Intersections: Intersections shall be at or near right angles whenever possible.*

Comment: Met.

*F. Local Streets: Local streets will be designed to discourage through traffic.*

Comment: Met. The proposed street is a dead-end cul-de-sac. The cul-de-sac design eliminates the potential for cut-through traffic from West Avenue to Cougar Avenue—causing them to use the established route (North Street). A “No Outlet” or “Dead End” sign will need to be installed to alert drivers that it is not a through street.

*G. Cul-De-Sacs: Cul-de-sacs shall be permitted, providing they are no longer than five hundred feet (500'), including the area at the end of said cul-de-sac; and further providing, that the property line to property line diameter of the cul-de-sac be at least one hundred feet (100'). Design specifications for curb, gutter, sidewalk and distance from property line to sidewalk shall be in accordance with the typical section of a "residential street", as defined by the master street plan. Surface drainage shall be towards the intersecting streets whenever possible, but may be out of the cul-de-sac through a drainage easement as a last alternative.*

Comment: The limitation on length is met. The proposed cul-de-sac is about 350 feet long. A 106' diameter right-of-way is provided for the cul-de-sac bulb, when the standard is only 100'. Staff (P.W., Planning, and Fire Marshal) has determined that the 100' dimension is adequate—note additional area available due to utility easement. This will allow lot sizes around the bulb to increase slightly from what is shown.

The requirement that drainage be towards the intersecting street (Cougar Avenue), cannot be fully determined from the conceptual plans. As drawn, the street and drainage swale are flat (north to south), and there is not sufficient elevation data to know if overflow would occur to the north, south or west. Provided the concept that drainage would overflow to the north (Cougar Avenue) is agreed to, engineering details can be worked out with the construction plans that will be submitted with the final plat.

If it is not able to flow out to Cougar Avenue, the plans can be reviewed by the Board with the final plat. (It is noted that Jeremy Court to the east flows to the south.)

Regarding the cul-de-sac bulb itself, it will likely need to be crowned with the high point in the middle with the gutter sloped a minimum of 0.3 percent (per 'K' below), in order for the elevations at its perimeter to be close to those indicated on the drainage plan. Minimum cross slope is 2.0%, meaning about a two-foot elevation difference if it is sloped all one direction.

The preliminary plat does not show the connection of the interior street with Cougar Avenue, and associated improvements. There is about 20 feet between the Cougar Avenue curb and the property line. Standard curb radii, ADA ramps, and sidewalk will need to be installed by the developer in this area. Include removal of the existing curb cut. The improvements need to be shown on an updated preliminary plat drawing and the construction plans.

*H. Dead End Streets, Alleys: Dead end streets and alleys (with the exception of cul-de-sacs) shall be prohibited, unless they are designed to connect with future streets or alleys on adjacent lands that have not been platted. If a dead end street or alley is allowed, for the above reasons, a temporary turnaround shall be constructed for public use until the street or alley is extended.*

Comment: Cul-de-sacs are the exception.

*I. Half Streets: Half streets will be prohibited...*

Comment: Not applicable.

*J. Reverse Curves: Reverse curves on arterial and collector streets ...*

Comment: Not applicable.

*K. Widths and Grades: Street, alley and easement/right of way widths and grades shall be as follows:*

	<i>Minimum Right Of Way Width</i>	<i>Minimum Grade</i>	<i>Maximum Grade</i>
<i>Residential street</i>	<i>60 feet</i>	<i>0.3 percent</i>	<i>7.0 percent</i>

Comment: The subdivision ordinance has not been updated to reflect the street profiles of the master plan, so a variance is requested to the right-of-way width. The proposal would provide a 55-foot wide right-of-way, plus a 10-foot utility easement on the east side of the interior street.

Grade requirements will be reviewed with the construction plans, as noted in 'G' above. It appears that a 0.0% grade (in direction of travel) is contemplated, with a cross slope to address drainage. Minimum cross slope is 2%.

Cougar Avenue right-of-way meets the applicable standard (80').

West Avenue right-of-way is substandard, in that total width is only 30 feet. Dedication of an additional 10 feet on each side would eventually provide a 50-foot wide right-of-way, which could accommodate road widening and other improvements such as sidewalk. This is less than the 60-foot width specified in the table, but adequate for the extent of the contemplated eventual street profile. The preliminary plat partially reflects the additional right-of-way, but not fully in the lot sizes and property dimensions. Lots 11 and 12 will still meet the 5,500 square foot minimum after the 10-foot right of way is provided.

*L. Vertical Curve Length: The minimum length of vertical curves shall be as follows...*

Comment: Not applicable.

*M. Visibility: Clear visibility, measured along the centerline of the street shall be as follows...*

Comment: Met—no curves.

*N. Curvature Radius: The minimum radius of curvature on the centerline of a street shall be as follows...*

Comment: Met—no curves.

*O. Streets with Interior Angles: ...*

Comment: Not applicable.

*P. Alleys: Alleys shall be required in all subdivisions with the minimum width being twenty feet (20'), unless extreme conditions preclude the feasibility of alleys... Alleys shall be constructed with a minimum of six inches (6") of crushed aggregate base course for the finished surface. The specification for the gradation of the crushed aggregate base course may be obtained from the city engineer.*

Comment: The applicant requests a variance to the alley requirement. It is noted that alleys are not needed in this case for garbage collection or utilities. Garbage will be with roll outs. The applicant is concerned that the alley would turn into a cut-through route between West Avenue and Cougar Avenue.

*Q. Curb, Gutter, Sidewalk, Paved Streets: Curb, gutter, sidewalk and paved streets shall be required in all proposed subdivisions unless waived in accordance with criteria set out in subsection 11-5-2B of this title by the planning, zoning and adjustment board, and the city council. All waivers of curb, gutter and sidewalks shall require acknowledgment by the developer on the final plat that future improvement districts for*

*the development of curb, gutter and sidewalks shall be supported by future owners of the lots and be so noted on the final plat. The developer shall be responsible for demonstrating to the city that the grades and location of the proposed improvements shall be compatible with all future development in the area.*

Comment: The proposed street has curb, gutter, sidewalk on one side, and would be paved. Sidewalk along the Cougar Avenue frontage is proposed to be installed, which will provide complete frontage improvements for Cougar Avenue. West Avenue is proposed to remain without sidewalk, which would require the waiver noted. The agreement to participate in a future improvement district for West Avenue would be applicable to Lots 10, 11 and 12.

*R. Street Cross Section: The minimum typical street cross section for each type of street shall be as shown on the master street plan. Details of the city standards for typical paving, curb, gutter, sidewalk, alley aprons and valley gutter sections may be obtained from the city engineer.*

Comment: See discussion under 'B' above regarding the proposed modifications to the "minimal" street cross section.

*S. Valley Gutters: The use of valley gutters in areas where storm sewer facilities exist or are proposed will be discouraged.*

Comment: No valley gutter (e.g. concrete gutter that crosses the street) is indicated; however, the connection to Cougar Avenue is not detailed and a valley gutter will likely be needed there. As it is at a stopping location, it does not cause the same issues as one located mid-block across a street, so it is not of much concern. No city stormwater system is available in the immediate area.

*T. Drainage: The area to be subdivided shall be designed to provide proper and sufficient drainage. Runoff and storm sewer systems shall be designed to adequately drain the subdivision and adjacent area that will drain into the subdivision. All stormwater systems shall be designed to achieve zero increase in runoff and shall be in compliance with the city stormwater management policy, as amended. They shall be designed and constructed to allow runoff and stormwater to flow by gravity from the subdivision to an adequate outlet. When an existing storm sewer trunk line is available, the proposed system shall be designed to connect to it. When an existing storm sewer trunk line is not available, a drainage plan must be developed that is acceptable to the city.*

Comment: The preliminary plat shows the concept of the drainage plan, and a drainage report calculating needed retention is provided. The engineering details are yet to be fully completed, but are not required until final plat review. The concept is to capture runoff from the interior street and the front half of the lots through sheet flow to the infiltration swale. Estimated depth of the swale is about 2 ½ feet.

The method of lining the storm water swale is not identified in the application. The retention basin should be lined with either decorative rock or grass. If grass or other vegetation will be in the storm water basin, a water service will be needed for irrigation.

Historically, the city typically requires drainage facilities that serve only the subdivision to be maintained by the lot owners. What is less consistent is whether open drainage swales are located in the right-of-way, a common area tract, or a tract transferred to the City. In this case, it likely makes sense for the drainage swale to be in the right-of-way, as proposed. This eliminates a concern of the developer about liability insurance for facilities located on common area.

The maintenance of the drainage basin, and any associated improvements, needs to be the responsibility of the homeowners. A maintenance agreement or homeowner's association outlining the maintenance responsibility will be needed. The agreement will need to include a provision that the City can enforce the agreement. (The application refers to collection of an annual assessment with property taxes—that is not an option. The collection method will need to be outlined in the agreement.)

*U. Lot Requirements: All lots within a proposed subdivision will meet the following requirements:*

*1. Lots shall be sized to meet the requirements of the appropriate zoning.*

Comment: All lots meet minimum size requirements. (5,500 square feet for R-2 area and 3,200 square feet for R-3 area.)

*2. Every lot shall abut upon or have access to an approved street or an approved cul-de-sac.*

Comment: All lots except Lot 10 meet this requirement, and the corresponding frontage requirement of the zoning ordinance. Staff does not support a variance for Lot 10 as it can easily meet the requirement by modifying the lot line between Lot 8 and 10 to provide a minimum of 30 feet of frontage on the cul-de-sac bulb. It is noted that Lot 10 will utilize its existing access to West Avenue through a flag lot configuration, but the requirement will be met and when Lot 10 is eventually redeveloped, it will have the option of utilizing the cul-de-sac for primary access if it has the 30 feet of frontage required.

*3. Side lot lines shall be at approximate right angles to the street line on which the lot faces.*

Comment: Sufficiently met? —Line between Lot 8 and Lot 10 could be closer to perpendicular to right-of-way line.

*4. Strip lots established with the intent of restricting access to streets or alleys will be prohibited.*

Comment: Met.

*V. Blocks: Blocks shall be at least three hundred feet (300') long, normally, not to exceed six hundred sixty feet (660') long. All blocks shall normally be of sufficient width to allow for two (2) tiers of lots of approximately equal width and an alley.*

Comment: N/A

**Section 11-5-1, DEVELOPMENT AND IMPROVEMENT** also includes standards for construction. Most of those items are simply verified in the construction plans and/or as part of the final plat review. Those that warrant discussion at this point are noted below.

*C. Curbs, Gutters and Sidewalks: Curbs, gutters and sidewalks shall be constructed along both sides of any proposed streets...*

Comment: As noted previously, the applicant requests a variance to allow sidewalk on only one side of the street.

*Items 'E' through 'M' can be met and will be reflected in the construction plans. (Includes street name sign and "No outlet" sign, sewer services for each lot, storm water plan, new water main and services, fire hydrants, piping of irrigation ditch, all other utilities reasonably expected such as gas and telecommunications, and street lighting.)*

*N. Public Use Areas: There shall be conveyed to the city an area or areas of land or the cash equivalent thereof, on the basis of one acre per fifty (50) prospective dwelling units, to provide for parks, fire stations, recreational areas and other public uses. ... This open space requirement shall be waived if the proposed subdivision is located in an area that has been previously subdivided and the above requirement was satisfied at that time.*

Comment: The subdivision is not part of a previous land division that provided public use area, so compliance is required at this time. Land conveyance for public use area is not proposed, so the cash equivalent has been calculated. Based on 11 new dwelling units, 0.22 acres would be the land contribution. The cash equivalent has been calculated on the 2018 county assessed land value. The cash equivalent of 0.22 acres of the property using the 2018 land value is \$8,408.00.

### **OTHER:**

1. Irrigation Water: The property appears to have irrigation water rights in the Cody Canal system. The subdivision ordinance requires the developer to either install an irrigation system to utilize those water rights, or transfer the water rights to the City. As has been noted in the past few subdivisions, the City has adequate irrigation water rights for the immediate future and the State engineer's office is beginning to be concerned that the City is stockpiling water rights. As such, they are making it difficult for the City to accept irrigation water rights. As a result, City council has allowed the water rights to be transferred to others. To meet the City requirement, the agreement between the property owner and the party acquiring the water rights needs to be in place at the time of final plat review. The developer should contact Cody Canal to begin the process.

2. Utility Easements: When this area was annexed to the City of Cody, the electrical system was transferred from Rocky Mountain Power to the City. Apparently, the overhead power line that crosses the property did not have an easement, or was not picked up by the title report. To provide access to the power line, the proposed 10-foot utility easement needs to be expanded to 20 feet.

3. Design Considerations:

- a. To prevent infiltration of stormwater into the sewer system, the existing manhole that will be in the swale must have a rim elevation well above the overflow level of the swale. The manhole itself (below the rim) should be water tight against infiltration and the ground surface graded out from the rim level at a 3:1 slope.
- b. Public Works is requesting that the connection of the new water main to the existing main be done with a tee in a 3-valve cluster (may not need the valve on the west leg). (The connection will not be a "hot tap".)

4. Street Name: The street name of Moore Court is not authorized. The applicant is working on a street name that will work.

VARIANCES:

The variances noted are to be reviewed under the following standard of 11-5-2(B):

*If during the approval process of a proposed subdivision it can be shown that strict compliance with the requirements of this title will result in extraordinary hardship to the subdivider due to unusual topography or other similar land conditions, or where the subdivider can show that variances will make a greater contribution to the intent and purpose of this title, the commission and council may, upon written request and proper justification, grant a variance to this title so that substantial justice may be done and the public interest secured; provided, that any such variance will not have the effect of nullifying the intent and purpose of this title.*

Staff would recommend that the Board find that the four variances noted in the section below be found to "*make a greater contribution to the intent and purpose of this title*" than if those improvements were required at this time, subject to the clarifications noted.

**POTENTIAL MOTION:**

Recommend that the City Council approve the Cougar West preliminary plat and the following variances, subject to the listed conditions:

Subdivision Variances:

1. Variance to permit construction of the interior street as proposed, with the exception that curbing be constructed along the west side of the street (with curb cuts at regular intervals for storm water).

2. No alleys are required.
3. West Avenue improvements are delayed to the time a road improvement district is formed. Include the improvement district language of 11-4-2(Q) on the final plat in the owner's dedication and waiver of claims statement—applicable to Lots 10, 11, and 12.

(The variance request for Lot 10 frontage is denied. Lot 10 will need to be reconfigured to provide at minimum of 30 feet of frontage on the cul-de-sac.)

Conditions:

1. Provide an updated preliminary plat with the following changes:
  - a. Reduce the cul-de-sac right-of-way to 100' in diameter.
  - b. Provide Lot 10 with a minimum of 30 feet of frontage on the cul-de-sac right-of-way.
  - c. Expand the 10-foot utility easement on the south side of Lots 9 and 10 to 20 feet to capture the existing overhead power line and align with the easement to the east. Label it as a utility and irrigation easement.
  - d. Dedicate an additional 10 feet of right-of-way for West Avenue (move lot line).
  - e. Show the improvements in the Cougar Avenue right-of-way (sidewalk, ADA ramps, curb radii, asphalt, street sign, removal of curb cut and replacement with standard curb, etc.)
  - f. Correct any errors (e.g. sizes and dimensions of Lots 10, 11 and 12 due to R/W dedication; update city utility phone numbers)
2. Cash in lieu of public use areas shall be provided. Final calculations will be made at time of final plat submittal and payment due prior to the mayor signing the final plat (2018 value= \$8,408.00).
3. Provide irrigation easements as required by Cody Canal Irrigation District. Piping of the existing ditch/canal is the developer's responsibility and shall be to Cody Canal Irrigation District standards—coordinate costs and installation responsibilities with Cody Canal.
4. A maintenance agreement and/or homeowner's association shall be established for maintenance of the storm water swale and any associated improvements. Submit the proposed agreement with the final plat. Also include an explanatory note referencing such on the final plat.
5. The storm water basin shall be lined with decorative rock/cobble or grass.
6. Provide dust control during subdivision development as needed to prevent dust impacts to neighboring properties.
7. All structures not meeting setback requirements, with the exception of the existing house, must be removed prior to the final plat being recorded. All utilities serving the existing house from West Avenue must be provided with an easement or relocated into the 20-foot wide connection prior to the final plat being recorded (natural gas, other?).
8. Provide a final drainage report with the construction documents.

9. The final plat application and construction documents shall otherwise comply with the City subdivision ordinance.

**ATTACHMENTS:**

Application narrative, Preliminary Plat, Utility Plan, Drainage Report (electronic version only).



December 21, 2018

Todd Stowell  
City of Cody  
1338 Rumsey Ave.  
Cody, WY 82414

RE: Preliminary Plat Submittal for Cougar West Subdivision

Dear Todd,

Thank you for all the assistance and guidance so far in the process of laying out and designing a new subdivision within Lot 2 of the existing Fenex Subdivision. This cover letter is intended to provide additional information requested in the Major Subdivision Application checklist and discuss some of the unique aspects of the preliminary plat and utility plan.

### General Background

The location of this subdivision is entirely within lot 2 of the Fenex subdivision, and is bounded on the north by Cougar Ave, and on the south by West Ave. The lot currently contains one single family residence with several small outbuildings and a detached garage. The water, sewer and gas utilities for the existing structure are fed from West Ave. to the south, the house is also accessed by a gravel driveway off West Ave. An existing utility easement runs along the west 20' of the property and contains a City of Cody sewer main. An overhead power line serves the existing house and bisects the lot approximately 100' north of the south property line. The south portion of the lot (approximately 85') is zoned R-2, and the rest of the lot to the north is zoned R-3.

Kip B. Theil Construction is proposing to subdivide this parcel into 12 new lots as laid out in the attached preliminary plat application. The current plan is for construction of single-family homes, similar in size and construction to those constructed on Tri Power Court at the bottom of the 12<sup>th</sup> Street hill. Access to these new lots would be provided by constructing a new cul-de-sac from Cougar Ave. for lots 1-9, maintaining the existing access for lot 10 (which will contain the existing house) and accessing lots 11 and 12 via driveways from West Ave. Based on the size of this development, it is anticipated that a cash in lieu method will be utilized to fulfill the open space requirements of 11-5-1(N).

### Raw Water Requirements

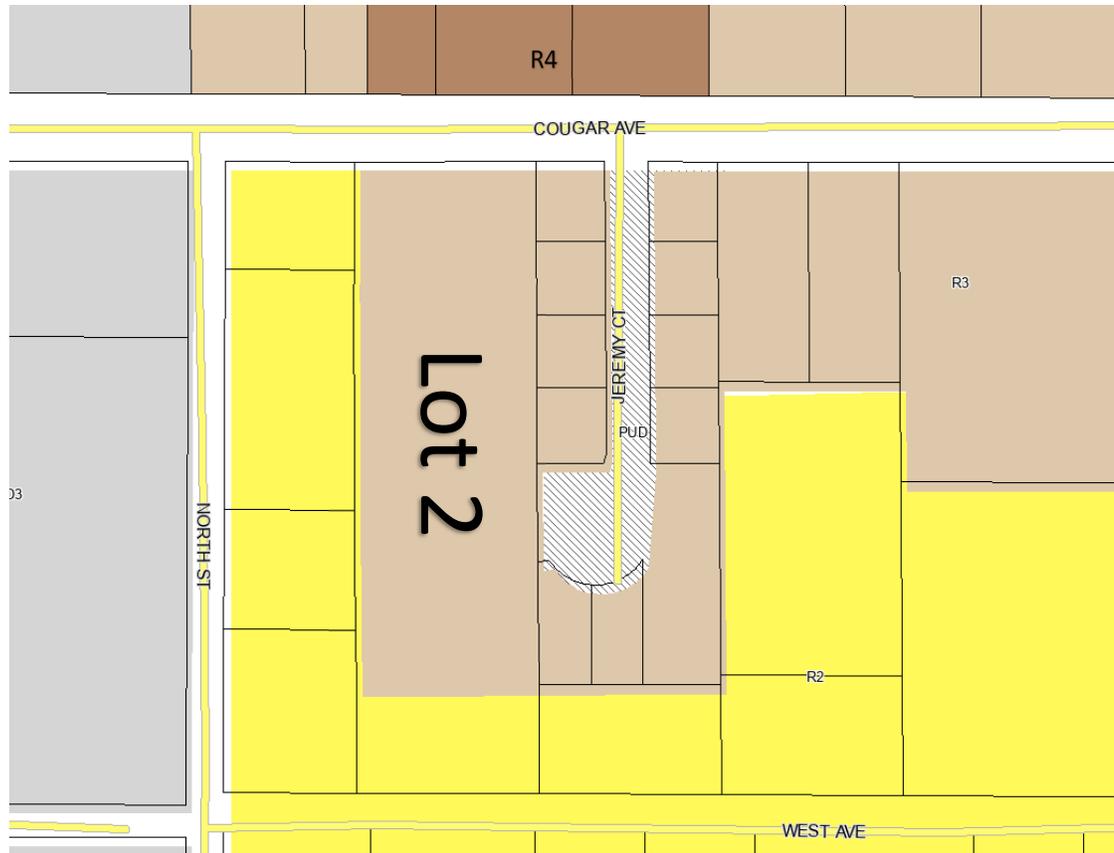
This lot is beyond the service area for the City provided underground raw water services, so these systems are not planned on being installed as part of this project. There is however a ditch running across the property that serves users to the east with water for irrigation purposes which will need to be maintained. This plat will grant an easement for this ditch and install pipe to convey water across the lot. The easement and pipe will run through lots 9 and 10, generally along the south end of those lots.

### Storm Water Management

A full storm water drainage report and plan has been prepared and is attached to this preliminary plat submittal. The general approach to this plan will be that lots will be graded to drain generally to the west and into a detention basin that will be constructed between the road edge and the west property line, within the existing utility easement. This will be a gravel lined basin which will retain the excess storm water flows that result from development of the lots. Long term maintenance for this facility will be provided by an annual one-time assessment when maintenance is required, this assessment will be collected through a property tax assessment.

## Zoning of Subdivision Property and Adjacent Areas

The current lot is covered by two different zoning classifications. The lots to the west are all zoned R2, to the north, on the opposite side of Cougar Ave, zoning is R4. The Jeremy Court PUD to the east is zoned R3, and as mentioned previously the south end is zoned R2.



Snapshot from the Park County Map Server Showing zoning adjacent to Lot 2 of Fenex Subdivision.

### Requests for Variances

This lot layout attempts to conform to as many of the requirements of the development manual, master plan and City Code as possible, however there are several variances that have been identified that the developer would like to request.

*Sidewalk on one side only* – The proposed layout includes a 5' sidewalk in front of the lots on Moore Ct. Because there are no buildings on the west side it is requested to eliminate the requirement that sidewalk be installed.

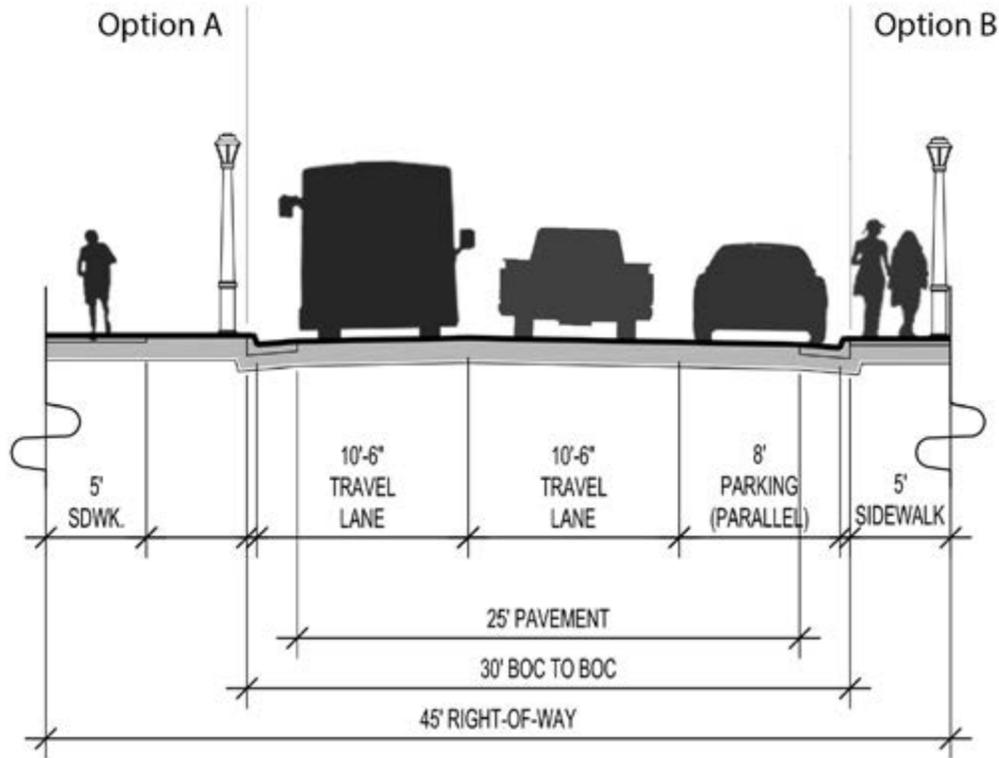
*No Alleys* – The proposed utility accesses will be from the front of the lots through the indicated easements and existing sewer infrastructure. For this reason, alleys have not been included. Additionally, the construction of a through alley may cause traffic to divert from Cougar Ave. to access West Ave., bypassing the one-way North Street.

*Existing building setback from Cul-De-Sac* – The existing house is shown in the plat document, and as it is laid out right now is approximately 10' from the edge of the sidewalk. The zoning requirements for R-3 zoning for this case is that the setback be 15'. It is possible that with approval from the Fire Marshall that we may be able to shrink the cul-de-sac down to 100' from 106', which would solve this variance issue.

*Flag Lot for Lot 10* – Lot 10 is currently laid out as a flag lot to incorporate the driveway and utility services into the lot footprint instead of establishing access and utility easements.

**Street Layout and Design**

A new street named Moore Ct. will be constructed to access the lots from Cougar Avenue. The proposed street is anticipated to be classified as a Minor Residential Access Street per the master plan. Incorporating recommendations from City staff, the minimal street section has been proposed for this project, with a sidewalk along the east side of the street only. Including a 5' sidewalk into the 30' BOC to BOC dimension results in the 35' ROW indicated in the plans. Currently the cul-de-sac is laid out to maintain a 96' minimum dimension on the drivable surface to accommodate turning around a fire truck.



This exhibit from the Master Plan for a minimal type street section. Proposal calls for utilizing sidewalk on one side only.

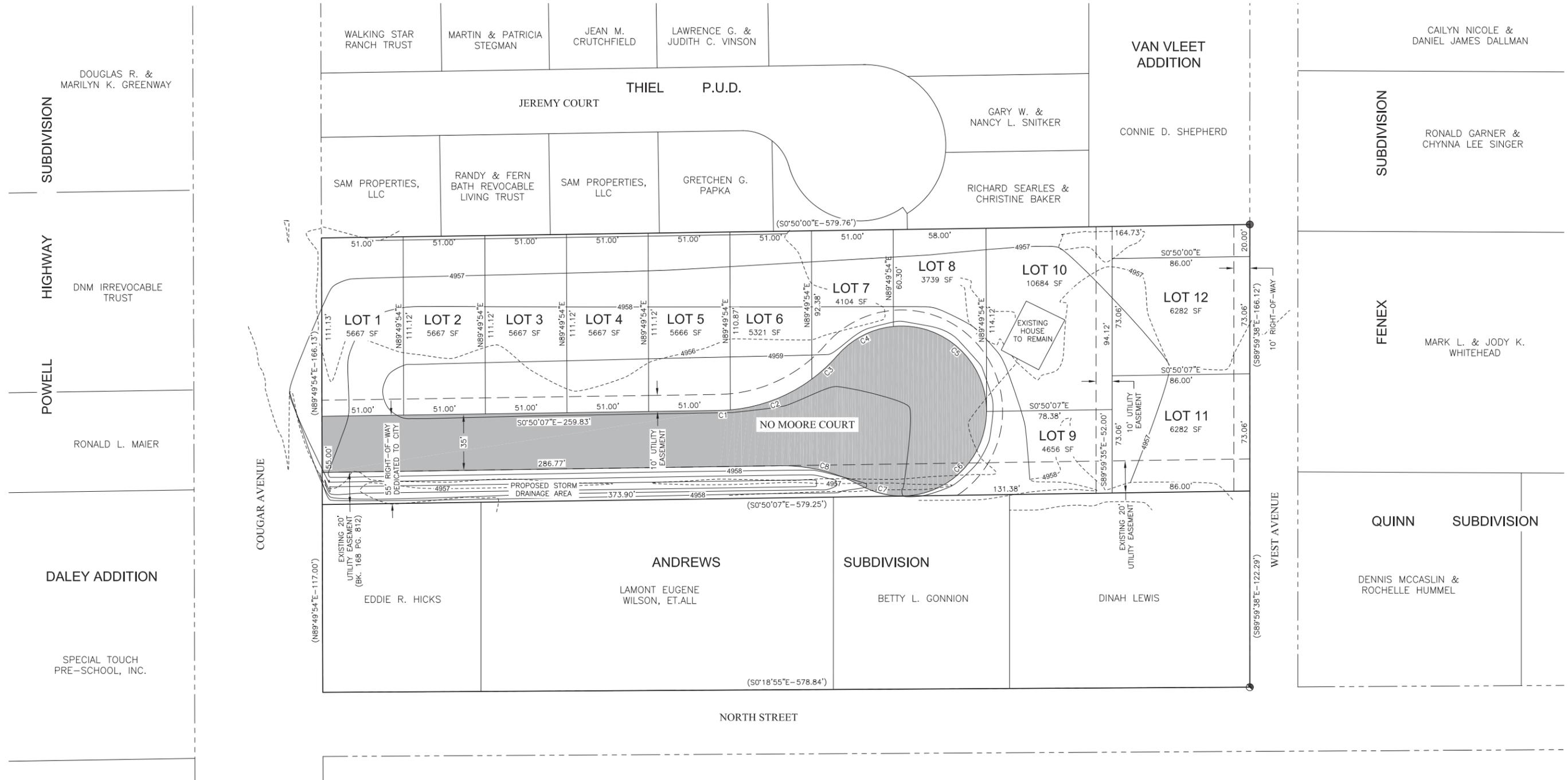
We are excited to begin this project and gather additional input from staff and the Planning and Zoning Board and hope that this information is complete and sufficient to advance through the process. In the event there are any questions, concerns or identified omissions, please do not hesitate to reach out to us as we firmly believe the more coordination and communication early on – the better our end result will be for all stakeholders.

If you have any questions or concerns, please do not hesitate to contact me 307-587-3411.

Thank you,

Ford Roes, PE  
Project Manager

**COUGAR WEST SUBDIVISION**  
TRACT 71, RESURVEY, T.53N., R.101W.,  
PARK COUNTY, WYOMING



**LEGEND**

NEW LOT LINE	—————
EXISTING BOUNDARY	—————
RIGHT-OF-WAY LINE	—————
NEW EASEMENT LINE	—————
EXISTING EASEMENT LINE	—————
NEW PAVEMENT	—————
EXISTING CONTOURS	----- 4956 -----
PROPOSED CONTOURS	----- 4956 -----
FOUND ALUMINUM CAP	●
FOUND IRON PIPE	○
MEASURED DATA	S0°50'07"E-259.83'
RECORD DATA	(S0°18'55"E-578.84')

**CURVE TABLE**

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	7.06'	100.00'	4°02'40"	S2° 51' 28"E	7.06'
C2	55.15'	100.00'	31°35'51"	S20° 40' 43"E	54.45'
C3	21.89'	100.00'	12°32'42"	S42° 44' 59"E	21.85'
C4	40.18'	53.00'	43°26'25"	N27° 18' 07"W	39.23'
C5	88.64'	53.00'	95°49'39"	N42° 19' 55"E	78.67'
C6	83.02'	53.00'	89°45'15"	S44° 52' 38"E	74.79'
C7	26.63'	53.00'	28°47'37"	S14° 23' 49"W	26.36'
C8	51.71'	100.00'	29°37'45"	N13° 58' 45"E	51.14'

**NOTES**

- LOTS 1-10 WITHIN THIS SUBDIVISION FALL UNDER R-3 ZONE. LOTS 11-12 WITHIN THIS SUBDIVISION FALL UNDER R-2 ZONE.
- THE PROPOSED USE OF LOTS WITHIN THIS SUBDIVISION IS SINGLE-FAMILY RESIDENTIAL.
- THIS SUBDIVISION DOES NOT FALL WITHIN A FLOOD ZONE.
- TOTAL ACREAGE FOR THIS SUBDIVISION IS 2.21± ACRES.

**BASIS OF BEARINGS**

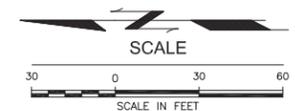
THE CITY OF CODY HORIZONTAL AND VERTICAL CONTROL SYSTEM WAS USES AS THE BASIS OF BEARINGS.

**CERTIFICATE OF SURVEYOR**

I, GARY G. CHRISTENSEN, BEING A REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THIS RECORD OF SURVEY AND FIELD SURVEY WERE MADE BY ME OR UNDER MY SUPERVISION AND THAT BOTH ARE ACCURATE TO THE BEST OF MY KNOWLEDGE AND IN COMPLIANCE WITH ALL STATE AND COUNTY STATUTORY PROVISIONS AND REGULATIONS. THIS RECORD OF SURVEY WAS CREATED FROM AN ACTUAL FIELD SURVEY PERFORMED ON 12/10/2018.



GARY G. CHRISTENSEN  
WYOMING PLS 13956

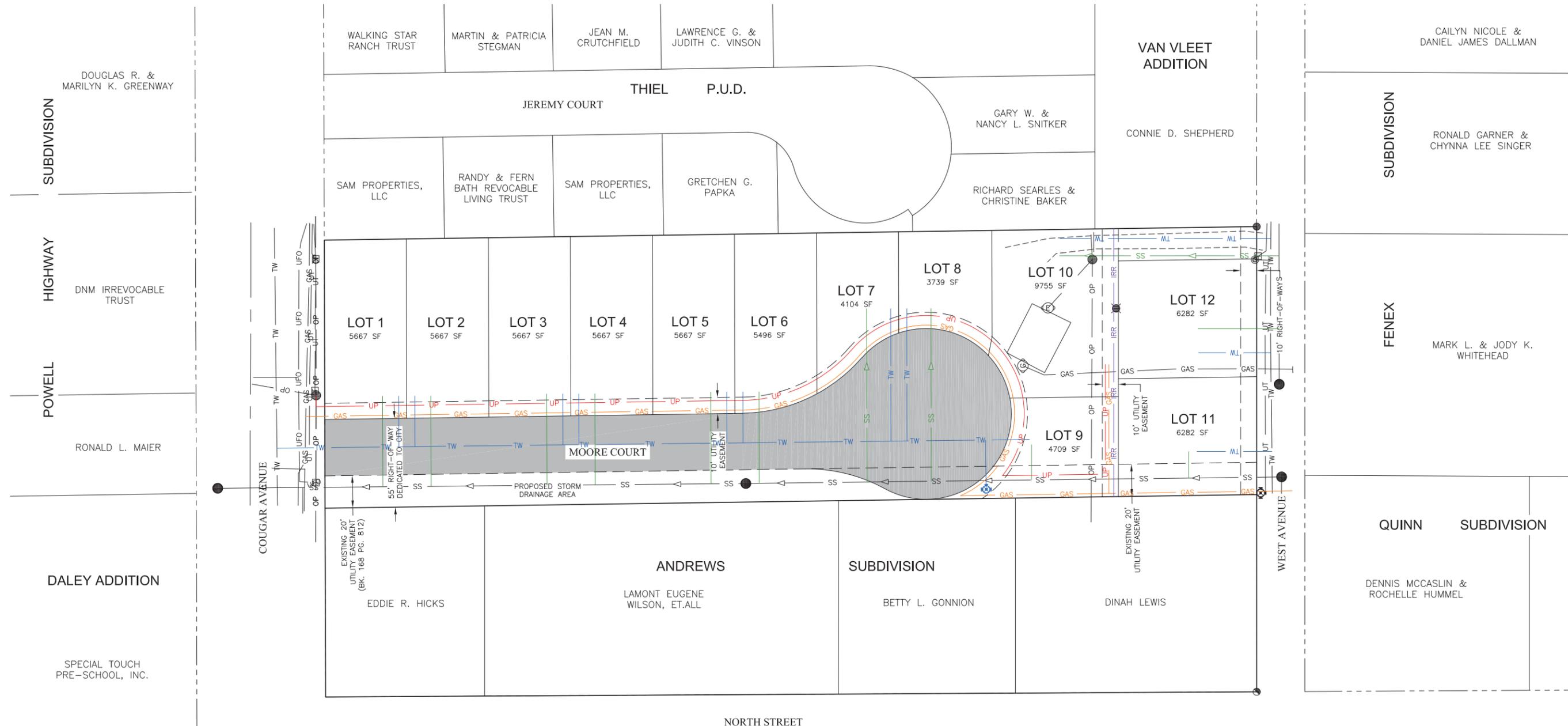


**GDA** ENGINEERING • PLANNING  
SURVEYING • GEOSPATIAL

**PRELIMINARY PLAT**  
COUGAR WEST SUBDIVISION  
WITHIN  
TRACT 71, RESURVEY,  
T.53N., R.101W., 6TH P.M.,  
PARK COUNTY, WYOMING  
KIP B. THIEL CONSTRUCTION, CODY, WY  
JERRY THIEL AND SONS CONSTRUCTION, CODY, WY

PROJECT NO:180480	SURVEYED BY:PJD	REVIEWED BY:GCC
DATE SURVEYED:12/10/18	DRAFTED BY:TJH	REVISION NO:1

**COUGAR WEST SUBDIVISION**  
 TRACT 71, RESURVEY T.53N., R.101W.,  
 PARK COUNTY, WYOMING



**LEGEND**

NEW LOT LINE	
EXISTING BOUNDARY	
RIGHT-OF-WAY LINE	
NEW EASEMENT LINE	
EXISTING EASEMENT LINE	
NEW PAVEMENT	
FOUND ALUMINUM CAP	
SET 5/8"x24" REBAR WITH 2 1/2" ALUMINUM CAP	
MEASURED DATA	S.89°56'51"E.-1318.62'
RECORD DATA	(S.89°54'00"E.-259.09')

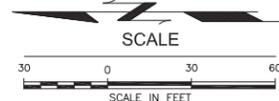
UTILITIES				
	PROVIDER	PHONE	MAIN SIZE	SERVICE SIZE
TREATED WATER	CITY OF CODY	527-7511	6"	2"
SANITARY SEWER	CITY OF CODY	527-7511	8"	4"
ELECTRIC	CITY OF CODY	527-7511	*	*
NATURAL GAS	BLACK HILLS ENERGY	587-2958	*	*
TELECOMMUNICATIONS**	CHARTER/SPECTRUM	866-874-2389	*	*
TELECOMMUNICATIONS**	CENTURYLINK	587-7159	*	*
TELECOMMUNICATIONS**	TCT WEST	568-3357	*	*

\*UTILITY PROVIDER TO SPECIFY INSTALLATION DETAILS AND MATERIALS.  
 \*\*TELECOMMUNICATIONS TO BE CO-LOCATED WITH ELECTRIC AND GAS UTILITIES

**CERTIFICATE OF SURVEYOR**  
 I, GARY G. CHRISTENSEN, BEING A REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THIS RECORD OF SURVEY AND FIELD SURVEY WERE MADE BY ME OR UNDER MY SUPERVISION AND THAT BOTH ARE ACCURATE TO THE BEST OF MY KNOWLEDGE AND IN COMPLIANCE WITH ALL STATE AND COUNTY STATUTORY PROVISIONS AND REGULATIONS. THIS RECORD OF SURVEY WAS CREATED FROM AN ACTUAL FIELD SURVEY PERFORMED ON 12/10/2018.



GARY G. CHRISTENSEN  
 WYOMING PLS 13956



**GDA** ENGINEERING+PLANNING  
SURVEYING+GEOSPATIAL

**UTILITY PLAN**

COUGAR WEST SUBDIVISION  
 WITHIN  
 TRACT 71, RESURVEY,  
 T.53N., R.101W., 6TH P.M.,  
 PARK COUNTY, WYOMING  
 KIP B. THIEL CONSTRUCTION, CODY, WY

PROJECT NO:180480	SURVEYED BY:PJD	REVIEWED BY:GCC
DATE SURVEYED:12/10/18	DRAFTED BY:TJH	REVISION NO:1

MEETING DATE: JANUARY 15, 2018  
DEPARTMENT: CODY POLICE DEPT.  
PREPARED BY: CHUCK BAKER, CHIEF OF  
POLICE  
DEPT. DIR. APPROVAL:  
CITY ADM. APPROVAL: \_\_\_\_\_

## **AGENDA ITEM SUMMARY REPORT**

### **2019 Urban Deer Reduction**

#### **ACTION ITEM**

Consider staff recommendations to continue with the Urban Deer reduction as outlined in the CPD Urban Deer Reduction Operation Plan and within the Conditions of the 2018 WGFD Chapter 56 Permit.

#### **BACKGROUND**

The City of Cody previously empaneled an Urban Deer Task Force to consider ways to handle the deer population in the City of Cody. Based on Task Force recommendation and City Council direction the Cody Police Department has been culling deer within City limits during the previous two years pursuant to legal authority through a Wyoming Fish and Game Department Chapter 56 Permit. Between January 1, 2018 and February 9, 2018, the Cody PD Deer Reduction Team utilized a systematic lethal culling method to take 50 antlerless deer.

#### **SUMMARY**

Urban deer reduction goals were previously established to include: 1) Maintaining public safety while conducting deer reduction operations. 2) Reduce the urban deer population when determined appropriate by City Council, under the regulation of the Wyoming Game and Fish Department. 3) Utilize effective, humane methods of lethal reduction. 4) Provide interested citizens with venison from harvested deer so they are not wasted.

#### **FISCAL IMPACT**

During the 2018/19 Budget process City Council approved a proposed 2019 Urban Deer Reduction Budget in the amount of \$4,750.00 for officer overtime (\$4,450) and other related expenses (\$300).

#### **ALTERNATIVES**

Take no action and continue to monitor the Urban Deer Classification and Trend Surveys provided annually by the WY Game and Fish Department in conjunction with Cody Police Department Calls for Service (CFS) data relating to deer nuisances.

#### **RECOMMENDATION**

Staff recommends continuing with the Urban Deer Reduction Program pursuant to the original recommendations of the Urban Deer Task Force and as outlined in the CPD 2019 Urban Deer Reduction Operation Plan.

During the authorized culling period of January 1, 2019 through February 15, 2019, and November 1, 2019 through December 31, 2019, staff recommends approving the culling of up to 50 total deer that may include up to 10 antlered deer.

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

**ATTACHMENTS**

2019 WGFD Chapter 56 Permit with conditions and directions, (approved).  
2019 CPD Urban Deer Reduction Operation Plan

**AGENDA & SUMMARY REPORT TO:**

# 2019 Urban Deer Reduction Operation Plan

## Cody Police Department

### **PURPOSE:**

To maintain a reasonable Deer Population that are a natural part of our environment within the Cody City limits while reducing the various conflicts that occur w/Urban Deer;

- a. Auto – Deer crashes
- b. Property Damage
- c. Nuisance Calls for Service

### **GOALS:**

Urban deer reduction goals are identified as follows:

- 1) Maintain public safety while conducting deer reduction operations.
- 2) Reduce the urban deer population as determined appropriate by City Council, under the regulation of the Wyoming Game and Fish Department.
- 3) Utilize effective, humane methods of lethal reduction.
- 4) Provide interested citizens with venison from harvested deer so they are not wasted.

### **PROCEDURES:**

#### Legal Authority

The Wyoming Game and Fish Department manages wildlife in Wyoming. The Wyoming Game and Fish Department may issue Title 56 permits. The permit, if granted, would specify the number of deer to be taken in a given timeframe and list additional conditions and direction imposed by Wyoming Game and Fish Department.

#### Police Function

The Cody Police Department would be utilized for the systematic lethal culling of urban deer (see method section for details).

Selected members of the Cody Police Department participating in the deer reduction program will be trained in the administrative procedures required and in firearms proficiency with the selected firearm and equipment.

## Method

The Cody Police Department will utilize police officers trained in the administrative and operational procedures unique to this program, to shoot deer using weapons and at locations detailed below.

The basic process would involve using bait to lure deer into areas where they could be safely shot. The biological samples for Chronic Wasting Disease testing would be collected, and the deer will be donated to interested citizens for processing and consumption pending the outcome of CWD testing.

## Training

Participating officers will complete training specific to this program. Topics will include administrative reporting requirements under the Chapter 56 Permit and as determined by the Cody Police Department, biological sampling for CWD testing, distribution of harvested deer to interested citizens, and firearms competency with the selected equipment.

## Manpower

The Cody Police Department will utilize two officers at a time to harvest deer. The primary officer will operate the firearm, while the second will act as a safety officer. The role of the safety officer will be to maintain watch of the surrounding area and background as the first officer readies for the shot.

The Cody Police Department will utilize the Code Enforcement Officer (CEO) to assist with baiting operations, scouting/monitoring deer activity, and with establishing access to privately owned land as needed.

## Site Selection

Keeping the goal of public safety in mind, the locations selected to harvest deer are of primary importance. The following are some considerations:

- Permission; sites will either be city owned land or on private land with the owner's permission (NOTE: deer will not be harvested on public roadways, or from any land that is not owned by the city of Cody without the permission of the landowner or their authorized agent).
- Background; sites will provide a clear/safe background to allow the use of firearms.
- Each site that is selected for the operation will have a day-time safety evaluation conducted by Police Department personnel. Operation plans will be developed for each selected location.
- Effectiveness; efforts will be made to identify and use sites in problem areas.

## Equipment

The department will primarily utilize an AR 15 style rifle that is commonly issued as a patrol rifle. The department will use .223 caliber soft point ammunition, which has been found effective for this purpose. Additional approved firearms may be utilized under other specific circumstances.

The primary rifle will be suppressed to minimize the sound of gunshot(s) in city limits and to ensure discrete operations.

A low magnification optic will be utilized to aid with accurate shot placement.

If operations occur after dark, night vision or thermal imagers will be used by the safety officer to ensure there is a clear background and field of fire.

## Public Safety

The Cody Police Department will not discount public safety in the name of reducing the urban deer population.

There is inherent risk in discharging firearms within city limits. Public safety will not be compromised. With proper site selection, day-time safety evaluations, the oversight of a safety officer, and ultimately the decision of the primary officer to discharge the firearm, public safety will be maintained.

## Ethics

Taking the life of an animal is a serious matter. Every effort should be made to take only well placed, effective shots, so as to quickly and humanely dispatch the deer.

In the event that a deer is wounded, every effort will be made to follow up and recover the deer in a safe and humane manner.

## Transportation

Officers will operate a vehicle marked with City of Cody emblems, or will operate the Cody Police Department's Code Enforcement truck. Harvested deer will be covered and out of the view of the public during transport.

## Distribution of deer

Local citizens who are interested in taking possession of whole, non-field dressed harvested deer, and who agree to accept responsibility for processing, will be able to submit their name and contact information to the City of Cody. Once a deer is harvested, interested citizens will be contacted to take possession of the deer.

Citizens will be required to complete and comply with an affidavit of informed consent regarding CWD testing, which requires they do not consume, or allow others to consume, venison from harvested deer until test results are available.

#### Chronic Wasting Disease (CWD) Testing

Once a deer is killed, Chronic Wasting Disease (CWD) testing will occur by collecting a biological sample from the deer, and submitting the sample to the Wyoming Game and Fish Department for testing. Results are typically available within 3 days. The Cody Police Department will notify the participating recipient of the results. The deer will be disposed of if it tests positive for CWD, in compliance with the Informed Consent agreement.

#### Disposal

If CWD test is positive, the deer and venison will be disposed of in accordance with the Informed Consent agreement.

A dumpster designated for the disposal of the entrails and non-consumable parts of the deer will be provided for the use of participating citizens, so as to limit the chance of improper disposal on nearby public lands or in local residential dumpsters.

#### Administrative Reporting

Each deer harvested will be tagged and documented in accordance with the Wyoming Game and Fish Department's Chapter 56 permit system.

Each harvested deer will be documented with a Cody Police Department form designed to record the details of each harvest.

A final, end of season report will be completed in compliance with the Chapter 56 Permit.

Overtime reports will be completed to document and track wages associated with the program.

#### Program Review, On-going Evaluation and Future Considerations

Review and monitoring of the program will be ongoing.



Wyoming Game and Fish Department  
**Chapter 56 Permit**  
PERMIT GOVERNING LETHAL TAKING OF WILDLIFE

COPY

Permit ID: 227

Previously Permitted: Yes

Others Authorized by This Permit:

Those under the direction of the permittee

Chuck Baker  
Cody Police Department  
1402 River View Drive  
Cody, WY 82414

REGION: Cody,

VALID: 1/1/2019 - 12/31/2019

METHOD: Firearm

NUMBER: 50 (up to 10 may be antlered)

**SPECIES INCLUDED:** Deer spp.

**PURPOSE:**

To take deer in order to relieve/prevent destruction to private property and protect human health/safety.

**CONDITIONS:**

Permit valid dates:

-January 1 - February 15, 2019

-November 1 - December 31, 2019

Conditions shall be as per "Attachment 1 - 2019 Chapter 56-227" document.

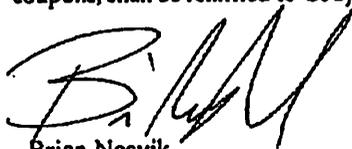
Extreme caution should be exercised with using firearms in the vicinity of people, equipment, facilities, or buildings. Every effort should be made to take wildlife in a humane manner. Any wildlife taken shall be promptly destroyed by burial or incineration, unless permission is granted to deposit wildlife with a permitted and qualified educational or scientific institution; deer may be donated as stated in "Attachment 1 - 2019 Chapter 56-227" document. In the event that any nontarget wildlife is taken, the Cody Regional Wildlife Supervisor shall be contacted as soon as reasonably possible.

**Unless otherwise indicated above, this permit does not include those species of wildlife defined as protected by W.S. 23-1-101 or those species of wildlife listed as threatened or endangered by federal regulation.**

The permittee is, and all persons conducting activities under the permittee are, to carry this permit at all times while taking or possessing wildlife authorized under this permit and agrees to the inspection of wildlife, collection, gear, and materials by any of the authorized enforcement personnel of the Wyoming Game and Fish Department or the US Fish and Wildlife Service. The permit holder shall adhere to all conditions of the application and permit, as well as applicable rules and regulations such as: Wyoming statutes, Commission regulations, federal statutes, county and municipality rules or regulations, and any other laws/regulations/ordinances/covenants. Permittee shall obtain the permission of the owner of private property or the person in charge of the property before entering upon or conducting any activities within the private property; this includes crossing private property to access public lands when no public road access is available.

An annual report(s) (electronic) summarizing permit activities is REQUIRED, even if the permit was not utilized, shall be submitted to the permitting officer in Cheyenne no later than January 31 of the following year for which this permit is valid. Send report(s) to [wgf.permitting@wyo.gov](mailto:wgf.permitting@wyo.gov).

The completed donation coupon stub portion of all coupons used to donate meat, along with any unused coupons, shall be remitted to Cody Regional Wildlife Supervisor Dan Smith by January 15, 2020.



Brian Ncsvik  
Chief Game Warden

Copies: Travis Crane, Grant Gerharter  
Dan Smith  
WGFD File

1/2/2019

WYOMING GAME AND FISH DEPARTMENT

*Attachment 1 – 2019 Chapter 56-227*

*Chapter 56 Permit*

Permit Governing Lethal Taking of Wildlife

NAME: Chuck Baker, Cody Chief of Police

ADDRESS: Cody Police Department 1402 River View Drive  
Cody, WY 82414

ADDITIONAL CONDITIONS AND DIRECTIONS:

- The permit will be issued for 50 deer total with up to 10 antlered deer taken. This number includes mule deer and white-tailed deer.
- Any harvest of deer under this permit shall be taken during the time periods of January 1, 2019 through February 15, 2019 and November 1, 2019 through December 31, 2019.
- This permit shall only be valid as long as the City of Cody (City) has a feeding of deer prohibition in place.
- Upon approval of the permit, deer may be harvested until the permit expires on December 31, 2019.
- The Cody Chief of Police, Chuck Baker, shall be the person to whom the permit will be issued. In addition, law enforcement officers approved by the City and designated by Chief Baker shall be allowed to conduct lethal take. The names of these individuals must be submitted to Cody Wildlife Supervisor Dan Smith prior to any take.
- The permit shall be valid for all lands within the incorporated limits of the City. The City shall acquire permission from private landowners to harvest deer off City owned property. The City may bait deer into safe shooting zones.
- All harvested deer shall be "tagged" with a Wyoming Game and Fish Department provided donation coupon to facilitate tracking and provide legal possession of donated deer. Donation coupons shall be provided by the Department, and the completed stub portion of all donation coupons used to donate meat, along with any unused coupons, shall be remitted to Supervisor Smith by January 15, 2020.
- A final report of deer harvested under the permit will be due to the Department by January 31, 2020 (send report(s) to [wgf.permitting@wyo.gov](mailto:wgf.permitting@wyo.gov)).
- That report shall include the date, species, sex, age, CWD positive and donation coupon number for every deer harvested, along with documentation of any deer shot, but not retrieved or donated.

- To facilitate safe shooting in residential areas, deer may be taken with any caliber rifle or shotgun, with no ammunition restrictions. Use of other methods of take shall not be allowed.
- To promote safe shooting and adequate take, and to minimize potential conflicts with citizens, deer may be taken outside legal shooting hours, with the aid of artificial light or night vision equipment and from motor vehicles.
- The City is responsible for making an immediate and concerted effort to follow up and humanely take any deer crippled under the authority of this permit.
- The City, or their designated agent, is responsible for field dressing and/or processing of all harvested deer and for proper disposal of carcasses and offal. The City may require recipients of the harvested deer to process the animal or provide processing for the recipient prior to donation.
- Meat from all deer taken by the City shall be donated by the City to private individuals for human consumption only. If a question arises as to fitness for human consumption of deer harvested by the City, the City shall contact the Cody Regional Office for permission to dispose of the carcass.
- All deer taken shall be tested by the Department for the presence of CWD and test negative before the meat from any deer may be donated. The City will be responsible for sampling deer and submitting the samples to the Department lab. The Department will provide all materials for sampling, sampling training, and testing of samples at no cost. The Department will require the City to require any person receiving donated meat to sign an affidavit of informed consent. Wyoming Game and Fish Department can provide the affidavit but the City will have to use their letterhead.
- Because the City is in an area where CWD has been found, the City shall provide the direction to all recipients of donated, whole deer carcasses to dispose of any unused portions in an approved landfill to ensure statutory requirements for disposal of deer carcasses from CWD areas are met.

MEETING DATE: 01/15/2019

DEPARTMENT: PUBLIC WORKS

PREPARED BY: PHILLIP BOWMAN

PRESENTED BY: PHILLIP BOWMAN

## **AGENDA ITEM SUMMARY REPORT**

### **Professional Services Agreement with Morrison-Maierle, Inc - 2019 ADA Pedestrian Ramp Improvements**

#### **ACTION TO BE TAKEN:**

Authorize the Mayor to sign the Professional Services Agreement with Morrison-Maierle, Inc. for the 2019 ADA Pedestrian Ramp Improvements Project.

#### **SUMMARY OF INFORMATION:**

The ADA Pedestrian Ramp Improvements Project is funded through the Specific Purpose Tax Fund. This city-wide project was originally funded for approximately \$1.0 million of improvements to pedestrian ramps and adjacent sidewalks that have been determined to be non-compliant with current Americans with Disabilities Act (ADA) design standards. The first phase of the project was completed in 2018 at a cost of approximately \$500,000 for both design and construction.

It is projected that all revenues for the Specific Purpose Tax will be collected by April 1, 2019, and previous City Council action has been taken to end the collection of the tax at that time. With all revenues collected, the Specific Purpose Tax Fund – ADA Ramps project will have approximately \$500,000 of funding available for the 2019 phase of the project. The original project phasing schedule included construction projects in both FY2019-20 and FY2020-21. Based on direction received from the City Council at previous work sessions, City Staff is proposing that the 2019 ADA Pedestrian Ramp Improvements project be designed to expend the full amount of funding available and complete the projects ahead of the original schedule developed.

The Professional Services Agreement attached will provide design and construction management services for the 2019 ADA Pedestrian Ramp Improvements Project which will focus on pedestrian ramp replacements in the Highland Manor neighborhood and in the downtown business district along Rumsey Avenue, Beck Avenue, Alger Avenue, and Bleistein Avenue.

#### **FISCAL IMPACT**

The Professional Services Agreement with Morrison-Maierle, Inc. is for a not-to-exceed amount of \$92,800. The full amount of funding for this services agreement is available in the Approved FY2018-2019 Budget in the Specific Purpose Tax Fund, ADA Ramps project.

#### **ATTACHMENTS**

1. Short Form of Agreement Between Owner and Engineer for Professional Services, including Appendix 1 (Engineer's Standard Hourly Rates) and Appendix 2 (Engineer's Scope of Work)

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

None

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

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

THIS IS AN AGREEMENT effective as of January 15, 2019 (“Effective Date”) between City of Cody (“Owner”) and Morrison-Maierle, Inc. (“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: 2019 ADA Ramp Improvements (“Project”).

Engineer’s services under this Agreement are generally identified as follows: Design, Bid, Construction Administration and Observation (“Services”). The scope of services is described in Appendix 2, Engineer’s Scope of Services.

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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: Part One as described in Appendix 2 will be complete by March 7, 2019. Part Two as described in Appendix 2 will be complete by November 15, 2019 (with warranty walk through and through and work to be completed one year after the Final Completion by the Contractor).
- 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 *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 will not exceed \$92,800, which is broken down as follows:
  - a. Design - \$23,300
  - b. Bidding and Construction Administration - \$17,500
  - c. Resident Project Representative (RPR) – 600 hours maximum with mileage and testing - \$52,000

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, 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.

#### 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; and
  - ~~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 \$50,000 or the total amount of compensation received by Engineer, whichever is greater.~~
- 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*: Appendix 1, Engineer's Standard Hourly Rates and 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

Engineer: Morrison-Maierle, Inc.

By: \_\_\_\_\_  
Print name: Matt Hall  
Title: Mayor  
Date Signed: \_\_\_\_\_

By:   
Print name: Randy Bomar, PE  
Title: Vice President  
Date Signed: January 10, 2019

Engineer License or Firm's Certificate No. (if required): \_\_\_\_\_

State of: Wyoming PE 6971 (Theresa Gunn)

Address for Owner's receipt of notices:  
Phillip Bowman, PE  
P.O. Drawer 2200  
1338 Rumsey Avenue  
Cody, WY 82414

Address for Engineer's receipt of notices:  
Theresa Gunn, PE  
1402 Stampede Avenue  
Cody, WY 82414

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 January 15, 2019.

## **Engineer's Standard Hourly Rates**

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### *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:*

<b>Billing Class</b>	<b>Rate per Hour</b>
Supervising Engineer III	\$175.00
Supervising Engineer II	\$155.00
Supervising Engineer I	\$152.00
Senior Engineer II	\$149.00
Senior Engineer I	\$129.00
Design Engineer II	\$113.00
Design Engineer I	\$104.00
Engineer Intern II	\$ 98.00
Engineer Intern I	\$ 93.00
CAD Designer II	\$103.00
CAD Designer I	\$ 93.00
CAD Tech III	\$ 88.00
CAD Tech II	\$ 78.00
CAD Tech I	\$ 73.00
Senior Resident Project Representative	\$115.00
Resident Project Representative II	\$ 98.00
Resident Project Representative I	\$ 85.00
Administrative Manager	\$ 92.00
Administrative Coordinator III	\$ 82.00
Administrative Coordinator II	\$ 77.00
Administrative Coordinator I	\$ 67.00
Project Coordinator III	\$ 82.00
Project Coordinator II	\$ 72.00
Technical Intern	\$ 62.00

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**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.

<b>Billing Class</b>	<b>Rate per Hour</b>
Senior Survey Manager	\$148.00
Land Surveyor IV	\$128.00
Land Surveyor III	\$113.00
Land Surveyor II	\$105.00
Land Surveyor I	\$ 98.00
Survey Technician IV	\$ 91.00
Survey Technician III	\$ 83.00
Survey Technician II	\$ 77.00
Survey Technician I	\$ 68.00

C. *Schedule of Equipment Rates:*

<b>Billing Class and Unit</b>	<b>Rate per Unit</b>
Vehicle Mileage – Highway Miles	\$0.67
Vehicle Mileage – On-Site	\$0.574/mile plus \$5.00 per hour
GPS	\$30/hour or \$240/day
Total Station	\$80/day
Robotic Total Station	\$240/day
Black & White Copies – 8 ½" x 11"	\$0.10
Black & White Copies – 11" x 17"	\$0.20
Black & White Prints – Up to 24" x 36"	\$5.00
Color Copies – 8 ½" x 11"	\$0.20
Color Copies – 11" x 17"	\$0.40
Color Prints – Up to 24" x 36"	\$6.00

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**Appendix 1, Standard Hourly Rates Schedule.**

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This is **Appendix 2, Engineer's Scope of Services**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated January 15, 2019.

## **Engineer's Scope of Services**

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### *A. Scope of Services:*

1. Areas of Work Area to Be Included:
  - A. Remaining Ramps for 2018 ADA Ramp Project (20 total)
  - B. Rumsey Avenue Ramps – 9<sup>th</sup> to 14<sup>th</sup> Street (10 total) \*
  - C. Beck Avenue Ramps – 11<sup>th</sup> to 15<sup>th</sup> Street (19 total)
  - D. Bleistein Avenue Ramps – 12<sup>th</sup> to 14<sup>th</sup> Street (11 total)
  - E. Alger Avenue Ramps – 12<sup>th</sup> to 14<sup>th</sup> Street (9 total)
  
2. Part One – Design and Bid Documents – Complete by March 7, 2019
  - A. Project Meetings

Project meetings as needed with the City and appropriate staff throughout the project to discuss issues and concerns, as well as review the project progress. Utility companies will be invited to discuss any concerns they might have. Updates as to the progress of the project will also be provided to the City via email as major items of work occurs.
  
  - B. Design
    - 1) Conduct a visual inspection and document the existing layout of each intersection – documenting the existing condition, width of sidewalk, radius of the ramp (if any), type and width of curb and gutter, and existing features behind the curb return which may be disturbed (street lights, fire hydrants, stop signs, irrigation, landscaping, etc.). Photos of each ramp area will also be taken and labeled. Since the removals are not anticipated to impact any utilities, we are not planning to call for locates, perform any actual surveying or prepare specific drawings. The replacement of all ramps will be in accordance with ADA regulations. If City utilities (street lights and fire hydrants typically) require relocation, we will work with the City departments to coordinate this work.
  
    - 2) Create a table and/or individual detail sheets to include in the specifications for each location with the above data and drawings with locations of future ramps. This will also include general details for the various types of ramp replacements. We will create numerous varieties of ramp details to address specific field conditions – some will be straight-forward and some will have additional requirements (more sidewalk/curb & gutter/asphalt), rear curbing.

- 3) Create estimated construction costs and proposed schedule for the project, especially relating to work in the downtown area during the first week of July. We will consider the locations and number of ramps to be impacted at one time. Consideration to the impacts of construction to the public will need to be considered, so that work can be completed and effectively and efficiently as possible. It is important to minimize distance between work areas since the Contractor will be required to move equipment as he progresses. This approach should save construction costs and time for the City.
  - 4) A 50% review meeting will be held to discuss preliminary design construction costs versus the project budget, proposed project schedule limitations, specification needs, and bid schedule descriptions.
  - 5) Construction drawings will be created for the project incorporating the City's standard details and specifications. The City has typical concrete and pavement restoration details and specifications. Handicap ramps shall meet ADA regulations. We will follow these guidelines in the technical portion of the Project Manual.
  - 6) A Project Manual will be prepared meeting the City of Cody's desired bidding process and incorporating the City's standards.
  - 7) A 90% review meeting will be held with the City. At this time, Morrison-Maierle will conduct its own in-house Quality Assurance/Quality Control (QA/QC) review by senior staff and the RPR. We would appreciate any comments or concerns by the City during this final review process as well.
  - 8) Any comments from these final reviews will be incorporated in the drawings and project manual, and three (3) sets of the Construction Drawings and Project Manual will be provide to the City.
2. Part Two – Bidding and Construction Administration/Observation – Complete by November 15, 2019 (with additional time for warranty inspection and 11-month walk through)
- A. Bidding
- 1) The advertisement for bids will be sent electronically to the City for their submission to the Cody Enterprise and other desired publications. It is proposed that the project will be advertised on Quest/CDN for purchase, and Morrison-Maierle will also submit the advertisement to Wyoming Bids. All advertising costs will be paid by the City.
  - 2) Morrison-Maierle will conduct a pre-bid walk through and pre-bid meeting with Contractors and affected stakeholders. Minutes from that meeting with be prepared and delivered to all attendees, planholders, and the City.
  - 3) Morrison-Maierle will conduct the bid opening and prepare a bid tabulation of the results.
  - 4) After review of the bids submitted, Morrison-Maierle will recommend the award of the bid to the City for consideration.

B. Construction Administration

- 1) After the bid is awarded, Morrison-Maierle will work with the Contractor to complete the contract documents, review their bonding and insurance information, and establish a Notice to Proceed date.
- 2) A pre-construction meeting will be held to discuss the project requirements and address any concerns prior to the construction. These will include public relations efforts, staging and sequencing of construction, access, and traffic control.
- 3) Shop drawings will be reviewed as submitted.
- 4) Daily field reports will be prepared and distributed to City personnel weekly.
- 5) Daily quantities will be monitored, including force account extra items.
- 6) Questions from the Contractor and/or residents will be addressed as they arise.
- 7) Substantial completion and final completion walk-throughs will be conducted with the City and Contractor. Punchlists will be prepared as necessary.
- 8) A final Project Construction Notebook will be prepared for the City, which will include copies of all shop drawings, field reports, test results, pay estimates, change orders, certificate of substantial and final completion.
- 9) Morrison-Maierle will provide a hard copy and an electronic copy in ACAD format of the record drawings.

C. Resident Project Representative

- 1) The RPR will participate in the pre-construction meeting.
- 2) We have estimated part-time and full-time construction observation as needed for up to 600 hours depending upon the work occurring in the field (including time to perform the 11-month walk through and warranty inspections).
- 3) All field installation procedures and methods, as well as construction materials delivered to the site, will be verified to confirm that they meet project specifications.
- 4) The RPR, Contractor, Project Manager, and Construction Administrator will be in constant communication during construction.
- 5) Typical RPR field duties, including review of approved shop drawings, preparation of field reports, tracking of quantities, documenting field changes, creating punchlists, taking photographs, and attending walk-throughs, will be conducted throughout the project.
- 6) Density and concrete testing is not included in the scope of work. Density and concrete testing will be required to be completed by the Contractor, with submittal and review of the testing results by the Engineer.

- 7) An 11-month warranty inspection will be conducted by the RPR and Project Manager to ensure items can be addressed before the 12-month warranty period elapses.

Exclusions (all work below can be added as a contract amendment):

1. No research or field designation of rights-of-way for relocation of street lights, fire hydrants, or street signs is included.
2. No permanent or construction easements will be negotiated or required as directed by the City. If they are, easement documents can be prepared for the City to use in negotiations with landowners and that can be filed at the Court House.



Dear Community Leader,

The Wyoming Business Council (WBC) and the University of Wyoming Extension (UW) invite you to apply for a community review to benefit your community in 2019. The WBC is Wyoming's community and economic development agency. The UW Extension Community Development Education team empowers organizations, enterprises, and individuals by providing them with the skills they need to affect change in their communities. We are a collaborative team who share an interest in the success and prosperity of Wyoming communities.

What is a community review? It is a mini-strategic planning process designed and conducted in coordination with leaders, business owners, and residents in your community. The centerpiece of the program is a 1 to 2-day visit to your community by a team of community and economic development professionals. The members of this "Resource Team" volunteer their time and talents to support your community in developing a plan to manage change and pursue your goals on your terms.

Community Reviews build on the former community assessment process and add in an enhanced capacity building component.

The community review process will leave your community with increased clarity about its goals and opportunities, improved coordination among individuals and organizations, a substantial in-kind contribution that can be used to support future grant applications, and increased awareness of available funding and other resources. Additional information about the review process and the benefits to your community are found in this application packet.

Opportunities to participate in the Community Review Program are limited. The goal of the Community Review Program is to provide two community reviews per year. **Go to <http://www.wyomingbusiness.org/creviews> for application deadlines.**

Please review the attached application packet, then contact your Wyoming Business Council Regional Director to express your interest in applying or to ask any questions you may have.

We look forward to working with you should your community decide to benefit from this opportunity.

Sincerely,

Kim Porter  
Wyoming Business Council

Julie Daniels  
UW Extension

**WYOMING COMMUNITY REVIEW**  
*A Community Assessment and Planning Program*

The Wyoming Community Review is a program to make Wyoming communities stronger, healthier, and more prosperous. We work closely with community residents and leaders to cultivate solutions at a local and regional level by listening and observing, sharing perspectives, and exploring technical assistance and resources appropriate to each community. Ideally, review participants are better prepared to build on shared strengths and are working together to achieve common goals.

**Community Review benefits**

A Community Review offers your community the following benefits:

- Identification of needs and opportunities on which many residents agree.
- Recommendations can be used as third-party documentation and validation on subsequent grant funding requests. The monetary value of the Community Review (\$40,000+) can also be used as soft match.
- Increased awareness of sources of funding, technical assistance, and best practices.
- Information and skills to improve community decision-making and leadership.
- More effective collaboration and coordination among key local organizations and residents.
- Stronger relationships between the community and agencies that provide funding and assistance.

**Important considerations**

Things like living-wage jobs, public safety, engaged community members, and the condition of housing and infrastructure are measures of community health. It also includes resilience and a capacity to anticipate and adapt to change. *Community* is more than a collection of rugged individuals occupying the same space; it involves people who share a sense of place and/or purpose, who can cooperate when needed, and who are willing to personally sacrifice or contribute to make life better and more secure for future generations.

Community Reviews aim to assess and increase the vitality and wealth of your community while exploring how to manage change on your own terms. Community wealth refers to tangible and intangible assets: built environment/infrastructure/existing businesses, natural resources, organizations and institutions, individuals, landscape values, air and water quality, individual skills, history, community spirit...even your town's reputation.

Each Community Review inspires professionals from urban and rural backgrounds to work long hours on your community's behalf. These fellow Wyomingites (and their employers) donate time and talent—as well as their own travel—because they care about Wyoming. Like any other outside investor, they expect to see evidence that you and your neighbors are also willing to contribute time, energy, and resources to your hometown.

The application beginning on page eight asks your community to demonstrate its readiness for a Community Review and your residents' commitment and capacity to turn ideas into action once the Review is completed.

**The success of a review depends on the degree of commitment and participation from a cross section of the community.** Think of this as an opportunity to engage with diverse stakeholders and involve those with different perspectives. Sometimes this involves risk and can require letting go of old barriers to identify and move forward on common goals. We appreciate that it's not easy, but the more inclusive the process is early on, the more likely you are to see progress. If you know of barriers to communication, we'll help you brainstorm solutions.

#### **How does the Community Review work?**

Community Reviews are a community-based planning and assessment process involving interviewing many people in the community, recording their thoughts/suggestions, and having a team (comprised of community members and experts) write up implementation plans. The critical focus is the community. The team of experts suggest ways of accomplishing the goals of the community.

Community Reviews are broken down into three phases after the application is accepted. Communities are not required to complete all phases, although to be the most successful all phases would be needed.

#### **Phase I: Learn**

- Identify Team Members: WBC lead, UW Extension, Home Team with WBC Regional Director
- Team Member on-line training in community development & engagement
- Community pre-assessment survey and exploration
- Biweekly conference calls with team
- Asset Mapping or Ripple Effect Mapping – 1 evening at our expense
- The actual Review with priority setting – 2 to 3 days, depending on population
- Preliminary report

#### **Phase II: Lead**

- Identify Theme committees and chairs
- Identify a community coach
- Community training
  - Overview of Community Development: Practices & Principles
  - Introduction to Facilitation
  - How to Engage with Decision Makers and Influence Policy
  - Other customized training as needed to build capacity.
- Work session with professionals in the "Theme" area to developing an action/work plan
- Develop a comprehensive report with community and team

#### **Phase III: Launch**

- Funding sources
- Identify and refer consultants, if necessary
- Follow-up and technical assistance
- Further community training, if requested
- One-year follow-up & Celebration
- ROI

### **Application and Planning Process**

Contact your Wyoming Business Council Regional Director to express interest and for help completing and reviewing the application. Completed Community Review application submitted to the Wyoming Business Council by the due dates found on our website. **Only one** community will be selected each Review cycle.

An ad-hoc Community Review group works with community leaders and residents on planning and preparation beginning three months prior to each Review. They discuss with local leaders the issues and focus areas identified by the community in their application. These conversations address expectations, funding, logistics, community participation, and scheduling.

**Time Commitment**

We realize everyone is busy, with multiple priorities and duties. This process is designed to keep the time commitment as low as possible. The more people you have on your Home Team, the more the work can be spread out. The typical time commitment includes:

		Time Needed	Home Team	Working Groups	Steering Committee
Phase I Learn	Finding Team Members	1-2 hours	All		
	On-line training	1 - 3 hours	All		
	Develop an engagement plan	2 - 5 hours			
	Setting up the venue for Asset/Ripple Effect mapping and getting the word out	2-4 hours	All		
	Asset/Ripple Effect Mapping	2 hours	All		
	Setting up all logistics for the Assessment and getting the word out	6-8 hours	All		
	Conduct Assessment	2-3 Days			
Phase II Lead	Community training - Topics TBD	~ 2 hours per topic		All	
	Meetings to work on "themes" - TBD by local working group chairs		1 rep on working group	All	
	One work session with a professional around the "theme"	2-4 hours	1 rep on working group	All	
	Monthly steering committee update meetings	1.5 hours/month	1 or 2 reps on steering committee	1 rep on steering committee	All
Phase III Launch	TBD by your community – finding funding, consultants, etc to work with(WBC Regional Directors are available to assist you)	TBD		All	As needed
	Plan in conjunction with WBC & UW 1-year celebration	6-8 hours			All
	Prepare presentation on successes	4-6 hours		All	All

Celebration Event	2 hours	All	All	All
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**Funding and Local Match**

Costs may vary between communities. In-kind donations may keep costs down.

Sample costs include lodging for up to 4 people, meals, snacks, and water for the team. Postage to include a survey to all households (or a sampling if a large community) advertising, and participant incentives. See a **sample** budget below:

*Note: Survey costs between \$500 & \$6000 depending on population*

	2 day Review	3 day Review
Motel	\$1680	\$2240
Meals & snacks	\$1200	\$1300
Survey	\$1200	\$6000
Advertising	\$1000	\$1000
Participant Incentives	\$1000	\$1000
	\$6280	\$11,540
Minus grant	<b>\$2430</b>	<b>\$5990</b>
<b>TOTAL</b>	<b>\$3650</b>	<b>\$5550</b>

If your community were to hire a professional outside consulting firm, the estimated costs for such a review could easily exceed \$50,000. Thanks to the time and other expenses donated by Resource team members, the actual total cost to conduct a review is typically between \$3,000 and 10,000, a portion of which can be raised within the community by donations or in-kind services.

The local contribution is typically a combination of: (1) funds, (2) in-kind donations of time, food, and transportation services, and (3) commitments from individual residents and community leaders to participate in the community review and related follow-up activities. Recognizing each community is unique, we will work with Home Team leaders to reach agreement on the funding expectations and other aspects of the local contribution.

Local funding usually comes from a mix of local businesses, government agencies, community-based organizations, and residents.

**Pre-Review Community Survey**

The Review process includes conducting an anonymous community survey in the weeks leading up to the Review. Depending on the population, we mail surveys to all households or to a random sample of households in the community. While the results of a self-selecting survey cannot be extrapolated to the community overall, responses offer the Resource Team comparisons to input gathered through public meetings, community listening sessions, and face-to-face conversations conducted during the Review itself. It also provides local leaders with insight on how residents view their community.

**The Home and Resource Teams**

The Home and Resource teams are the two entities most involved in the Community Review from beginning to end. In other words, they make the Community Review happen.

Residents and leaders of the community serve on the Home Team. The size of the Home Team is flexible (depending on the size of the community), but typically consists of 10 to 16 people. The makeup of the Home Team must reflect the community in terms of income, ethnicity, age, and other cultural groups.

More inclusive participation and ownership of the process helps ensure that the final report and recommendations will serve to engage your community in a positive way for years to come, regardless of subsequent changes in leadership. Resource Team leaders will provide Home Team leaders with a demographic profile of the community as early as possible in the planning process to help identify demographic and cultural groups that should be included on the Home Team. In this same spirit, we will work with the Home Team to make sure interpreters are available in communities with a significant number of residents for whom English is their second language.

The Home Team's role includes representing the community's expectations and intentions with respect to the community, working with Resource Team leaders to plan the various components of the Review, and encouraging broader participation.

The Resource Team consists of up to four community and economic development professionals from around Wyoming with expertise in the focus areas identified in the community's application. The Resource Team draws on decades of experience in economic and community development to engage community leaders and residents in an open dialogue about their community's past, present, and future. Team members become mentors for the community and follow up with the community if requested. The contact information for each participant is included in the final written report to facilitate this working relationship.

#### **Community Listening Sessions**

Listening Sessions are an important part of the Community Review process. Home and Resource Team leaders discuss and identify the five or more community stakeholder groups that will be invited to participate in listening sessions. Each group responds to the same questions. Their responses provide the Resource Team with information on a broad range of topics. Listening sessions are always conducted with seniors, students, and the Home Team. Other potential listening session groups may include first responders, service providers, chamber of commerce members, faith-based and civic organizations, etc.

#### **Written Report**

A preliminary report will be available approximately one month after the Review. A final report will be available approximately four months following the Review. The report also includes a summary of information gained from the pre-review survey and community listening sessions, as well as contact and biographical information for all Resource Team members.

#### **Post-Community Review Action Planning**

We strongly encourage communities receiving Community Reviews to benefit from post review follow-up meetings. Community visioning, prioritizing, and action planning can all be accomplished during these sessions. The University of Wyoming and other organizations can provide necessary leadership and coordination.

### **Typical Community Review outline**

The following sample schedule describes a one and one-half day Community Review process. Review schedules may be adjusted to the size of the community, for example larger communities may require an additional day.

#### **DAY 1**

- 12:00 p.m. School listening session – open house during lunch
- 1:30 pm Home Team and community leaders listening session
- 3:00 p.m. Focus Group Listening session
- 4:30 p.m. Dinner
- 6:00 p.m. Open House Listening Session (drop by and answer the questions)
- 8:00 p.m. Open House ends

#### **DAY 2**

- 7:00 a.m. Coffee with local business listening session
- 8:30 a.m. Resource Team and local leaders listening session
- 10:00 a.m. Community Tour
- 11:30 p.m. Senior Listening Session/Lunch with Seniors
- 1:00 p.m. Team work session
- 6:00 p.m. Dinner
- 7:00 p.m. Facilitated town hall meeting – preliminary results and prioritization
- 9:00 p.m. Community Review ends

*Note: Day 3 expands the number of listening sessions*

1-3 months prior to the Review	<b>Asset/ripple effect mapping and planning</b>
1-3 months following the Review	<b>Capacity building and report</b>
4-12 months following the Review	<b>Post-review follow-up work with support from University of Wyoming Extension and/or other partners</b>
1 year following the Review	<b>Review &amp; Celebration</b>
1-3 years following the Review	<b>Annual follow-up with community to track their successes</b>

Wyoming Community Review Application  
Offered in Partnership by the  
Wyoming Business Council and University of Wyoming Extension

Please submit answers to the following questions. Complete applications must be postmarked or received via email by 5:00 pm, August 15 for fall Reviews. Call 307-777-5812 with questions.

Your community must agree to accept the following responsibilities to ensure the success of the Review:

- **We are in the process of updating our Community Assessment Process and changing the name to Community Reviews. Due to this change, processes in this application are subject to change.**
- Prepare a way to get the word out about the pre-review community survey.
- Arrange for large and small group meeting sites throughout the Review with community leaders and citizens.
- Appoint a Home Team group for the Community Review who will work with the Resource Team leaders to plan and coordinate the Community Review.
- Appoint a Home Team leader to coordinate the Listening Sessions. This is a critically important role; the ideal leader is someone known to and respected by everyone, a natural connector and networker comfortable in a wide range of social settings. We encourage the Home Team Listening Session leader to reach out to individuals in the various stakeholder groups early in the planning process; this helps increase participation in listening sessions, which in turn adds value to session results. Please Note: Listening Session stakeholders must reflect a broad cross-section of all residents to make best use of this investment. The value of information gained depends on the diversity of opinions and perspectives.
- Participate in bi-weekly planning meetings starting three months prior to the Review.
- Arrange community tours and meeting agendas.
- Pay for Review based on an agreed upon budget.
- The value of this process to your community is directly proportional to local stakeholder participation. Greater participation in this process often translates into broader support for follow-up efforts to move recommendations into reality.
- Designate at least three community members to facilitate the follow-up process.
- Complete on-line training
- Prepare a public engagement plan utilizing best practices with the assistance of UW and the WBC to involve the community

Community: \_\_\_\_\_

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

Address/City/State/Zip: \_\_\_\_\_

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

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

**Intentions for Utilizing Community Review:**

What are your community's intentions or plans with respect to prioritizing and acting on the recommendations provided by the Community Review?

Please rate how willing the community members are to engage in community change.

<input type="radio"/> Excited and ready to engage in making change happen	<input type="radio"/> Willing to accept change but not necessarily engage in making it happen	<input type="radio"/> Not at all comfortable or willing to see change happen
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*Please explain why you believe this to be true.*

In general, how effective do you think the residents of your community are at working together to solve

<input type="radio"/> Very effective	<input type="radio"/> Somewhat effective	<input type="radio"/> Not at all effective
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challenges?

*Please explain why you believe this to be true and describe what this looks like in your community.*

How well are young adults represented among community leaders?

<input type="radio"/> Very much represented	<input type="radio"/> Somewhat represented	<input type="radio"/> Not at all represented
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*Please explain why you believe this to be true.*

How willing is the home team to actively work to broaden the base of individuals who are involved in the community?

<input type="radio"/> Very willing	<input type="radio"/> Somewhat willing	<input type="radio"/> Not at all willing
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*Please describe what this would look like in your community.*

How would you describe your community's sense of community pride?

<input type="radio"/> Strong sense of community pride	<input type="radio"/> Somewhat a sense of community pride	<input type="radio"/> No sense of community pride
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*Please describe what this looks like in your community.*

**Past Success with Planning:**

What projects has your community completed in the last one to three years? (Attach additional sheets or information as necessary.)

What current (within last five years) community plans do you have and how are you using them?

**Potential Issues That Could Interfere with a Community Review**

*Every community we visit faces challenges involving disconnects or conflict among groups. We understand this, and we aren't interested in taking sides or judging, however, knowing this information ahead of time can help us ensure the success of the community review process.*

Please identify (in general terms) any recent or anticipated controversies that have a bearing on this Review.

Are there any issues that might limit local participation or implementation of the Review or resulting recommendations? If so, how might they be addressed during the Review? We can discuss details later.

Please describe your plan for engaging your community in the Review and Implementation process.

We ask that communities participating in the Review process provide brief updates on an annual basis for three years following the Review. These updates will share progress the community has made as either a direct or indirect result of a Community Review. The WBC will use the information to help future Resource Team members adjust their discussions and presentations to better meet the needs of participating communities. This information also helps the partnering agencies and organizations measure the impact of Reviews and demonstrate how resources and investments are leveraged through the process. The information is also shared with our funding entities to show the impact their contributions are making to improve the economic and social conditions in rural Wyoming communities. This is critical to maintain support for our work in Wyoming.

Which month do you prefer for your Community Review? \_\_\_\_\_

Home Team Leaders Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Home Team Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Home Team Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Home Team Signature: \_\_\_\_\_ Date: \_\_\_\_\_

WBC Regional Director Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Mayor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

The next page is a form to give organizations in your community. Please have at least 5 organization's fill this form out. These may include but are not limited to economic development agencies, Chambers, youth organizations, non-profits, businesses sectors, etc.

What Organizations can we expect forms from:

**To:** Community Partners  
**From:** Kim Porter, Wyoming Business Council  
**Home Team:** *SPONSORING ORGANIZATION*  
**Re:** *NAME OF TOWN* Community Review

Your community is in the process of applying to participate in the Wyoming Community Review program. The Home Team listed above is coordinating this process. The Wyoming Community Review program is a mini-strategic planning process designed and conducted in coordination with leaders, business owners, and residents in your community. The centerpiece of the program is a 1 to 2-day visit to your community by a team of community and economic development professionals. The Wyoming Community Review Program is provided by the Wyoming Business Council and University of Wyoming Extension.

During the Wyoming Community Review we work closely with community residents and leaders to cultivate solutions at a local and regional level by listening and observing, sharing perspectives, and exploring technical assistance and resources appropriate to each community. Ideally, review participants are better prepared to build on shared strengths and are working together to achieve common goals.

Each Community Review inspires professionals from urban and rural backgrounds to work long hours on your community's behalf. These fellow Wyomingites (and their employers) donate time and talent—as well as their own travel—because they care about Wyoming. Like any other outside investor, they expect to see evidence that members of your community are also willing to contribute time, energy, and resources to your hometown.

As part of the application process we are asking you to assess the readiness of your community and the home team to undertake this process. The answers to the following questions will demonstrate your community's readiness for a Community Review and your residents' commitment and capacity to turn ideas into action once the Review is completed.

Please fill this form out online at:

Or mail to Kim Porter, Wyoming Business Council, 214 W. 15<sup>th</sup> Street, Cheyenne, WY 82002

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

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Is your organization willing to assist with the Community Review?  yes  no

How can your organization help and support the community review?

How can your organization help broaden the base of community members involved?

Please rate how willing the community members are to engage in community change.

<input type="radio"/> Excited and ready to engage in making change happen	<input type="radio"/> Willing to accept change but not necessarily engage in making it happen	<input type="radio"/> Not at all comfortable or willing to see change happen
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*Please explain why you believe this to be true.*

In general, how effective do you think residents of the community are at working together to solve

<input type="radio"/> Very effective	<input type="radio"/> Somewhat effective	<input type="radio"/> Not at all effective
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challenges?

*Please explain why you believe this to be true and describe what this looks like in your community.*

How would you describe your community's sense of community pride?

<input type="radio"/> Strong sense of community pride	<input type="radio"/> Somewhat a sense of community pride	<input type="radio"/> No sense of community pride
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*Please describe what this looks like in your community.*

How willing is the home team to actively work to broaden the base of individuals who are involved in the community?

<input type="radio"/> Very willing	<input type="radio"/> Somewhat willing	<input type="radio"/> Not at all willing
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*Please describe what this would look like in your community.*

Please identify (in general terms) any recent or anticipated controversies involving local leadership or civic organizations that have a bearing on this Review.

Are there any issues that might limit local participation or implementation of the Review or resulting recommendations? If so, how might they be addressed during the Review? We can discuss details later.