

City of Cody City Council
AGENDA - Revised

6:30 p.m. - Executive Session pursuant to W.S. 16-4-405(a)(ix) to consider or receive information classified as confidential by law.

Tuesday, May 7, 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

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

Proclamation – National Kids to Parks Day
Proclamation – 50th Anniversary of Municipal Clerks Week
Proclamation - National Police Week

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 April 16, 2019 and Minutes from Special Work Session from April 23, 2019.
- b. Approve Vouchers and payroll in the amount of \$747,057.26.
- c. Approve Vouchers in the amount of \$37,200.00 noting invoices associated with the specific purpose one cent tax.
- d. Approve the extension of Quote 2015-05 Fuel, extending the current fuel contract with Bailey Enterprises Inc. for a period of one year beginning July 1, 2019.
- e. Authorize the Mayor to enter into and sign an agreement between the City of Cody and Red Canyon River Trips, for an encroachment license and lease agreement for public right-of-way located on Beck Avenue, between 12th Street and the first approach west of 12th Street for the term of May 1 through September 30.
- f. Authorize the Mayor to sign the Agreement for Transfer of Entitlements – Airport Improvement Program.
- g. Approve Open Container request for the Morgan Car Show Street Closure on May 30th and consider approving a malt beverage permit and open container permit for City Park in conjunction with the Buffalo Bill Cody Races on September 21st. (both events were approved at the April 16th meeting but did not include the noted request)
- h. Approve a 10% Military Discount rate for memberships to the Paul Stock Aquatic and Recreation Center.

- i. Authorize the Mayor to enter into and sign the Instrument of Release as it relates to the request from Yellowstone Regional Airport to release approximately 2.47 acres of land at the Yellowstone Regional Airport.
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. Consider approving a partial street closure of 12th Street (Alley north to Rumsey Avenue) for the Grand opening of By Western Hands on Saturday, June 8, 2019 from 1 p.m. to 9:00 p.m. (with event running from 2:00 p.m. to 8:00 p.m.). Also authorize an open container permit for said event.
Staff Reference: Cindy Baker, Administrative Services Officer
Spokesperson: Kristin Fong
 - b. Consider a request from the “Wild Bunch Gun Fighters” (WBGF) to hold western re-enactment gunfighter shows June 3rd 2019 through September 23, 2019 on 12th Street between Sheridan Ave and the first alley south of Sheridan Ave. Approval conditional upon the receipt of the signed “Conditions for Discharging Weapons in the City of Cody for the WBGF Summer 2019 Re-enactment Shows document, noting liability insurance has been received.
Staff Reference: Chief Baker
Spokesperson: Andy DiPiazza and/or Ken Martin
 - c. Consider authorizing the Mayor to enter into and sign a Loan Agreement with the Harry Jackson Museum as it relates to a loan of a sculpture to the City for public display.
Staff Reference: Scott Kolpitcke, City Attorney
 - d. Consider authorizing the Mayor to sign a Donation Agreement and the City of Cody accept the donation of “Free Notes Harmony” outdoor instrument collection to be locate in the City Park on Sheridan Ave.
Staff Reference: Barry Cook, City Administrator and/or Scott Kolpitcke City Attorney
 - e. Consider approving the preliminary and final plat for a 2-lot minor subdivision of 2418 G Avenue, subject to condition.
Staff Reference: Todd Stowell, City Planner
 - f. Consider approving the final plat of the Cougar West Subdivision, with associated variances and conditions of approval.

Staff Reference: Todd Stowell, City Planner

- g. Consider awarding Bid 2019-04 19th Street Overlay Project to Wild West Construction in the estimated amount of \$11,825 and authorize the City Administrator to sign the Notice of Award, Project Agreement and all associated contract documents contingent upon review by City Attorney.

Staff Reference: Phillip Bowman, Public Works Director

- h. Consider awarding Bid 2019-05 Sunshine Avenue Paving Project to Quality Asphalt Paving in the estimated amount of \$6,458 and authorize the City Administrator to sign the Notice of Award, Project Agreement and all associated contract documents contingent upon review by City Attorney.

Staff Reference: Phillip Bowman, Public Works Director

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

Upcoming Meetings:

May 14-16, 2019 – Tuesday -Wednesday -Thursday – Budget Work Sessions 5:00 p.m.

May 21, 2019 - Tuesday – Regular Council Meeting 7:00 p.m.

June 4, 2019 - Tuesday – Regular Council Meeting 7:00 p.m.

June 11, 2019 – Tuesday – Work Session – 5:00 p.m.



Proclamation

Proclaiming May 18, 2019, as Kids to Parks Day in the city of Cody

WHEREAS, May 18, 2019, is the ninth Kids to Parks Day organized and launched by the National Park Trust held annually on the third Saturday of May; and

WHEREAS, Kids to Parks Day empowers kids and encourages families to get outdoors and visit America's parks, public lands and waters; and

WHEREAS, we should encourage children to lead a more active lifestyle to combat issues of childhood obesity, diabetes, hypertension and hypercholesterolemia; and

WHEREAS, Kids to Parks Day will broaden children's appreciation for nature and outdoors; and

NOW THEREFORE, I, Mayor Matt Hall do hereby proclaim May 18, 2019, as **Kids to Parks Day**.

Signed by the Mayor of Cody

Mayor

PROCLAMATION
50th ANNIVERSARY OF MUNICIPAL CLERKS WEEK
May 5 - 11, 2019

WHEREAS, the Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and is the oldest among public servants; and

WHEREAS, the Office of the Municipal Clerk provides the professional link between the citizens and the local governing bodies and agencies of government at other levels; and

WHEREAS, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, the Municipal Clerk serves as the information center on functions of local government and community; and

WHEREAS, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations; and

NOW, THEREFORE, I, Matt Hall, Mayor of Cody WY concur with Mark Gordon, Governor of the State of Wyoming, in recognizing the week of May 5 through May 11, 2019, as the 50th Anniversary of Municipal Clerks Week, and further extend appreciation to our Municipal Clerks across the State, for the vital services they perform and their exemplary dedication to the communities they represent.

Matt Hall, Mayor

Cindy Baker, Clerk

Proclamation for National Police Week 2019

To recognize National Police Week 2019 and to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

WHEREAS, Congress and the President of the United States designate May 15, 2019 as Peace Officers Memorial Day and the week in which May 15 falls as National Police Week; and

WHEREAS, there are more than 900,000 law enforcement officers serving in communities across the United States, including the dedicated men and women of the Cody Police Department that play an essential role in safeguarding the rights and freedoms of our citizens; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards and sacrifices law enforcement officers face every day, and that the members of our law enforcement agency recognize their duty to serve the Cody community with respect, dedication, integrity, community interest, restraint and leadership; and

WHEREAS it is important to recognize National Police Week 2019 and to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy;

NOW THEREFORE, I Matt Hall Mayor of the City of Cody proclaim the week of May 12-18, 2019, as NATIONAL POLICE WEEK and publicly salute the service of law enforcement officers in our community and in communities across the nation; and

BE IT FURTHER RESOLVED, that I call upon all citizens of the City of Cody to observe Tuesday May 15, 2019, as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice while protecting their fellow citizens and communities, and let us recognize and pay respect to the survivors of our fallen heroes.

Mayor:

ATTEST:

City of Cody
Council Proceedings
Tuesday, April 16, 2019

A pre-meeting was held at 6:45 p.m. to discuss the agenda for the Regular Meeting. No action was taken.

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, April 16, 2019 at 7:00 p.m.

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

Absent: Council Member Jerry Fritz

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

Council Member Greer made a motion seconded by Council Member Ballard to approve the Consent Calendar including the approval of Minutes: Regular Minutes from April 2, 2019 and Minutes from Special Work Session from April 16, 2019; approve Vouchers and payroll in the amount of \$1,637,244.32; approve Vouchers in the amount of \$34,074.45, noting invoices associated with the specific purpose one cent tax; appoint Steve Schrepferman to the Cody Public Arts Committee (CPAC); approve a request from Michael Darby, Irma Hotel for the closure of 12th Street between Sheridan Avenue and Beck Avenue, from 12:00 p.m. on Friday May 10th through Sunday, May 12th at 9:00 a.m. for the 16th annual Horse Sale (contingent upon proof of liability insurance) and approve a request from Michael Darby, Irma Hotel for an open container permit for Saturday, May 11th, approve a request from Michael Darby, Irma Hotel to close 12th Street from Sheridan Ave to the Alley on May 30th from 4:00 pm. to 9: p.m. for the Morgan Car Show to allow participates to park in the closure area. (contingent upon proof of liability insurance); approve a request from the Class of 89 to close a portion of 15th Street from Sheridan Ave to the alley on Friday, July 5th from 6:30 p.m. to midnight for the Class of 89 Reunion Celebration (contingent upon proof of liability insurance); approve a request from the event sponsors for the Buffalo Bill Cody Races to hold a half Marathon and 10K race starting at 9:00 a.m. on September 21, 2019. Allowing use of City Streets and providing traffic control at the intersection of 17th Street and Beck Avenue at the start of the race. Also allow for a street closures on 10th Street between Sheridan Avenue and Beck Avenue, as well as, Beck Avenue between 9th & 10th Street from 6:00 a.m. to 2:00 p.m., approve the Stampede Parades on the 2nd, 3rd and 4th of July; sponsor the \$100 permit fee per parade; sponsor other associated staffing and equipment cost in the amount to be determined and approved during the FY19-20 budget approval process and those funds to be funded out of the Lodging Tax fund. (estimated funding \$47,350.00); appoint Mayor Matt Hall as Voting Delegate for the 2019 WAM Summer convention, with Barry Cook, City Administrator as Alternate Delegate, authorize the Mayor to enter into and sign a Memorandum of Understanding - Professional Services Agreement between the City of Cody and Park County, WY as it relates to the Law Enforcement Center, approve the Contract for the Off-Duty Assignment of Police Personnel, and authorize the City Administrator or Chief of Police to enter into an agreement with requestors when applicable, and submit a ballot for Suzie Cox, Clerk/Treasurer, Town of Saratoga; Penny Robbins, Clerk/Treasurer, Town of Mountain View; Tammy Taylor, Clerk/Treasurer, Town of Glenrock (3-yr term); Charlie Gulley, Planning & Zoning Commission, Town of Pine Haven (2-yr term) and Cindy Baker, Administrative Services Officer, City of Cody (3-yr term) to the WAM-JPIC Board of Directors for terms as noted. Vote was unanimous.

Council Member Greer made a motion seconded by Council Member Ballard to approve the request from Zach Buchel to allow a Farmer's Market in the Bob Moore Parking Lot Area on Thursday Nights for the month of May 2019 from 3:00 to 6:30 p.m. Vote was unanimous.

Council Member Rasmussen made a motion seconded by Council Member Ballard to approve a partial street closure of 12th Street (Sheridan Ave to Alley on south side of Sheridan) for the Horsin' around Cody Event, requested by the Cody Chamber of Commerce/Cody Events Committee on Saturday, May 11, 2019 from 10:00 a.m. to 4:00 p.m. Vote was unanimous.

Council Member Ballard made a motion seconded by Council Member Neilson to authorize the Mayor to enter into and sign a Loan Agreement with the Buffalo Bill

Center of the West as it relates to a loan of a sculpture to the City for public display. Vote was unanimous.

Council Member Greer made a motion seconded by Council Member Nielson to approve the Preliminary Plat and Final Plat for a two-lot minor Subdivision of 917 13th Street, subject to conditions. Vote was unanimous.

ORDINANCE 2019-02 – THIRD AND FINAL READING
AN ORDINANCE REZONING A PORTION OF 3030 BIG HORN AVE LOCATED WITHIN THE CITY OF CODY, PARK COUNTY, WYOMING TO GENERAL BUSINESS (D-2). Council Member Greer made a motion seconded by Council Member Rasmussen to approve Ordinance 2019-02 on Third and Final Reading. Vote was unanimous.

There being no further action Mayor Hall adjourned the meeting at 7:32 p.m.

Matt Hall, Mayor

Cindy Baker, Administrative Services Officer

City of Cody
Council Proceedings
Tuesday, April 23, 2019

A special meeting of the Cody City Council was held in Council Chambers of Cody City Hall on Tuesday, April 23, 2019 at 5:00 p.m.

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

Absent: Council Member Jerry Fritz,

Mayor Hall called the meeting to order at 5:00 p.m.

At 5:00 p.m. Council Member Rasmussen made a motion seconded by Council Member Ballard to enter into an executive session pursuant to State Statute 16-4-405 (a)(iii) on matters concerning litigation to which the governing body is a party or proposed litigation to which the governing body may be a party and 16-4-405(a)(ix) to consider or receive any information classified as confidential by law. At 5:18 p.m. Council Member Greer made a motion seconded by Council Member Rasmussen to exit the executive session. No action was taken.

Council Member Baily made a motion seconded by Council Member Rasmussen to approve a request from the Cody Fire Department to close 11th Street between Sheridan Avenue and Beck Avenue from Noon on Friday May 3rd to 5:00 p.m. on Sunday May 5th, 2018 for the annual Cody Fire School and authorize the Cody Fire Department to utilize City Barricades for this street closure. Vote was unanimous.

The Governing Body discussed Fire Suppression requirements for the City Auditorium. Staff was provided with direction to obtain more information and bring back for further discussion.

A presentation relating to the Legion Field Improvements for Regional Tournament in August was presented. No action was taken.

The Governing Body discussed and reviewed requirements/threshold for Architect Stamped Plans relating to commercial development. Staff was provided direction and will bring back this item for further discussion.

Phillip Bowman, Public Works Director provided a report on the Cougar Ave Reconnaissance Project and discussion was held. No action was taken.

There being no further discussion, the meeting adjourned at 6:48 p.m.

Cindy Baker
Administrative Services Officer

Matt Hall
Mayor

Report Criteria:

Invoice.Detail.Input date = 04/30/2019
Invoice.Batch = {NOT LIKE} "1"

Secondary Name	Invoice	Description	Invoice Date	Total Cost
ACKER ELECTRIC INC (270)				
	34553	LIFT STATION PUMP MAINTENANCE	04/12/2019	191.65
Total :				191.65
Total ACKER ELECTRIC INC (270):				191.65
ANIXTER INC (130622)				
	4172830-00	Arrestor, 10 kV MOV Overhead	04/04/2019	549.51
	4221097-00	STAMPEDE/ALPINE ALLEY REBUILD	04/18/2019	514.71
Total :				1,064.22
Total ANIXTER INC (130622):				1,064.22
BACON, PAIGE (131212)				
CODY MOBILE ART STUDIO	29	BUNNY WREATH PROGRAM	04/24/2019	21.00
CODY MOBILE ART STUDIO	30	MARCH MADNESS PROGRAM	04/23/2019	21.00
CODY MOBILE ART STUDIO	31	MARCH MADNESS PROGRAM	04/23/2019	42.00
Total :				84.00
Total BACON, PAIGE (131212):				84.00
BLUE CROSS BLUE SHIELD OF WYOMING (1360)				
	190405366624	INSURANCE PREMIUM - MARCH 2019	04/05/2019	136,382.82
Total :				136,382.82
Total BLUE CROSS BLUE SHIELD OF WYOMING (1360):				136,382.82
BRAGG PLUMBING AND HEATING INC (127760)				
	12083	THAW FROZEN WATER LINE	03/18/2019	1,404.00
	12094	THAW FROZEN WATER LINE	03/20/2019	634.00
Total :				2,038.00
Total BRAGG PLUMBING AND HEATING INC (127760):				2,038.00
BRINKERHOFF, HEATHER PEATROSS (131306)				
	0419	NUTRITION SERVICES	04/23/2019	315.00
Total :				315.00
Total BRINKERHOFF, HEATHER PEATROSS (131306):				315.00
C & C WELDING, INC (1690)				
	22857	REPAIR F07	03/20/2019	45.00
Total :				45.00
Total C & C WELDING, INC (1690):				45.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
CENTURY LINK (10091)				
	41919	UTILITIES - CENTURY LINK	04/19/2019	38.61
Total :				38.61
Total CENTURY LINK (10091):				38.61
CITY OF CODY (2260)				
	043019	UTILITIES - CITY OF CODY	04/30/2019	2,096.59
	043019	UTILITIES - CITY OF CODY	04/30/2019	5,868.43
	043019	UTILITIES - CITY OF CODY	04/30/2019	128.37
	043019	UTILITIES - CITY OF CODY	04/30/2019	427.51
	043019	UTILITIES - CITY OF CODY	04/30/2019	549.90
	043019	UTILITIES - CITY OF CODY	04/30/2019	820.34
	043019	UTILITIES - CITY OF CODY	04/30/2019	2,764.54
	043019	UTILITIES - CITY OF CODY	04/30/2019	12,700.58
	043019	UTILITIES - CITY OF CODY	04/30/2019	33.30
	043019	UTILITIES - CITY OF CODY	04/30/2019	4,896.17
	043019	UTILITIES - CITY OF CODY	04/30/2019	4,494.96
	043019	UTILITIES - CITY OF CODY	04/30/2019	45.59
	043019	UTILITIES - CITY OF CODY	04/30/2019	1,211.75
	043019	UTILITIES - CITY OF CODY	04/30/2019	1,083.24
	043019	UTILITIES - CITY OF CODY	04/30/2019	1,083.24
	043019	UTILITIES - CITY OF CODY	04/30/2019	705.09
	043019	UTILITIES - CITY OF CODY	04/30/2019	906.14
	043019	UTILITIES - CITY OF CODY	04/30/2019	39.00
	043019	UTILITIES - CITY OF CODY	04/30/2019	338.30
	043019	UTILITIES - CITY OF CODY	04/30/2019	24.00
Total :				40,217.04
Total CITY OF CODY (2260):				40,217.04
CLARK, RONALD W (131046)				
TOWN TAXI	041619	TIPSY TAXI VOUCHERS	04/16/2019	266.00
Total :				266.00
Total CLARK, RONALD W (131046):				266.00
COPENHAVER KATH KITCHEN KOLPITCKE LLC (3140)				
	33119	Legal Services	04/08/2019	3,357.25
	33119	Legal Services	04/08/2019	345.40
	33119	Legal Services	04/08/2019	801.32
	33119	Legal Services	04/08/2019	801.32
	33119	Legal Services	04/08/2019	801.32
	33119	Legal Services	04/08/2019	801.31
Total :				6,907.92
Total COPENHAVER KATH KITCHEN KOLPITCKE LLC (3140):				6,907.92
COPPER MOUNTAIN IRRIGATION LLC (131351)				
	17904	CHECK LIFT STATION PUMP	03/26/2019	65.00
Total :				65.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total COPPER MOUNTAIN IRRIGATION LLC (131351):				65.00
DAVIS, RAJAN (131392)				
	2017	REC CENTER REFUND	04/17/2019	20.00
Total :				20.00
Total DAVIS, RAJAN (131392):				20.00
DEARBORN NATIONAL LIFE INSURANCE COMPANY (131563)				
	050119	INSURANCE may 2019	04/11/2019	360.04
Total :				360.04
Total DEARBORN NATIONAL LIFE INSURANCE COMPANY (131563):				360.04
EASTMAN, RINDA (129952)				
	0319	PERSONAL TRAINER - REC CENTER	04/22/2019	558.90
Total :				558.90
Total EASTMAN, RINDA (129952):				558.90
ENNIST III, ROBERT F (131798)				
BIG HORN FOOD SERVICES	35523	TRASH BAGS	04/05/2019	104.40
BIG HORN FOOD SERVICES	35523	TRASH BAGS	04/05/2019	104.40
BIG HORN FOOD SERVICES	35585	COPIER PAPER	04/14/2019	86.00
BIG HORN FOOD SERVICES	35585	COPIER PAPER	04/14/2019	86.00
BIG HORN FOOD SERVICES	35585	COPIER PAPER	04/14/2019	86.00
BIG HORN FOOD SERVICES	35585	COPIER PAPER	04/14/2019	86.00
BIG HORN FOOD SERVICES	35585	COPIER PAPER	04/14/2019	86.00
BIG HORN FOOD SERVICES	35585	COPIER PAPER	04/14/2019	86.00
BIG HORN FOOD SERVICES	35585	COPIER PAPER	04/14/2019	86.00
Total :				810.80
Total ENNIST III, ROBERT F (131798):				810.80
FARLOW, IRENE (131831)				
DBA: CODY CAB LLC	041219	TIPSY TAXI PROGRAM	04/12/2019	490.00
DBA: CODY CAB LLC	041619	TIPSY TAXI PROGRAM	04/16/2019	343.00
Total :				833.00
Total FARLOW, IRENE (131831):				833.00
FEKETI, DANIEL ROBERT (131833)				
	6.1240.12	REFUND CREDIT BALANCE	04/18/2019	691.16
Total :				691.16
Total FEKETI, DANIEL ROBERT (131833):				691.16
FIELD SERVICES & WEED CONTROL (129159)				
	270.67	REFUND UTILITY DEPOSIT	03/12/2019	270.67
Total :				270.67

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total FIELD SERVICES & WEED CONTROL (129159):				270.67
H B I INSURANCE (12306)				
	2544	NOTARY BOND RENEWAL	04/03/2019	50.00
Total :				50.00
Total H B I INSURANCE (12306):				50.00
HARRIS TRUCKING AND CONSTRUCTION (129345)				
WYOMING STEEL SERVICES LLC	005545	RECYCLING HAULING	04/15/2019	475.00
Total :				475.00
Total HARRIS TRUCKING AND CONSTRUCTION (129345):				475.00
HARRIS TRUCKING AND CONSTRUCTION CO. (4780)				
	132188	CONCRETE CRUSHING	04/14/2019	1,861.10
	132204	ASPHALT RECYCLING	04/16/2019	6,289.10
Total :				8,150.20
Total HARRIS TRUCKING AND CONSTRUCTION CO. (4780):				8,150.20
HASS, AMY (131835)				
	2016	REC CENTER REFUND	04/17/2019	68.00
Total :				68.00
Total HASS, AMY (131835):				68.00
HICKS, SHEENA (129054)				
	2019	REC CENTER REFUND	04/17/2019	120.00
Total :				120.00
Total HICKS, SHEENA (129054):				120.00
HUBER, WESLEY L (123442)				
EAGLE OF CODY PRINTING	41119	INSPECTION TAGS - REJECTED	04/11/2019	58.00
EAGLE OF CODY PRINTING	41519	BUILDING INSPECTION LABELS	04/15/2019	69.00
Total :				127.00
Total HUBER, WESLEY L (123442):				127.00
J & J CONSTRUCTION LLC (130254)				
	652	BORE AT MASHIE CLUB FOR RAW WATER	04/17/2019	5,850.00
Total :				5,850.00
Total J & J CONSTRUCTION LLC (130254):				5,850.00
JACKSON, ROBERT (131829)				
	17.9126.11	REFUND UTILITY DEPOSIT	04/05/2019	30.77
Total :				30.77

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total JACKSON, ROBERT (131829):				30.77
JONES, AMY (129954)				
	032219	PERSONAL TRAINER - REC CENTER	03/22/2019	337.07
	042419	PERSONAL TRAINER - REC CENTER	04/24/2019	781.23
Total :				1,118.30
Total JONES, AMY (129954):				1,118.30
KEYES, TONI (131840)				
	17.1010.15	UTILITY DEPOSIT REFUND	04/29/2019	339.19
Total :				339.19
Total KEYES, TONI (131840):				339.19
KUIPERS, TARA (131838)				
	1718	CLAIM AGAINST THE CITY	04/25/2019	187.56
Total :				187.56
Total KUIPERS, TARA (131838):				187.56
LEATHAM FAMILY LLC (131226)				
SYMBOLARTS LLC	0327971-IN	DEPARTMENT AWARDS	04/09/2019	185.00
Total :				185.00
Total LEATHAM FAMILY LLC (131226):				185.00
MSPS (127866)				
MOUNTAIN STATES PIPE & SUPPLY	INV11152	WATER METER WASHERS	04/03/2019	75.82
Total :				75.82
Total MSPS (127866):				75.82
MURRAY, ANDREW (131836)				
	2018	REC CENTER REFUND	04/17/2019	300.00
Total :				300.00
Total MURRAY, ANDREW (131836):				300.00
NORTHWEST PIPE (7400)				
	1120853	AIR VAC VALVE	04/04/2019	300.00
	1123676	AIR VAC VALVE	04/15/2019	581.32
	1127217	DRAINAGE PIPE	04/15/2019	1,972.00
Total :				2,853.32
Total NORTHWEST PIPE (7400):				2,853.32
ONE-CALL OF WYOMING (127665)				
	51556	ONE - CALL FEES	04/02/2019	19.69
	51556	ONE - CALL FEES	04/02/2019	19.69
	51556	ONE - CALL FEES	04/02/2019	19.69

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	51556	ONE - CALL FEES	04/02/2019	19.68
Total :				78.75
Total ONE-CALL OF WYOMING (127665):				78.75
PARK COUNTY PUBLIC HEALTH (7720)				
	1421	HEP B VACCINATION	04/10/2019	40.00
Total :				40.00
Total PARK COUNTY PUBLIC HEALTH (7720):				40.00
PREMIER VEHICLE INSTALLATION (131558)				
	29694	POLICE CAR UPFIT	04/13/2019	8,546.06
	29695	POLICE CAR UPFIT	04/13/2019	8,546.06
	29696	POLICE CAR UPFIT	04/13/2019	8,546.06
Total :				25,638.18
Total PREMIER VEHICLE INSTALLATION (131558):				25,638.18
QA BALANCE SERVICES INC (8245)				
	2744	LAB EQUIPMENT CALIBRATION	04/04/2019	652.00
Total :				652.00
Total QA BALANCE SERVICES INC (8245):				652.00
ROCKY MOUNTAIN POWER (7570)				
	041819	UTILITIES - ROCKY MOUNTAIN POWER	04/18/2019	28.73
	041819	UTILITIES - ROCKY MOUNTAIN POWER	04/18/2019	209.12
Total :				237.85
Total ROCKY MOUNTAIN POWER (7570):				237.85
SABER PEST CONTROLL LLC (131183)				
	AUD126	PEST CONTROL - AUDITORIUM	04/15/2019	80.00
	CH126	PEST CONTROL - CITY HALL	04/15/2019	60.00
	E113	PEST CONTROL - ELECTRIC	04/01/2019	80.00
	P125	PEST CONTROL - PUBLIC WORKS SHOP	04/01/2019	50.00
	P125	PEST CONTROL - PUBLIC WORKS SHOP	04/01/2019	25.00
	P125	PEST CONTROL - PUBLIC WORKS SHOP	04/01/2019	25.00
	R124	PEST CONTROL - RECYCLING/SANITATION	04/03/2019	60.00
	REC126	PEST CONTROL - REC CENTER	04/15/2019	90.00
	REC126	PEST CONTROL - REC CENTER	04/15/2019	90.00
	W124	PEST CONTROL - PUBLIC WORKS SHOP	04/03/2019	50.00
Total :				610.00
Total SABER PEST CONTROLL LLC (131183):				610.00
SECRETARY OF STATE (123386)				
	041119	FILING FEE - NOTARY	04/11/2019	30.00
Total :				30.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total SECRETARY OF STATE (123386):				30.00
SKAGGS COMPANIES (131474)				
	3150300 RI	2018 VEST GRANT	04/05/2019	876.00
Total :				876.00
Total SKAGGS COMPANIES (131474):				876.00
SKARSHAUG TESTING LAB (9320)				
	234279	RUBBER GLOVE TESTING	03/26/2019	423.54
Total :				423.54
Total SKARSHAUG TESTING LAB (9320):				423.54
STEVE DECKER CONSTRUCTION (131839)				
	1159	T.D. KELSEY STATUE PEDESTAL	04/10/2019	800.00
Total :				800.00
Total STEVE DECKER CONSTRUCTION (131839):				800.00
SYSTEMS GRAPHICS INC (129162)				
ADVANCED INFO SYSTEMS	14721	OUTSOURCE BILLS	04/04/2019	17.87
ADVANCED INFO SYSTEMS	14721	OUTSOURCE BILLS	04/04/2019	51.37
ADVANCED INFO SYSTEMS	14721	OUTSOURCE BILLS	04/04/2019	46.90
ADVANCED INFO SYSTEMS	14721	OUTSOURCE BILLS	04/04/2019	46.90
ADVANCED INFO SYSTEMS	14721	OUTSOURCE BILLS	04/04/2019	60.30
ADVANCED INFO SYSTEMS	14743	OUTSOURCE BILLS	04/15/2019	33.00
ADVANCED INFO SYSTEMS	14743	OUTSOURCE BILLS	04/15/2019	94.87
ADVANCED INFO SYSTEMS	14743	OUTSOURCE BILLS	04/15/2019	86.62
ADVANCED INFO SYSTEMS	14743	OUTSOURCE BILLS	04/15/2019	86.62
ADVANCED INFO SYSTEMS	14743	OUTSOURCE BILLS	04/15/2019	111.35
ADVANCED INFO SYSTEMS	14744	OUTSOURCE BILLS	04/22/2019	14.06
ADVANCED INFO SYSTEMS	14744	OUTSOURCE BILLS	04/22/2019	40.44
ADVANCED INFO SYSTEMS	14744	OUTSOURCE BILLS	04/22/2019	36.92
ADVANCED INFO SYSTEMS	14744	OUTSOURCE BILLS	04/22/2019	36.92
ADVANCED INFO SYSTEMS	14744	OUTSOURCE BILLS	04/22/2019	47.47
Total :				811.61
Total SYSTEMS GRAPHICS INC (129162):				811.61
TARRAN, HETTA (131830)				
	4.0420.14	REFUND UTILITY DEPOSIT	04/12/2019	217.93
Total :				217.93
Total TARRAN, HETTA (131830):				217.93
T-O ENGINEERS INC (131708)				
	1711339120	BEACON HILL WATER TANK	04/03/2019	1,574.50
	1711339120	BEACON HILL WATER TANK	04/03/2019	775.50
Total :				2,350.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total T-O ENGINEERS INC (131708):				2,350.00
TWEEDS WHOLESALE CO (131506)				
	373670	COPIER PAPER	04/03/2019	66.51
	373670	COPIER PAPER	04/03/2019	6.65
	373670	COPIER PAPER	04/03/2019	44.89
	373670	COPIER PAPER	04/03/2019	14.97
Total :				133.02
Total TWEEDS WHOLESALE CO (131506):				133.02
US POSTMASTER (129112)				
	04252019	2 MONTHS POSTAGE FOR UTILITY BILLING	04/25/2019	3,700.00
Total :				3,700.00
Total US POSTMASTER (129112):				3,700.00
WESCO RECEIVABLES CORP (131137)				
WESCO DBA:WESCO/KVA/MODERN	304389	ALPINE/ STAMPEDE ALLEY	04/12/2019	504.00
Total :				504.00
Total WESCO RECEIVABLES CORP (131137):				504.00
WESTERN UNITED ELECTRIC SUPPLY (10605)				
	4131863	STAMPEDE/ALPINE ALLEY REBUILD	04/02/2019	308.08
	4132422	Xfmr 1ph 50 KVA URD 120/240 7.2KV	04/15/2019	4,672.34
	4132422	Xfmr 1ph 50 KVA URD 120/240 7.2KV	04/15/2019	4,672.34
	4132422	Xfmr 1ph 25 kVA O/H 120/240 14.4kV	04/15/2019	2,968.08
	4132449	STAMPEDE/ALPINE ALLEY REBUILD	04/12/2019	297.92
Total :				12,918.76
Total WESTERN UNITED ELECTRIC SUPPLY (10605):				12,918.76
WILLIAMS, MOSHE' (131828)				
OR WILLIAMS, REBECCA	14.0730.37	REFUND UTILITY DEPOSIT	03/12/2019	303.10
Total :				303.10
Total WILLIAMS, MOSHE' (131828):				303.10
WYOMING CONFERENCE OF BUILDING OFFICIALS (124777)				
	050119	WCBO CONFERENCE REGISTRATION	05/01/2019	150.00
Total :				150.00
Total WYOMING CONFERENCE OF BUILDING OFFICIALS (124777):				150.00
WYOMING DEPARTMENT OF HEALTH (10930)				
PREVENTATIVE HEALTH & SAFETY DI	10010117	SAMPLE TESTING	04/01/2019	240.00
Total :				240.00
Total WYOMING DEPARTMENT OF HEALTH (10930):				240.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
WYOMING DEPARTMENT OF TRANSPORTATION (130279)				
WYDOT FINANCIAL SERVICES	107228	COUGAR AVE RECON SCOPING REPORT	04/03/2019	126.97
Total :				126.97
Total WYOMING DEPARTMENT OF TRANSPORTATION (130279):				126.97
WYOMING FIRE SAFETY, LC (10830)				
	040819	Fire Extinguisher Maintenance	04/08/2019	6.00
	040819	Fire Extinguisher Maintenance	04/08/2019	26.00
	040819	Fire Extinguisher Maintenance	04/08/2019	53.00
	040819	Fire Extinguisher Maintenance	04/08/2019	54.00
	040819	Fire Extinguisher Maintenance	04/08/2019	12.00
	040819	Fire Extinguisher Maintenance	04/08/2019	18.00
	040819	Fire Extinguisher Maintenance	04/08/2019	163.00
	040819	Fire Extinguisher Maintenance	04/08/2019	18.00
	040819	Fire Extinguisher Maintenance	04/08/2019	220.00
	040819	Fire Extinguisher Maintenance	04/08/2019	12.00
	040819	Fire Extinguisher Maintenance	04/08/2019	222.00
	040819	Fire Extinguisher Maintenance	04/08/2019	57.00
	040819	Fire Extinguisher Maintenance	04/08/2019	210.00
	040819	Fire Extinguisher Maintenance	04/08/2019	131.00
	040819	Fire Extinguisher Maintenance	04/08/2019	386.00
	040819	Fire Extinguisher Maintenance	04/08/2019	44.00
	040819	Fire Extinguisher Maintenance	04/08/2019	211.00
	040819	Fire Extinguisher Maintenance	04/08/2019	105.50
	040819	Fire Extinguisher Maintenance	04/08/2019	105.50
Total :				2,054.00
Total WYOMING FIRE SAFETY, LC (10830):				2,054.00
WYOMING HEALTH FAIRS (131158)				
	B0010697	WELLNESS BLOOD DRAW	04/09/2019	40.00
	B0010697	WELLNESS BLODD DRAW	04/09/2019	40.00
Total :				80.00
Total WYOMING HEALTH FAIRS (131158):				80.00
YELLOWSTONE LEATHER PRODUCTS INC (131834)				
	133887	SAFETY SUPPLIES - GLOVES	04/11/2019	105.67
Total :				105.67
Total YELLOWSTONE LEATHER PRODUCTS INC (131834):				105.67
ZIVARO INC (131755)				
	ISO43836	EVAULT CLOUD DATA STORAGE	04/09/2019	84.03
	ISO43836	EVAULT CLOUD DATA STORAGE	04/09/2019	84.03
	ISO43836	EVAULT CLOUD DATA STORAGE	04/09/2019	19.39
	ISO43836	EVAULT CLOUD DATA STORAGE	04/09/2019	19.39
	ISO43836	EVAULT CLOUD DATA STORAGE	04/09/2019	19.39
	ISO43836	EVAULT CLOUD DATA STORAGE	04/09/2019	19.39
	ISO43836	EVAULT CLOUD DATA STORAGE	04/09/2019	25.86
	ISO43836	EVAULT CLOUD DATA STORAGE	04/09/2019	38.78
	ISO43836	EVAULT CLOUD DATA STORAGE	04/09/2019	84.03
	ISO43836	EVAULT CLOUD DATA STORAGE	04/09/2019	84.03

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	ISO43836	EVAULT CLOUD DATA STORAGE	04/09/2019	84.03
	ISO43836	EVAULT CLOUD DATA STORAGE	04/09/2019	84.03
Total :				646.38
Total ZIVARO INC (131755):				646.38
Grand Totals:				264,817.75
			Payroll 04/17/19	238,189.88
			Payroll 05/01/19	244,049.63
Report GL Period Summary				747,057.26

GL Period	Amount
04/19	
Grand Totals:	

Vendor number hash: 8100011
 Vendor number hash - split: 13738134
 Total number of invoices: 82
 Total number of transactions: 168

Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Open Terms		.00	
Grand Totals:		.00	

Report Criteria:
 Invoice Detail.Input date = 04/30/2019
 Invoice.Batch = {NOT LIKE} "1"

Report Criteria:

Invoice Detail.Input date = 04/30/2019
 Invoice.Batch = "1"

Secondary Name	Invoice	Description	Invoice Date	Total Cost
PAVEMENT MAINTENANCE INC (7825)				
	19-62	CRACK SEAL AREA 4	04/03/2019	37,200.00
Total :				37,200.00
Total PAVEMENT MAINTENANCE INC (7825):				37,200.00
Grand Totals:				37,200.00

Report GL Period Summary

GL Period	Amount
04/19	37,200.00
Grand Totals:	37,200.00

Vendor number hash: 7825
 Vendor number hash - split: 7825
 Total number of invoices: 1
 Total number of transactions: 1

Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Open Terms	37,200.00	.00	37,200.00
Grand Totals:	37,200.00	.00	37,200.00

MEETING DATE: APRIL 16, 2019

DEPARTMENT: PUBLIC WORKS

PREPARED BY: ROB KRAMER

PRESENTED BY: PHILLIP BOWMAN

AGENDA ITEM SUMMARY REPORT

Extension of Quote 2018-05 Fuel

ACTION TO BE TAKEN:

Approve the extension of Quote 2018-05 Fuel, extending the current fuel contract with Bailey Enterprises Inc. for a period of one year beginning on July 1, 2019.

SUMMARY OF INFORMATION:

In June of 2018 the City Council approved the award of Quote 2018-05 Fuel to Bailey Enterprises Inc. Quote packets were sent to Bailey Enterprises Inc., Brad Hall and Associates, and Homax Oil partnering with Conoco Country Store. Bailey Enterprises Inc. submitted the lowest price per gallon, and was able to meet the necessary requirements.

This quote had a provision allowing the City to extend the agreement for two additional one year periods. At this time staff respectfully requests that we extend the current contract with Bailey Enterprises Inc. for another year, beginning on July 1, 2019.

The quote process requires staff to reacquaint all of the interested parties with our requirements, and make certain that the company's electronic information can match with our fuel program utilized at the shop. In addition, if a new company provides a lower quote, new charge cards must be produced for each vehicle, and all users must be readjusted to a new location and process. Bailey Enterprises did provide the low quote in 2018 and does provide two fueling locations.

Mike Bailey, President/CEO of Bailey Enterprises Inc., has been contacted and Bailey Enterprises Inc. would agree to extend the current agreement for one more year if approved by Council.

FISCAL IMPACT

Funding for this fuel is being budgeted within the Fiscal Year 2017/2018 Budget. Renewal would mean going forward with the same costs per gallon as this current fiscal year.

ALTERNATIVES

1. City Council may approve the staff request to allow the extension of Quote 2018-05 Fuel for a period of one year beginning on July 1, 2019.
2. Request staff to prepare a new quote for services to begin on July 1, 2019.

AGENDA ITEM NO. _____

ATTACHMENTS

1. Request for Quotation, Quote 2018-05 Fuel
2. Price Comparison for Quote 2018-05

AGENDA & SUMMARY REPORT TO:

1. Mike Bailey, Bailey Enterprises Inc., mbailey@gowithbailey.com



REQUEST FOR QUOTATION
Quote # 2018-05

The City of Cody will accept quotes until 2:00 p.m., May 24, 2018 at City Hall, 1338 Rumsey Ave. for the following fuels:

Unleaded Gasoline
Mid-Grade Gasoline
Premium Grade Gasoline
Diesel Fuel

Matt Hall
Mayor

Donny Anderson
Karen Ballinger
Landon Greer
Jerry Fritz
Glenn A. Nielson
Stan Wolz
Council Members

C. Edward Webster II
Municipal Judge

Barry A. Cook
City Administrator

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

(307) 527-7511
Fax (307) 527-6532

It is estimated that the City utilizes approximately 93,000 gallons of fuel per year, approximately half of this use being diesel fuel. Quantities do vary by product and are not guaranteed. Quantities should not be construed to represent either a maximum or minimum quantity to be used during the contract term.

Fuel is to be dispensed by a Card System. Cards are to be set for a single vehicle or equipment so that one card can be locked out without exchanging all of the cards. Must be able to provide PINs for each card. Fuel entry must be able to accommodate mileage and hours. On a weekly basis the SUPPLIER must be able to e-mail the mileage and usage of any vehicles or equipment to fleet@cityofcody.com. On a monthly basis, concurrent with billing, SUPPLIER must be able to deliver all usage and billing information to the City of Cody in a comma delimited by field ASCII file or other acceptable format (preferably Microsoft Excel). The SUPPLIER must provide proof of rack prices at the end of each month.

Quotes are to be per gallon price with state tax included. Quotes must delineate separately the "Rack", "Freight", "Overhead", "Profit", "State Tax" and "Total Quote" (as a local government entity, the City of Cody is exempt from Federal Excise Tax).

Date of price to be as of May 15, 2018. The successful supplier will begin dispensing fuels for the City of Cody on July 1, 2018. This agreement is to extend for a period of one (1) year with the City retaining the option to extend the agreement for two additional one (1) year periods.

Submit quotes to City of Cody, 1338 Rumsey Avenue, PO Box 2200, Cody, WY 82414 and mark on the outside of the envelope "2018-05 FUEL QUOTE". All quotes must be submitted on an official quote form (attached). Additional copies can be obtained by emailing kylieh@cityofcody.com.

In accordance with the provisions of Section 16-6-101 through Section 16-6-106 of the Wyoming Statutes, 1997 republished edition, preference is hereby given to materials, supplies, equipment, machinery, and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by the competitors outside the state. ***Any supplier claiming preference must submit evidence of Wyoming residency as defined in Wyoming Statute 16-6-101.***

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

Rob Kramer

City of Cody
Streets and Vehicle Maintenance Superintendent

Quote Specification Form – Quote # 2018-05

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

The undersigned supplier agrees to provide fuel for the City of Cody pursuant to the specifications and invitation to quote below:

	Rack Price	Freight Rate	Overhead	Profit	State Tax	Total Quote Price per Gallon
Unleaded						
Midgrade						
Premium						
Diesel						

_____ I acknowledge that I can provide the City with a comma delimited ASCII file at no additional cost to the City.

_____ I acknowledge that I can provide the City with a comma delimited ASCII file at an additional cost to the City of _____ (per month, per gallon, other as noted).

_____ Any additional costs outlined on an attached page.

What, if any, additional fees would apply if the City were to pay the monthly statement with a credit card. _____

Supplier Comments: _____

The undersigned understands that the City Council of the City of Cody shall determine in its sole discretion the most responsible supplier, and the City Council may reject any and all quotes or make substitutions, waive defects it deems unsubstantial in any quote, and that if an award is made, the City Council will award the quote in the best interest of the City. Award of quote is subject to Council budget appropriation for this purchase. The offer made herein shall be binding for 30 days after the date of quote opening.

Quote Submitted By

Company Name: _____

Authorized Signature: _____

Printed Name: _____

Business Address: _____

Phone Number: _____

Email Address: _____

2018 Quote

	Price per Gallon Minus Rack and Tax	
	Bailey Enterprises Inc.	Homax Oil Sales
Unleaded	\$0.1362	\$0.2900
Midgrade	\$0.1362	\$0.2900
Premium	\$0.1362	\$0.2900
Diesel	\$0.1246	\$0.2900
Diesel Winter Grade	\$0.2246	\$0.0000

	Freight Rate	
	Bailey Enterprises Inc.	Homax Oil Sales
Unleaded	\$0.0562	\$0.0800
Midgrade	\$0.0562	\$0.0800
Premium	\$0.0562	\$0.0800
Diesel	\$0.0646	\$0.0800

	Overhead	
	Bailey Enterprises Inc.	Homax Oil Sales
Unleaded	\$0.0600	\$0.1500
Midgrade	\$0.0600	\$0.1500
Premium	\$0.0600	\$0.1500
Diesel	\$0.0400	\$0.1500

	Profit	
	Bailey Enterprises Inc.	Homax Oil Sales
Unleaded	\$0.0200	\$0.0600
Midgrade	\$0.0200	\$0.0600
Premium	\$0.0200	\$0.0600
Diesel	\$0.0200	\$0.0600

	Other Info	
	Bailey Enterprises Inc.	Homax Oil Sales
Cost for ASCII File	\$ -	\$ -

MEETING DATE: MAY 17, 2019

DEPARTMENT: ADMINISTRATION

PREPARED BY: CYNTHIA BAKER

PRESENTED BY: CYNTHIA BAKER

AGENDA ITEM SUMMARY REPORT

Red Canyon River Trips Lease Agreement

ACTION TO BE TAKEN:

Approve an agreement between the City of Cody and Red Canyon River Trips, for an encroachment license and lease agreement for public right of way located on Beck Avenue, between 12th Street and the first approach west of 12th Street, for the term of May 1 through September 30.

SUMMARY OF INFORMATION:

Michael & Sunny Burns, owner of Red Canyon River Trips has requested to use the City owned public right of way located on Beck Avenue, from 12th Street to the first approach west of 12th Street for the purpose of parking his river trip van and boat trailer. The area in which his business is located is also adjacent to the Cody Trolley Tours and between the Trolleys and his van and boat, there is not sufficient room to park both vehicles on 12th Street. In order to accommodate the public, Cody Trolley Tours and his clients, the Burns are requesting this area for his parking which is nearby his place of business.

The City of Cody has entered into encroachment agreements such as this in the past with Red Canyon River Trips as well as similar agreements throughout the City. Other agreements were with the Stump Family Trust for the encroachment of a deck onto the City right of way and an agreement was with Diehl Enterprises for the encroachment onto public right of way of the property known as the Chamberlin Inn, as well as, with Ken Martin previous owner of Red Canyon River Trips.

FISCAL IMPACT

The City of Cody will receive \$50 for the encroachment license.

ALTERNATIVES

Approve or Deny the request.

ATTACHMENTS

Agenda Request Form
License Agreement

AGENDA & SUMMARY REPORT TO:

Michael & Sunny Burns, sunnydavidson1@gmail.com

AGENDA ITEM NO. _____

City of Cody Agenda Request Form

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

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

Name of person to appear before the Council SUNNY BURNS
Organization Represented ISLAND @ 12th + BACK
Date you wish to appear before the Council 5-7-19
Mailing Address 1119 12th Street Telephone 303-319-1102
E-Mail Address SUNNYDAVIDSON1@GMAIL.COM
Preferred form of contact: Telephone _____ E-Mail _____
Names of all individuals who will speak on this topic SUNNY BURNS
Event Title (if applicable) _____
Date(s) of Event (if applicable) MAY 15th - Oct 15th
Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) PARKING four vehicles on the island @ 12th + BACK
Which City employee(s) have you spoken to about this issue? Cindy
Signature [Signature] Date 4-16-19

AGREEMENT FOR ENCROACHMENT LICENSE

THE PARTIES to this agreement are the City of Cody, Wyoming (CITY) and Red Canyon River Trips (RED CANYON). This agreement is dated as of the date last executed by the parties below.

RECITALS

1. City of Cody is a properly formed municipal corporation in the State of Wyoming.
2. Red Canyon River Trips would like to utilize the City of Cody owned Public Right of Way located on the north side of Beck Avenue next to 12th Street, from 12th Street, west to the first approach west of 12th Street for the purpose of parking the motor vehicles and associated trailers in conjunction with the Red Canyon River Trips. The area requested is the dirt portion between the curb and gutter and the sidewalk.
3. The City is willing to accommodate Red Canyon and allow the encroachment for parking on the city owned public right of way.

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

1. City hereby grants a license to RED Canyon to encroach on the following described parcel of City public right of way:
See Attachment A
2. Red Canyon shall pay to the City the sum of Ten Dollars (\$10.00) per month for a total of \$50 payable to the City of Cody on or before May 1, 2019.
3. The term of this agreement shall be May 1, 2019 through September 30, 2019.
4. This license for encroachment is given as a matter of convenience and the same may be revoked by the City at any time for any reason whatsoever. In the event that City determines it will revoke this license, it shall give notice to Red Canyon in writing at least thirty (30) days in advance of the revocation.
5. Once the City terminates or revokes this license, Red Canyon agrees to remove any and all vehicles and trailers from the City public right of way and will restore the same to its original condition at the sole cost and expense of Red Canyon within fifteen (15) days of the revocation.

6. Red Canyon assumes all liability for itself, its agents, its representatives, employees, guests, invitees, and for the general public's presence and activities upon the public right of way occupied and shall indemnify and hold harmless the City, its agents, representatives, employees, officers, council members and agents from any and all claims, actions, lawsuits, disputes and controversies regarding Red Canyon's use of the public right of way.
This shall include but not be limited to claims or actions for personal injury, property damage, economic loss, death and all other liabilities and losses arising in any way under this agreement or arising from the use of the public right of way by Red Canyon or its agents, representatives, guests or employees. This indemnification shall include reasonable attorney's fees incurred by the City in defense of any action brought by any party against the City arising out of this agreement or use of the public right of way by Red Canyon's agents, representatives, guests and employees.
7. Red Canyon agrees to maintain the said public right of way by raking the area on a regular basis, keeping it free of debris and garbage, and keeping it free of weeds. In addition, the City of Cody may ask for any other reasonable maintenance to be performed as necessary.
8. Red Canyon agrees to park all associated vehicles by entering from the west side of the public right of way and exiting on the east side onto Beck Avenue.
9. Red Canyon agrees to park in such manner that the view for oncoming or turning traffic is not impeded at any time.
10. By entering into this agreement, the City does not waive its sovereign immunity or governmental immunity and expressly reserves the right to assert sovereign immunity and governmental immunity as defense to any action arising under this agreement.
11. This agreement shall be binding on the heirs, successors and assigns of both parties.
12. This agreement contains the entire understanding of the parties and there are no other promises, covenants, assurances, or understandings beyond the scope of this written agreement.

Red Canyon River Trips



Date 4-16-19

City of Cody, Wyoming

ATTEST:

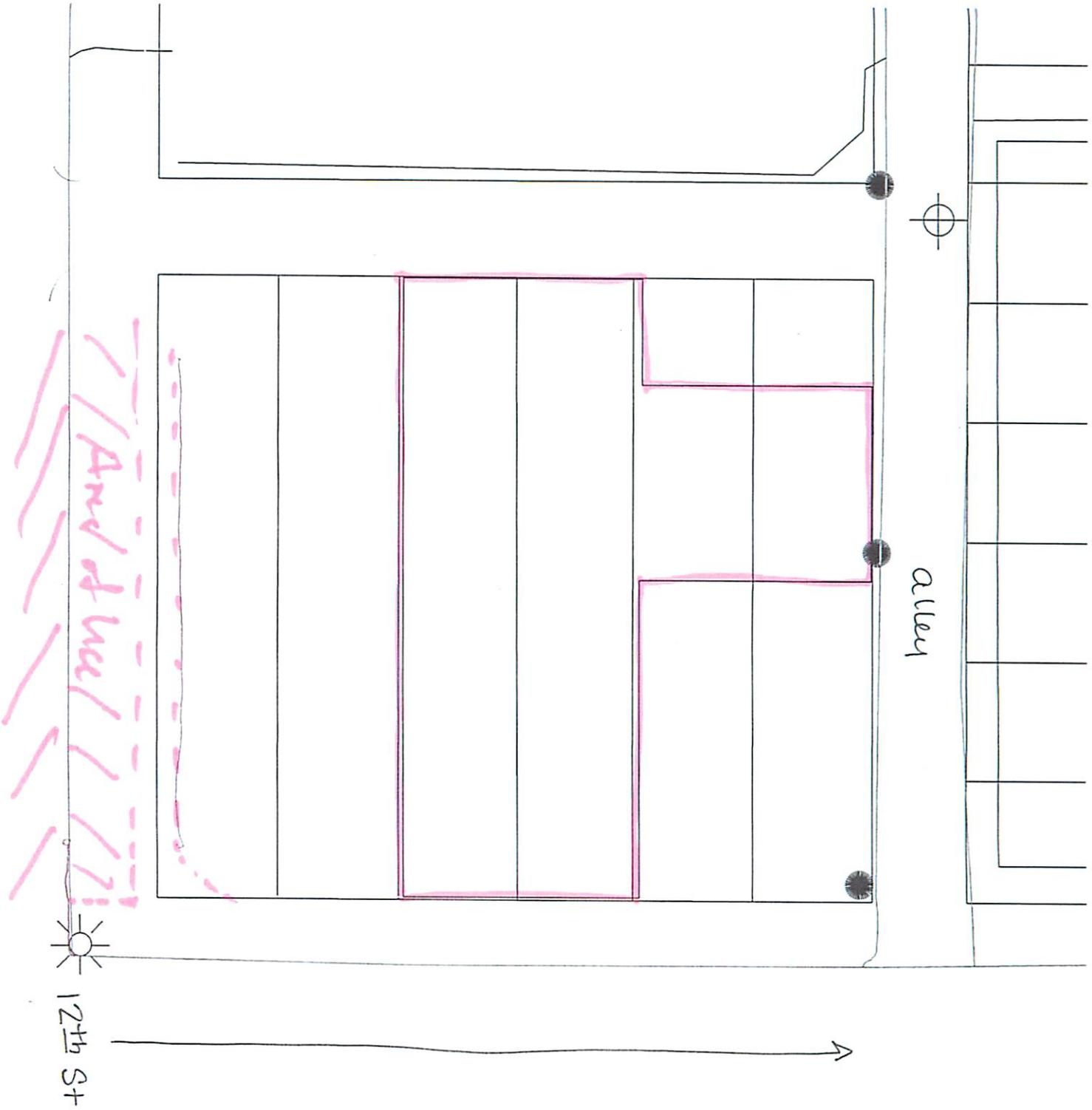
Matt Hall
Mayor

Date

Cynthia Baker
Administrative Services Officer

Date

Back



alley

12th St



U.S. Department
of Transportation
**Federal Aviation
Administration**

Northwest Mountain Region
Colorado · Idaho · Montana · Oregon · Utah
Washington · Wyoming

APR 11 2019
Denver Airports District Office
26805 E. 68th Ave., Suite 224
Denver, CO 80249

April 3, 2019

The Honorable Matt Hall, Mayor
City of Cody
1338 Rumsey Avenue
Cody, Wyoming 82414

Bucky Hall B.H.
Mr. ~~Jack~~ Way, Chairman
Yellowstone Regional Airport Joint Powers Board
2101 Roger Sedam Drive
Cody, Wyoming 82414

Dear Honorable Mayor Hall and Chairman *Hall B.H.* Way,

Enclosed are three copies of the Airport Improvement Program (AIP) "Agreement For Transfer of Entitlements." This agreement will transfer \$575,000 of fiscal years (FY) 2017 and 2019 AIP funds from Yellowstone Regional Airport to Sheridan County Airport. Please complete this agreement by having the authorized officials execute the appropriate sections. **Certification by the attorney should be completed following the acceptance and dated on or after the acceptance date.**

Your normal procedures for accepting documents such as this in accordance with local and state law should be followed, but evidence of such procedure is not required by the Federal Aviation Administration.

After execution and certification of the "Agreement For Transfer of Entitlements," please return two copies to this office. The other copy is for your records.

Sincerely,

John P. Bauer, Manager
Denver Airports District Office

Enclosures



Request for FAA Approval of Agreement for Transfer of Entitlements

In accordance with 49 USC § 47117(c)(2),

Name of Transferring Sponsor: City of Cody, Wyoming & Yellowstone Reg. Airport Joint Powers Board
hereby waives receipt of the following amount of funds apportioned to it under 49 USC § 47117(c) for the:

Name of Transferring Airport (and LOCID): Yellowstone Regional Airport (COD)

for each fiscal year listed below:

Entitlement Type (Passenger, Cargo or Nonprimary)	Fiscal Year	Amount
PNR	2017	\$ 16,029.00
PN	2019	\$ 558,971.00
Total		\$ 575,000.00

The Federal Aviation Administration has determined that the waived amount will be made available to:

Name of Airport (and LOCID) Receiving Transferred Entitlements:

Sheridan County Airport (SHR)

Name of Receiving Airport's Sponsor: Sheridan County, Wyoming

a public use airport in the same state or geographical areas as the transferring airport for eligible projects under 49 USC § 47104(a).

The waiver expires on the earlier of 09/30/2019 (date) or when the availability of apportioned funds lapses under 49 USC § 47117(b).

For the United States of America, Federal Aviation Administration:

Signature: _____

Name: John P. Bauer

Title: Manager, Denver Airports District Office

Date:

Certification of Transferring Sponsor

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this ____ day of _____, 2019

Name of Sponsor: City of Cody, Wyoming

Name of Sponsor's Authorized Official: _____

Title of Sponsor's Authorized Official: _____

Signature of Sponsor's Authorized Official: _____

Certificate of Transferring Sponsor's Attorney

I, _____, acting as Attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing Agreement under the laws of the state of _____. Further, I have examined the foregoing Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and 49 USC § 47101, et seq.

Dated at _____ (City, State),

this ____ day of _____, 2019

Signature of Sponsor's Attorney: _____

Certification of Transferring Sponsor

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 11 day of APRIL, 2019

Name of Sponsor: Yellowstone Reg. Airport Joint Powers Board

Name of Sponsor's Authorized Official: Bucky Hall

Title of Sponsor's Authorized Official: CHAIRMAN

Signature of Sponsor's Authorized Official: Bucky Hall

Certificate of Transferring Sponsor's Attorney

I, _____, acting as Attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing Agreement under the laws of the state of _____. Further, I have examined the foregoing Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and 49 USC § 47101, et seq.

Dated at _____ (City, State),

this ____ day of _____, 2019

Signature of Sponsor's Attorney: _____

AGENDA ITEM SUMMARY REPORT

Open Container Permits – Malt Beverage Permit

ACTION TO BE TAKEN

Approve an Open Container permit for May 30th in conjunction with the Street Closure approved at the April 16th meeting relating to the Morgan Car Show.

Approve a Malt Beverage Permit and Open Container Permit for Sept 21, in conjunction with the Buffalo Bill Cody Races approved at the April 16th meeting.

SUMMARY OF INFORMATION

With the Agenda request for the Morgan Car Show – The Irma did not include a request for an Open Container Permit and would like the ability for patrons to take their alcoholic beverage on to the street during the closure if applicable. This open container permit was approved last year without incidents occurring.

With the agenda request for the Buffalo Bill Cody Races, the event coordinator had included in their materials the need for a malt beverage permit and open container for City Park on this date, however this information did not get transferred to the Agenda Summary as part of the request. These permits were requested for previously, approved and no incidents have occurred in the past. The Event Coordinator does provide an area for the malt beverage to be served and consumed, along with following other applicable policies from the Alcohol Safety Checklist.

FISCAL IMPACT

\$230.00 if approved

ALTERNATIVES

RECOMMENDATION

1. Approve both requests
2. Deny requests

ATTACHMENTS

AGENDA & SUMMARY REPORT TO:

AGENDA ITEM NO. _____

MEETING DATE: MAY 7, 2019
DEPARTMENT: PARKS, RECREATION AND
PUBLIC FACILITIES
PREPARED BY: MIKE FINK
PRESENTED BY: RICK MANCHESTER

AGENDA ITEM SUMMARY REPORT

Request to Provide a Military Discount at the Recreation Center

ACTION TO BE TAKEN:

Motion for City Council to approve a 10 % Military Discount rate for memberships to the Recreation Center.

SUMMARY OF INFORMATION:

Active Military is listed on the Day passes at the Recreation Center. Council is asked to consider allowing all Military not just "Active Military" to receive the discount.

City Council is also being asked to consider a 10% discount for Military on new individual annual memberships or current individual annual memberships. This discount would take effect upon the member's annual renewal date.

FISCAL IMPACT

A 10 percent discount may lose some revenue if Annual Adults realize they can get their memberships cheaper if they change to a Military rate.

ALTERNATIVES

1. Approve the request as proposed.
2. Alter the request.
3. Keep Status Quo.



U.S. Department
of Transportation
**Federal Aviation
Administration**

Northwest Mountain Region
Colorado · Idaho · Montana · Oregon · Utah
Washington · Wyoming

Denver Airports District Office
26805 E. 68th Ave., Suite 224
Denver, CO 80249

April 30, 2019

The Honorable Matt Hall
Mayor, City of Cody
1338 Rumsey Avenue
Cody, Wyoming 82414

Dear Mayor Hall:

This letter is in reply to the Yellowstone Regional Airport's request for the release of approximately 2.47 acres of land at Yellowstone Regional Airport, Cody, Wyoming, from all the restrictions and conditions of agreements with the United States Government.

We have determined that the property (approximately 2.47 acres) described on the enclosed instrument of release is no longer needed for aeronautical purposes, and that the City of Cody is to be released from the terms and conditions of the various grant agreements which affect this land. Based on the request we have executed an Instrument of Release dated April 30, 2019.

In order to complete the release process we need a formally accepted and recorded (Volume and Page Number) copy of the Federal Aviation Administration (FAA) Instrument of Release.

Once the FAA Instrument of Release has been accepted and recorded, please update your Exhibit 'A' to reflect this change and send one full-size copy to our office.

If you have any questions, please contact Mr. Jesse Lyman at (303) 342-1262.

Sincerely,

Marc Miller, Acting Manager
Denver Airports District Office

Enclosure: Instrument of Release

INSTRUMENT OF RELEASE

THIS INSTRUMENT OF RELEASE, made by the United States of America, acting through the Federal Aviation Administration to the City of Cody, Wyoming.

WHEREAS,

The United States, acting by and through the Administrator, Federal Aviation Administration, granted Federal Funds for land acquisition and development of the Yellowstone Regional Airport, in Grant Agreements numbered FAAP 9-48-001-201 through FAAP 9-48-001-C804, ADAP 8-56-0006-01 through ADAP 8-56-0006-06, and AIP 3-56-0006-001-1983 through AIP 3-56-0006-039-2018; and

WHEREAS,

Said Grant Agreements provide that said land is for airports use, and

WHEREAS,

The Administrator of the Federal Aviation Administration has determined that the hereinafter described land no longer serves the purpose for which it was acquired and made subject to certain terms, conditions, reservations and restrictions in said Grant Agreement.

NOW THEREFORE, for and in consideration of the City of Cody, Wyoming, the Administrator of the Federal Aviation Administration, on behalf of the United States, hereby releases unto the City of Cody, Wyoming, the hereinafter described real property subject to the following provisions and reservations:

1. The City of Cody, Wyoming, agrees to continue to be bound by and further agrees to reserve unto itself, its successors and assigns in any instruments of transfer conveying title or any interest in the hereinafter described real property, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may

be inherent in the operation of aircraft now known or hereafter used for navigation of or flight in the said airspace and for use of said airspace for landing on, taking off from, or operating on Yellowstone Regional Airport.

2. That the City of Cody, Wyoming, expressly agrees for itself, its successors and assigns to prevent any use of the hereinafter described real property which would interfere with landing or taking off of aircraft at Yellowstone Regional Airport, or otherwise constitute an airport hazard. In the event the aforesaid covenant is breached, the grantor is to reserve the right to enter upon the land released hereunder and to remove the offending structure or object and to cut the offending growth, all of which shall be at the expense of the grantee.
3. That the City of Cody, Wyoming, agrees to lease, sell or otherwise dispose of the Property at fair market value and utilize the proceeds in accordance with the FAA Policy and Procedures Concerning the Use of Airport Revenue.

By this Instrument of Release, the United States of America by and through the Administrator, Federal Aviation Administration, hereby releases the real property described below from all the remaining conditions, reservations and restrictions except those reserved herein, contained in the identified Grant Agreements.

The real property is located within the City of Cody, State of Wyoming, and legally described as (see attached page):

PARCEL A

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN LOT 4 OF SECTION 4, TOWNSHIP 52 NORTH, RANGE 101 WEST OF THE 6TH PRINCIPAL MERIDIAN, PARK COUNTY, WYOMING, ACCORDING TO THE GOVERNMENT RESURVEY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CORNER 2 OF TRACT 60, TOWNSHIP 52 NORTH, RANGE 101 WEST;

- THENCE NORTH 82°16'58" EAST, A DISTANCE OF 655.77 FEET TO A POINT ON THE NORTHERN RIGHT-OF-WAY OF HIGHWAY 14-16-20, SAID POINT ALSO BEING THE POINT OF BEGINNING;
- THENCE NORTH 00°06'42" WEST, PARALLEL AND OFFSET 150.00 FEET FROM THE EAST LINE OF PAGE 886 OF DEED RECORDS OF THE PARK COUNTY CLERK AND RECORDER, A DISTANCE OF 290.00 FEET;
- THENCE SOUTH 88°47'12" EAST PARALLEL WITH THE NORTHERN RIGHT-OF-WAY OF HIGHWAY 14-16-20, A DISTANCE OF 296.49 FEET;
- THENCE SOUTH 43°41'03" EAST, A DISTANCE OF 215.00 FEET, TO A POINT ON THE NORTHERN RIGHT-OF-WAY OF ARROW AVENUE;
- THENCE SOUTH 47°43'59" WEST, ALONG THE NORTHERN RIGHT-OF-WAY OF ARROW AVENUE, A DISTANCE OF 200.00 FEET, TO A POINT BEING THE INTERSECTION OF THE NORTHERN RIGHT-OF-WAY OF ARROW AVENUE AND THE NORTHERN RIGHT-OF-WAY OF HIGHWAY 14-16-20;
- THENCE NORTH 88°47'12" WEST, ALONG THE NORTHERN RIGHT-OF-WAY OF HIGHWAY 14-16-20, A DISTANCE OF 296.42 FEET, MORE OR LESS TO THE POINT OF BEGINNING,

CONTAINING 2.47 ACRES, MORE OR LESS.

By its acceptance of this Instrument of Release the City of Cody, Wyoming, covenants and agrees for itself, its successors and assigns to comply with and observe all the limitations set forth herein, expressly limited to the above described property.

IN WITNESS WHEREOF the United States of America has caused this Instrument of Release to be executed as of the 30th day of April, 2019.

UNITED STATES OF AMERICA
Federal Aviation Administration

By 
Acting Manager, Denver Airports District Office

ATTEST:

ACCEPTED:

By _____

By _____
City of Cody, Wyoming

APPROVED:

Sponsor's Attorney

AGENDA ITEM SUMMARY REPORT

Street Closure –By Western Hands Grand Opening

ACTION TO BE TAKEN

Street Closure:

Consider a request from Kristin Fong, By Western Hands, for a street closure of 12th Street, from the alley north to Rumsey Avenue, from 1:00 p.m. to 9:00 p.m. on Saturday, June 8, 2019, with the actual Grand Opening Event running from 2:00 p.m. to 8:00 p.m.

Open Container Permit The event coordinator will be obtaining a catering permit (via a Retail License Holder_ for sale of alcohol within their facility but is also requesting an open container permit to allow patrons to have their beverage on the street during this event.

SUMMARY OF INFORMATION

By Western hands is pleased to announce its Grand Opening with the organization being open to the public for tours as well as partnering with neighboring businesses to host a free community celebration of western functional art. Live musical groups, food vendors, kids' activities and artist demonstrations are planned. As it related to the Open Container Permit, as in the past the coordinator will provide signage indicating no alcohol beyond this point, along with staff to assist in monitoring this regulation.

FISCAL IMPACT

Fiscal impact to the City of Cody will be minimal. The event organizers are only requesting that City assist them with some barricades during the event. Where and if applicable some set-up and tear down may be completed by event organizers. At the completion of the event, organizers will cover any costs incurred in the cleaning of the street.

ALTERNATIVES

RECOMMENDATION

1. Require proof of liability insurance.
2. Approve or deny request

ATTACHMENTS

1. City of Cody Agenda Request Forms

AGENDA & SUMMARY REPORT TO:

AGENDA ITEM NO. _____

City of Cody Agenda Request Form

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

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

Name of person to appear before the Council Kristin Fong

Organization Represented By Western Hands

Date you wish to appear before the Council April 18, 2019

Mailing Address PO Box 1661 Telephone 847-846-8300

E-Mail Address Director@ByWesternHands.org

Preferred form of contact: Telephone _____ E-Mail

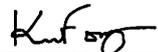
Names of all individuals who will speak on this topic Kristin Fong

Event Title (if applicable) By Western Hands Grand Opening

Date(s) of Event (if applicable) Saturday, June 8, 2019, 2:00pm-8:00pm

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary)
By Western Hands is pleased to announce its grand opening! The organization will be open for free public tours, and will partner with its neighbors to host a community celebration of western functional art. See attachment for proposed details.

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

Signature  Date 4.2.2019



P.O. Box 1661
Cody, WY 82414

By Western Hands is pleased to announce its grand opening! The organization will be open for public tours, and will partner with its neighbors to host a free community celebration of western functional art. See below for proposed details.

Run of event: 2:00pm --8:00pm
Street closed from alley north to Rumsey Avenue from 1:00pm--9:00pm

Celebration to begin with the Cody Chamber of Commerce Ambassadors ribbon cutting ceremony, outside of the BWH Design Center exterior doors.

Lineup of 2-3 musical groups for live music. Stage and tent to be set up on north end of block, facing Sheridan.

307 pizza truck to park outside of By Western Hands design center.

Cash bar to be operated by Chamberlin Inn.

By Western Hands design center to be open to the public. Regular curator-led tours, kids' coloring activities, and artist demonstrations in on-site workshop and outside of the building.

MEETING DATE MAY 7, 2019
DEPARTMENT: CODY POLICE
DEPARTMENT PREPARED BY: CHUCK
BAKER, CHIEF OF POLICE
DEPT. DIR. APPROVAL: _____ CITY
ADM. APPROVAL: _____

AGENDA ITEM SUMMARY REPORT

2019 Street Closure Request for The Wild Bunch Gunfighters

BACKGROUND

The "Wild Bunch Gunfighters" are requesting permission to hold Western Re-Enactment Gunfighter Shows June 3, 2019 through September 23, 2019 on 12th Street between Sheridan Avenue and the first alley south of Sheridan Avenue.

The City Council has approved similar requests in the past for a different gunfighter group.

This section of 12th Street is subject to closure requests for other events during the year.

SUMMARY

The purpose of this closure is to allow the "Wild Bunch Gunfighters" to entertain the general public and visitors of Cody. The Wild Bunch Gunfighters will provide a scripted theatrical type event that re-enacts old western days. These shows include the discharging of replica firearms that are incapable of expelling any projectiles by the action of an explosion using manufactured blank ammunitions

The Wild Bunch Gunfighter presentation will take place during the following time period:

June 3, 2019 through September 23,
2019 Monday through Saturday,
5:00 PM through 7:00 PM.

No alcohol will be permitted in the street.

REQUEST(S) OF EVENT ORGANIZER

Street Closure

The closure of 12th Street between Sheridan Avenue and the first alley south of Sheridan Avenue from 5:00 p.m. through 7:00 p.m., from June 3, 2019 through September 23, 2019

FISCAL IMPACT

There is no fiscal impact to the City of Cody.

The event organizers provide the barricades, signage, and personnel for set-up and tear-down.

The event organizers clean the street following each performance.

AGENDA ITEM NO. _____

ALTERNATIVES

The Wild Bunch Gunfighters would need to select a different public location and submit another closure request, or private property should the Council deny this request.

RECOMMENDATION

Staff recommendation is that this request be approved for the above time frame pursuant to the Wild Bunch Gunfighters agreement of the conditions to discharge the replica firearms as outlined by the Chief of Police. Require applicant to provide proof of liability insurance prior to the event.

ATTACHMENTS

1. City of Cody Agenda Request From
2. Conditions to discharge firearms.

AGENDA & SUMMARY REPORT TO:

City of Cody Agenda Request Form

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

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

Name of person to appear before the Council

Organization Represented

Andy DiPiazza Di Piazza

Date you wish to appear before the Council

next one

Mailing Address

Telephone

E-Mail Address

none

2504046

Preferred form of contact: Telephone

E-

Names of all individuals who will speak on this topic

Mail

same

Event Title (if applicable)

Boss

Date(s) of Event (if applicable)

any

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

to close off street by the Irma hotel

June 3rd

Sept 20th

5pm - 7pm

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

city Baker

Signature

Ben Montin

Date

4/9/10



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/9/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

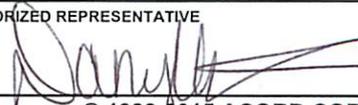
PRODUCER COMMERCIAL RISK MANAGERS LLC 27 Grand Avenue Billings, MT 59101	CONTACT NAME: PHONE (A/C, No, Ext): (406)294-0202	FAX (A/C, No): (406)294-8228
	E-MAIL ADDRESS:	
INSURED WILD BUNCH ENTERTAINERS PO BOX 2534 COBY WY 82414	INSURER(S) AFFORDING COVERAGE	
	INSURER A: EVANSTON INSURANCE COMPANY	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			3AA172477	6/3/2019	9/23/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						MED EXP (Any one person) \$ 1,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						PERSONAL & ADV INJURY \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							DEDUCTIBLE \$ 500
							COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							EACH OCCURRENCE \$
							AGGREGATE \$
							\$
							PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CITY OF CODY	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

POLICE DEPARTMENT
CITY OF CODY

To: Cody Gunfighters

From: Chuck Baker, Chief of Police

Date: April 16, 2019

Subject: Conditions for Discharging Weapons in the City for the Wild Bunch Gunfighter Summer 2019 Re-Enactment Shows.

Pursuant to City of Cody Code Section 5-4-1, the discharging of any firearms in city limits are prohibited, except by permission of the chief of police or city council. This memorandum outlines the conditions which the Wild Bunch Gunfighters must follow in order for the chief of police and city council to grant permission to the Wild Bunch Gunfighters or any participants in the Cody Wild Bunch Gunfighter Summer 2017 Re-Enactment Shows that will be discharging blank cartridge ammunitions. The chief of police or his designee retains the right to revoke the permission granted to discharge firearms at any time.

- The discharging or firing of blanks from replica firearms will only be permitted on the designated section of 12th Street subject to the closure request during the Wild Bunch Gunfighter Shows during the listed dates and times.
 - June 3, 2019 through September 21, 2019. Monday through Saturday, 5:30 PM through 7:00 PM.
- The Wild Bunch Gunfighters will use replica blank firearms incapable of expelling a projectile by the action of an explosion and will only use blank cartridge ammunitions produced by a reputable manufacturer. The manufacturer's recommended safety standards shall be followed.
- During the discharge of period firearms (shotgun only) using blank loads or blank cartridge ammunitions, all shotguns shall be elevated and aimed upward above building skyline to ensure spectator safety.
- Wild Bunch Gunfighters shall adopt a set of "Safety Rules" and all members shall be familiar with the rules and shall receive a copy of the rules. A copy of the 2019 Wild Bunch Gunfighter Safety Rules will be provided to the Chief of Police prior to June 3, 2019 and any revision to the rules will be reported to the Chief of Police prior to the next Wild Bunch Gunfighter show.

- An independent third party will be designated as the “Site Safety Manager”.
 - Site Safety Managers shall have experience working with the type of firearms being used, knowledge of their use, safe handling and safekeeping, and familiarity with the blank munitions utilized by the Wild Bunch Gunfighters.
 - Site Safety Managers will be responsible for ensuring the Safety Rules adopted by the Wild Bunch Gunfighters are strictly adhered to and enforced.
 - A Site Safety Manager will be on site at all times during the shows to monitor overall safety, and will not be involved in the actual show performances.
 - Site Safety Managers immediate contact information will be provided to the Police Department.
 - Site Safety Manager has final say of any safety issues. All firearms used during the events are under his/her direct control even when being held by an actor.
 - The Site Safety Manager will work with the Wild Bunch Gunfighter actors, set design and script writers to ensure site safety for both actors and visitors.

In addition to the conditions described herein, the Wild Bunch Gunfighters shall comply with any and all other conditions imposed by the Governing Body of the City of Cody.

- A roster of all Wild Bunch Gunfighters will be provided to the Chief of Police prior to June 3, 2019 and any revisions to the list will be reported to the Chief of Police prior to the next Wild Bunch Gunfighter Show.
- Pursuant to Ordinance 5-4-1 the Chief of Police or their designee has the authority to immediately suspend the authority to discharge firearms in city limits.
- Any complaints received about the discharge of these weapons during the events or violations of the Wild Bunch Gunfighter Safety Rules will be forwarded to office of the Chief of Police as soon as practical.

- The Wild Bunch Gunfighters shall obtain and have in place prior to its first performance in 2019 a liability insurance policy covering property damage, injuries, and death arising in any way from the gun show, and any activities associated with or related to the gun show, or from the acts, errors or omissions of its participants and members in relation to the gun show. Such policy shall have limits of not less than \$1,000,000.00 (One Million) per occurrence, and \$2,000,000.00 (Two Million) in the aggregate.

IT SHALL BE THE RESPONSIBILITY OF THE WILD BUNCH GUNFIGHTERS AND THE PARTICIPANTS TO READ, UNDERSTAND AND COMPLY WITH THESE CONDITIONS, THE RULES ADOPTED BY THE WILD BUNCH GUNFIGHTERS, AND ANY OTHER CONDITIONS REQUIRED BY THE GOVERNING BODY OF THE CITY OF CODY. THE WILD BUNCH GUNFIGHTERS SHALL ENSURE THEY CONDUCT THE GUN SHOWS IN A SAFE AND PRUDENT MANNER THAT PROTECTS THE PARTICIPANTS, SPECTATORS AND PEOPLE IN THE AREA OF THE GUN SHOW. THE CITY OF CODY, THE CODY POLICE DEPARTMENT AND IT EMPLOYEES, AGENTS, REPRESENTATIVES AND OFFICIALS WILL NOT INSPECT, SUPERVISE OR OVERSEE THE FIREARMS, AMMUNITION, THE LOADING OF FIREARMS, OR ANY ASPECT OF THE PERFORMANCE OF THE GUN SHOW.

Charles A. Baker, Chief of Police

Date

President, Wild Bunch Gunfighters
(Or their Designee)

Date

LOAN AGREEMENT

This Loan Agreement (this "Agreement") is entered into this ____ day of _____, 2019, between **the Harry Jackson Museum (dba Harry Jackson Institute)**, a Wyoming organization (hereinafter referred to as the "Lender") and **the City of Cody, Wyoming**, a municipal corporation (hereinafter CITY), and the Cody Public Art Committee (hereinafter CPAC), a Committee appointed by the Governing Body of the City of Cody, (hereinafter referred to as the "Borrower"), a Wyoming Municipality.

WITNESSETH

WHEREAS, the Lender owns and possesses the work of art created by artist Harry Jackson, as listed on Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Work"), which describes each work and its condition; and

WHEREAS, the Lender is willing to waive customary exhibit fees and to loan the Work to the Borrower; and

WHEREAS, the Borrower wishes to display artwork on property owned by the Borrower as part of its Cody Public Art Program during the Term herein defined (the "Loan Period").

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Term. The Term of the loan shall commence on the __th day of April, 2019 (the "Commencement Date"), and to expire on the __th day of September, 2024 (the "Expiration Date") unless sooner terminated by the parties.

2. Uses of Works. All uses of the Works during the Loan Period must be consistent with the mission statement of the Borrower at the time of the signing of this agreement. Any changes to the mission statement must be communicated in writing to the Lender.

3. Location during the Loan Period. The work will be held at Cody City Park (or other location mutually agreed upon by the Lender and Borrower), during the Loan Period. It is understood that at all times, unless authorized in writing by the Lender or pursuant to Section 7 of this Agreement, the Works will remain in the possession of the Borrower at the location set forth above until the termination of this Agreement and the return of the Works pursuant to this Agreement.

4. Credit Line. The credit line for exhibition, catalog and publicity purposes shall read as follows:

This work is made available by the courtesy of the Harry Jackson Institute.
Sor Capanna by Harry Jackson © Harry Jackson Trust 1961, all rights reserved

5. Copyright. Borrower must make a written request to photograph or scan the Works (or use any existing digital file containing an image of the Works) for reproduction in a catalog

or for educational, documentary, or promotional material, and publicity or marketing purposes, including digital use of the images. Written permission by Harry A. Jackson Trust 7/28/1994, who also owns the copyright for each Work, will not be unreasonably withheld. If reproduction of the Works is permitted for any purpose and photographs are taken by the Borrower, when available, Borrower shall promptly furnish Lender with one copy set of the photographs in digital file.

6. Commercial Reproduction; Touring Exhibition. The Borrower may not reproduce the image of any of the Works for postcards, slides, posters, memorabilia, or other commercial purposes unless authorized in writing. The Borrower does not have the right to transfer any publishing rights to any third party without separate, written permission given by the Harry A. Jackson Trust 7/28/1994. Any published reproduction of the Works must give credit as detailed in Section 5.

7. Insurance. Insurance for the Works shall be the sole and exclusive responsibility of the Borrower. The Works will be insured for the values stated on Schedule "A" attached hereto; provided, however, if the current market value of any of the Works based on an independent third party appraisal shall increase from the date of the signing of this Agreement to the end of the Exhibition, then the Borrower shall increase the insurance coverage from the stated value as shown on Schedule "A" to the current market value. The Borrower has provided the Lender a certificate evidencing such insurance coverage, and Borrower accepts such insurance as satisfactory.

8. Shipping. Borrower will make all arrangements for shipping the Works to the Borrower and will pay any packaging and shipping costs associated with shipping the Works to the Borrower. At the end of the Term, Borrower will arrange and pay for all necessary steps to return the Works to the Lender. Lender or any designated representatives will be notified and permitted to observe the delivery of the Works to the Borrower and unpacking of the Works at the Borrower's location, as well as packing the Works at the conclusion of the Initial or any Renewal Term. The Works will be returned packed in the same manner as received, unless otherwise authorized by the Lender. The parties shall mutually select professional staff who are qualified for the handling, packing and shipping of fine art. The person mutually selected by the parties will pack the objects in their transportation cases and will prepare condition reports prior to transport. Unpacking and repacking will be carried out by experienced personnel chosen by both parties under competent supervision by a party chosen by both parties.

9. Care, Preservation, and Exhibition. The Works will receive the same degree of care that the Borrower gives comparable property of its own, including the same precautions the Borrower takes to protect City Park property from vandalism, fire, theft, mishandling, while in the Borrower's custody in a manner consistent with the standards set out by the American Alliance of Museums or to the best of the Borrower's ability. Borrower will not provide security guards, cameras or other security measures. It is understood that the Cody Public Arts Committee will provide maintenance and cleaning of the sculpture. Evidence of damage at the time of receipt or while in the Borrower's custody will be reported immediately to the Lender. The Borrower shall take such steps as seem reasonably necessary to protect the integrity of the Works and will not perform any conservation any of the Works without the written consent of the Lender. Lender understands that the Borrower is not a member of the AAM but expects the Borrower to maintain and preserve the Works to the best of their ability, which includes cleaning

the Works twice a year using a mild dish soap and water with a soft cloth. Borrower may use museum quality paste wax (such as Renaissance Wax, which will be applied according to manufacturer's directions.

The Lender shall cooperate with and assist The Borrower to ensure a safe and secure presentation upon a concrete pedestal, unless the parties mutually agree upon another material for the pedestal in advance of delivery of the artwork to the site. At least six weeks prior to installation of the artwork, the Lender must provide the Borrower with precise and exact dimensions of the artwork, and the Lender must also provide a template of the artwork attachments points. The Borrower shall make the final determination as to the location of the artwork, but will advise the Lender prior to commencing construction of the pedestal. The Borrower reserves the right to refuse to accept or display the artwork if it determines that the artwork is in poor or unsatisfactory condition; is unsuitable for display; presents safety risks to the public; unreasonably obstructs or impedes pedestrian traffic; or if the artwork differs in a material way from the description on attachment "A".

10. Significant Restoration or Maintenance of Works. Any necessary restoration or maintenance to the Works beyond normal care and preservation must be approved in writing by the Lender. The Works must not be repaired, retouched or cleaned without written permission of the Lender.

11. Academic Research. Any research or other interpretation of the Works made known or delivered to the Borrower or created by the Borrower while the Works are in Borrower's possession shall be shared with the Lender.

12. Return of Works to Lender. The Works will be returned only to the Lender or to a location mutually agreed upon in writing by the parties.

13. Right of Access. Upon 48 hours advance notice to Borrower, Lender, or Lender's agents, shall have the right to inspect the Works during normal business hours of the Borrower.

14. Warranties. Lender warrants to Borrower that it is the sole owner of the Works and that it has indefeasible title and interest in the Works, free and clear of any liens, claims, or encumbrances of any kind.

15. Liability. The Lender assumes no liability for damages or injuries resulting from the Borrower's display of the Work.

16. Default; Lender's Remedies. Borrower shall be in default of this Agreement if it fails to abide by any of the terms and conditions of this Agreement. In the event of default, Lender shall provide Borrower written notice of said default. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice will result in the termination of the Agreement. If Borrower fails to cure its Default as detailed in the Notice of Default, then this Agreement shall terminate and Borrower must return the Works immediately pursuant to this Agreement. .

17. Assignment. Borrower shall not assign this Agreement and any rights or obligations hereunder without the express written approval of Lender.

18. Governing Law. This Agreement shall be construed and controlled by the substantive laws of the State of Wyoming. The City of Cody does not waive its governmental immunity, and specifically retains the right to assert immunity as a defense to any action arising under this Agreement, and further retains all other defenses, limitations and immunities granted to it by Wyoming law.

19. Entire Agreement. This Agreement and all exhibits and attachments shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall be deemed to merge all prior and contemporaneous agreements, communications and understandings (both written and oral). This Agreement shall not be modified except by a written agreement signed on behalf of Lender and Borrower by their respective duly authorized representatives.

In witness whereof, the parties have executed this Agreement, effective as of the date first above written.

“LENDER”:

Harry Jackson Institute

By: _____
Mark O. Harris, President

“BORROWER”:

City of Cody, Wyoming

By: _____

Attachment A



Sor Capanna is a life size bronze by the late Harry Jackson

Insurance Value: Twenty thousand dollars (\$20,000)

Base for the bronze should meet ADA requirements at a minimum

DONATION AGREEMENT

The Park County Library Foundation [hereinafter "Foundation"] has purchased a "Free Notes Harmony" outdoor instrument collection in the Cody City Park.

This instrument collection is donated for the use of the citizens of and visitors to the City of Cody [hereinafter "City"] for their entertainment and enjoyment. The City Council has approved this installation and hereby accepts this donation.

It is the understanding of the Foundation and the City that by accepting this gift the City assumes all responsibility for its care, maintenance and repair.

Acknowledged this _____, day of _____, 2019 by:

Chairperson, Foundation Board

Mayor, City of Cody

MEETING DATE:	MAY 7, 2019
DEPARTMENT:	COMMUNITY DEVELOPMENT
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____
PRESENTED BY:	TODD STOWELL

AGENDA ITEM SUMMARY REPORT

Blackburn 2 Minor Subdivision, a 2-lot Subdivision of 2418 G Avenue

ACTIONS TO BE TAKEN

Approve the preliminary plat and final plat for a 2-lot minor subdivision of 2418 G Avenue, subject to conditions.

SUMMARY

The Higbie Family Revocable Trust has submitted an application for a two-lot minor subdivision of Lot 1 of the Blackburn Planned Unit Development. The property is 0.75 acres in size and located southwest of the Blackburn Street and G Avenue intersection. Proposed Lot 1A contains an existing 6,000 sq. ft. building used as a gymnastics school. Lot 2A is vacant.



The preliminary plat and final plat drawings are attached, as well as the staff report to the Planning and Zoning Board that contains additional analysis and detail.

The subdivision is rather straight-forward in that the vacant lot has all required utilities already available, except that the transformer to be used needs upgraded. The subdivision appropriately accommodates access to the overflow parking on the south side of the gymnastics building with a 24-foot wide joint access easement.

Variances to the alley and sidewalk requirements are recommended, as they would not tie into any other alleys or sidewalks.

RECOMMENDATION:

The Planning and Zoning Board recommends that the City Council grant the variances for waiver of sidewalks and alleys; and,

Approve the preliminary plat and final plat of Blackburn 2 Minor Subdivision as presented, subject to payment for the transformer upgrade occurring before the final plat is signed by the mayor (approximately \$301).

ATTACHMENTS:

Planning and Zoning Board packet, with the Preliminary Plat and Final Plat

AGENDA & SUMMARY REPORT TO:

Ed Higbie
Sage Civil Engineering

AGENDA ITEM NO. _____

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

MEETING DATE:	APRIL 23, 2019	TYPE OF ACTION NEEDED	
AGENDA ITEM:		P&Z BOARD APPROVAL:	
SUBJECT:	BLACKBURN 2 MINOR SUBDIVISION— A TWO-LOT PRELIMINARY AND FINAL PLAT APPLICATION. SUB 2019-03	RECOMMENDATION TO COUNCIL:	X
PREPARED BY:	TODD STOWELL, CITY PLANNER	DISCUSSION ONLY:	

PROJECT OVERVIEW

The Higbie Family Revocable Trust has submitted an application for a two-lot minor subdivision of Lot 1 of the Blackburn Planned Unit Development. The property is 0.75 acres in size and located southwest of the Blackburn Street and G Avenue intersection. Proposed Lot 1A contains an existing 6,000 sq. ft. building used as a gymnastics school. Lot 2A is vacant.



SUBDIVISION REGULATIONS

Applicable 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- No new public streets or alleys are proposed.

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

Comment- The Master Street Plan does not indicate any future streets through this property.

Items "C" through "O" are standards that relate to construction of new public streets and are not applicable to this project.

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...

Comment: The Blackburn PUD, of which this property is a part, was not designed with alleys. A variance to the alley requirement is requested.

Q. Curb, Gutter, Sidewalk, Paved Streets...

Comment: G Avenue and much of the section of Blackburn Street that borders this property are private streets, constructed to applicable street standards as part of the Blackburn PUD, with the exception that sidewalks were waived in this part of the development. The applicant requests that sidewalk also be waived at this time. It is noted that this subdivision will not modify the private status of the streets.

Items "R" through "T" are standards that relate to streets and drainage that are not applicable to this project, with the exception of part of "T" relating to storm water drainage.

Comment: The Blackburn PUD subdivision was designed to capture and retain all runoff from this part of the subdivision in a central detention basin, based on a total of 10,000 square feet of building per lot and the balance of the property in gravel. Development of the vacant lot will include a review of the storm water situation to be sure both combined lots do not exceed the design factors.

U. Lot Requirements:

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

Comment: The property is zoned D-3 which has no minimum lot size requirement.

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

Comment: Met.

3. Side lot line shall be at approximately right angles to the street line on which the lot faces. Comment: Met.

4. Strip lots...will be prohibited. Comment: Not applicable.

V. Blocks:... Comment: Met.

Section 11-5-1, DEVELOPMENT AND IMPROVEMENT also includes standards for construction, applicable sections are noted below.

1. Fire Hydrants: Fire hydrants shall be installed at intervals not to exceed five hundred feet (500') between hydrants and provided with standard hose connections as specified by the fire department.

Staff Comment: A hydrant exists across Blackburn Street near the south property line.

J. Open Drains, Irrigation Ditches: All open drains and irrigation ditches shall be buried or, if possible, eliminated.

Staff Comment: No canals or ditches cross the property.

M. Street Lighting: Street lighting shall be installed according to the standards and requirements established by the city electrical commissioner, the cost of which will be borne by the subdivider.

Staff Comment: Street lighting exists on both G Avenue and Blackburn Street.

N. Public Use Areas: ...

Comment: Minor subdivisions are exempt from this requirement.

OTHER:

Utilities: Sewer, water and gas services have been installed to both lots—Lot 1A had new services installed when the building was constructed, so Lot 2A will be able to utilize the water and sewer and gas connections that were installed in the original subdivision. They are located at the southeast corner of the property. For power, Lot 2A will tie into the existing transformer near the NW corner of Lot 1A, except the transformer will need to be upgraded. As we have another application for development of the property immediately west that will also use the same transformer, we are able to split the cost between the two projects (Approximately \$301 each.)

It is noted that the sewer system serving the lots is a private system that is maintained under the Blackburn PUD Lot Owners Association. The covenants and bylaws are recorded and apply to this property.

Irrigation: There are no surface water rights on the property. Any irrigation will need to be from the domestic water supply.

Parking/Common Access: The gymnastics program was authorized in the building based on the area to the south being available for overflow parking. It is not generally needed on a daily basis, only when they have competitions or other large events. The proposed lot line accommodates one row of parking along the south side of the building (approximately 12 spaces), with a 24-foot common access easement/aisle to the south. This meets the required backup and aisle width of the parking ordinance. (Note: preliminary plat not updated with 24-foot easement.)

SUMMARY:

The criteria of 11-5-2(B) for granting a variance to the subdivision requirements or a waiver to allow delay of construction for street improvements are as follows:

B. Variances: 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.

In the case of the requested alley variance, a potential finding is that there are no alleys to tie into, and that the lots are sufficiently large to permit all alley purposes (utility corridor and garbage collection) to be accommodated within the lots.

In the case of the waiver of sidewalk, a potential finding is that the sidewalk in this area was previously waived, so there is no sidewalk system to tie into.

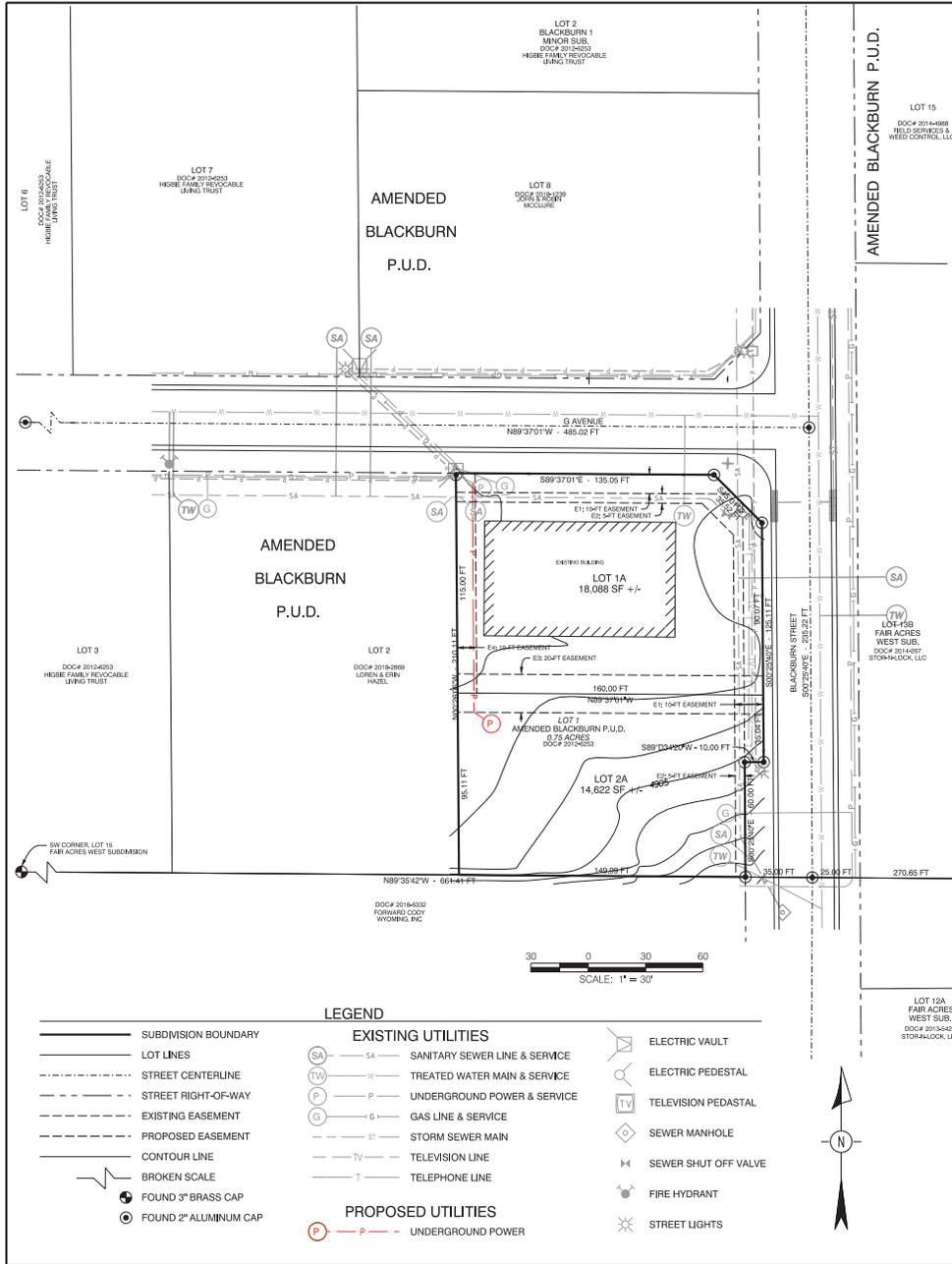
RECOMMENDATION:

Recommend that City Council approve the requested variances for waiver of sidewalks and alleys; and,

Recommend that City Council approve the preliminary plat and final plat of Blackburn 2 Minor Subdivision as presented, subject to payment for the transformer upgrade occurring before the final plat is signed by the mayor.

ATTACHMENTS:

Blackburn 2 Preliminary and Final Plats



SUBDIVISION NOTES

- TOTAL SUBDIVISION AREA IS 0.75 ACRES, MORE OR LESS.
- PROPOSED SITE USAGE IS COMMERCIAL.
- ZONING FOR THIS SUBDIVISION IS D-3. ALL ADJACENT ZONING IS D-3.
- EXISTING UTILITIES (REFER TO BLACKBURN P.U.D. RECORD DRAWINGS) CITY OF CODY:
TREATED WATER: 6 FT DEPTH (APPROX.)
ELECTRICAL: 36-48 IN DEPTH (APPROX.)
BLACKBURN PUD H.O.A.
SANITARY SEWER: 3-IN PVC, 7 FT DEPTH (APPROX.)
ENERGY WEST - GAS LINES 3 FT DEPTH (APPROX.)
TCT- EXISTING WITHIN 10-FT EASEMENT ALONG EAST SIDE OF SUBDIVISION CHARTER- EXISTING WITHIN 10-FT EASEMENT ALONG EAST SIDE OF SUBDIVISION CENTURY LINK- EXISTING WITHIN 10-FT EASEMENT ALONG EAST SIDE OF SUBDIVISION CODY CANAL - NOT IN THE AREA
NRW - NOT IN THE AREA
- WATER RIGHTS FOR THIS PROPERTY HAVE BEEN DETACHED.
- AVERAGE SITE ELEVATION IS 4903 FEET, CONTOURS ARE SHOWN AT 1-FOOT INTERVALS. NO CHANGES ARE PROPOSED WITHIN THIS SUBDIVISION AT THIS TIME.

DESCRIPTION OF LANDS

A PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 1 OF THE AMENDED BLACKBURN P.U.D. AS RECORDED IN PLAT CABINET K, PAGE 162, ON FILE IN THE OFFICE OF THE PARK COUNTY CLERK LOCATED WITHIN LOT 15 OF THE FAIR ACRES WEST SUBDIVISION, BEING A PART OF TRACT 40, RESURVEY T.53N, R.101W., 6TH P.M., CITY OF CODY, PARK COUNTY, WYOMING.

EASEMENT NOTES

EXISTING EASEMENTS:

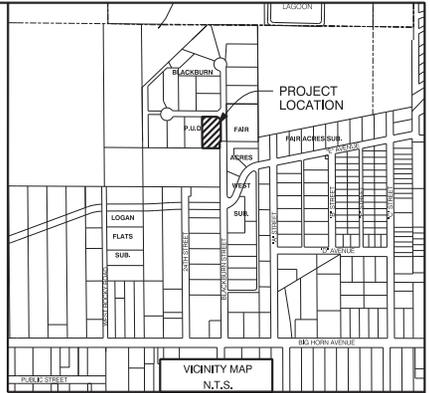
- AN EXISTING 10-FT WIDE UTILITY EASEMENT ALONG THE NORTH AND EAST BOUNDARIES OF LOT 1 ACCORDING TO THE AMENDED PLAT OF BLACKBURN PUD.
- AN EXISTING 5-FT WIDE SANITARY SEWER EASEMENT ALONG THE NORTH AND EAST BOUNDARIES OF LOT 1 ACCORDING TO THE AMENDED PLAT OF BLACKBURN SUBDIVISION.

PROPOSED EASEMENTS:

- A PROPOSED 20-FT WIDE INGRESS/EGRESS ACCESS EASEMENT ALONG THE LINE COMMON TO LOT 1A AND LOT 2A SHOWN HEREON.
- A PROPOSED 10-FT WIDE EASEMENT ALONG THE WEST BOUNDARY OF LOT 1A SHOWN HEREON.

REQUESTED VARIANCES

- CITY ORDINANCE 11-4-2 (P): A VARIANCE TO THE REQUIREMENT FOR ALLEYS IS HEREBY REQUESTED.
- CITY ORDINANCE 11-4-2 (Q): A VARIANCE TO THE REQUIREMENT FOR SIDEWALKS IS HEREBY REQUESTED.



SURVEY NOTES

- BEARING BASE: BEARINGS SHOWN ON THIS PLAT ARE GEODETIC BASED ON THE WYOMING STATE PLANE COORDINATE SYSTEM, NAD83(2011), WYOMING WEST CENTRAL ZONE.
- GRID DISTANCES HAVE BEEN SCALED ACCORDING TO THE CITY OF CODY DATUM: 1/CSF = 1,0002978.
- ALL SURVEY WORK WAS COMPLETED TO AN ACCURACY OF 1:15,000.
- TOTAL SUBDIVISION AREA IS 0.75 ACRES.

CERTIFICATE OF SURVEYOR

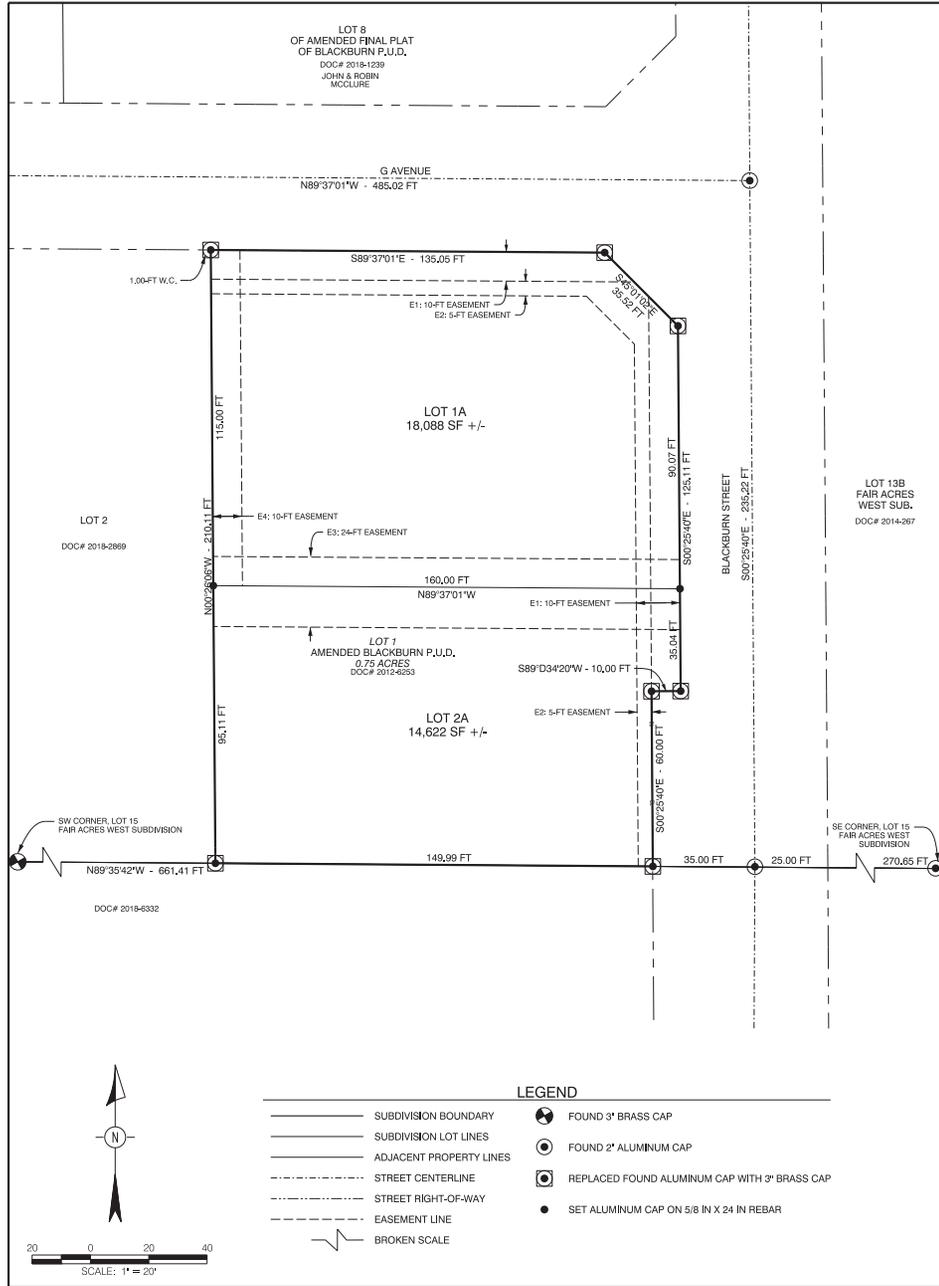
I, BRETT J. FARMER, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY STATE AS FOLLOWS: THE INFORMATION SHOWN HEREON IS BASED ON RECORDS ON FILE IN THE OFFICE OF THE PARK COUNTY CLERK AND ON FIELD SURVEY WORK PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT THIS PRELIMINARY PLAT SHOWS THE DIVISION OF LOT 1 OF THE AMENDED BLACKBURN P.U.D. WITHIN THE CITY OF CODY, PARK COUNTY, WYOMING, INTO LOT 1A AND LOT 2A; THAT THE LANDS SURVEYED ARE CORRECTLY DESCRIBED IN THE DESCRIPTION OF LANDS AND THE SUBDIVISION THEREOF IS CORRECTLY SHOWN ON THIS PLAT, WHICH IS DRAWN TO THE SCALE INDICATED; AND THAT THE INFORMATION SHOWN HEREON IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

PRELIMINARY PLAT

MINOR SUBDIVISION

BEING A DIVISION OF LOT 1 OF THE AMENDED BLACKBURN P.U.D., TRACT 40, RESURVEY T.53N, R.101W., 6TH P.M., CITY OF CODY, PARK COUNTY, WYOMING

<p>DEVELOPER / OWNER:</p> <p>HIGBIE FAMILY REVOCABLE TRUST 213 N. 44TH STREET CODY, WY 82414</p> <p>DOC# 2012-6253</p>	<p>SAGE CIVIL ENGINEERING AND SURVEYING</p> <p>3851 8th HORN AVE. CODY, WY 82414 307-527-8915</p>
<p>MARCH 12, 2019 DRAWN BY: BJA, SP</p>	<p>PROJECT #: 2018-08 INCH_PLAT.DWG</p>
<p>FIELD SURVEY: AUGUST 2018-NOVEMBER 2018 BY: B.J.F.</p>	<p>FIELD BOOKS:</p>



CERTIFICATE OF OWNER

KNOW ALL PERSONS BY THESE PRESENTS THAT WE, THE UNDERSIGNED, ALL HEIRS AND/OR ASSIGNS HEREBY CERTIFY THAT WE ARE THE OWNERS AND PROPRIETORS OF THE LANDS NOTED HEREON IN THE DESCRIPTION OF LANDS THAT WE HAVE CAUSED SAID LANDS TO BE SURVEYED; THAT THE SUBDIVISION OF SAID LANDS IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS; THAT WE, THE UNDERSIGNED, HEREBY DEDICATE THE EASEMENTS SHOWN FOR THE PURPOSES NOTED HEREON, THAT SAID LANDS ARE SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY AND MINERAL RIGHTS OR RESERVATIONS OF RECORD; AND, THAT ANY RIGHTS BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF WYOMING ARE HEREBY RELEASED AND WAIVED.

EDWIN E. HIGBIE - TRUSTEE, HIGBIE FAMILY REVOCABLE LIVING TRUST
CAROL L. HIGBIE - TRUSTEE, HIGBIE FAMILY REVOCABLE LIVING TRUST

STATE OF WYOMING }
COUNTY OF PARK } SS

THE FOREGOING CERTIFICATE OF OWNER WAS ACKNOWLEDGED BEFORE ME BY EDWIN E. HIGBIE AND CAROL L. HIGBIE ON THIS _____ DAY OF _____, 20____, WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____
MY COMMISSION EXPIRES: _____

DESCRIPTION OF LANDS

A PARCEL OF LAND AS RECORDED IN DOC# 2012-6253 ON FILE IN THE OFFICE OF THE PARK COUNTY CLERK AND RECORDER, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 1 OF THE AMENDED BLACKBURN P.U.D. AS RECORDED IN PLAT CABINET K, PAGE 162, LOCATED WITHIN LOT 15 OF THE FAIR ACRES WEST SUBDIVISION, BEING A PART OF TRACT 40, RESURVEY T.53N., R.101W., 6TH P.M., CITY OF CODY, PARK COUNTY, WYOMING.

- SUBDIVISION NOTES**
- BEARING BASE IS GEODETIC BASED ON THE WYOMING STATE PLANE COORDINATE SYSTEM, NAD83(2011), WYOMING WEST CENTRAL ZONE. GRID DISTANCES HAVE BEEN SCALED ACCORDING TO THE CODY DATUM. 1/CSF=1,0002978.
 - ALL SURVEY WORK WAS COMPLETED TO AN ACCURACY OF 1:15,000.
 - UNITS SHOWN HEREON ARE U.S. SURVEY FEET.
 - TOTAL SUBDIVISION AREA IS 0.75 ACRES.
 - THIS SURVEYOR DID NOT COMPLETE AN ABSTRACT TITLE SEARCH AS PART OF THIS SURVEY. THE LANDS WITHIN THE BLACKBURN 2 MINOR SUBDIVISION MAY BE SUBJECT TO ADDITIONAL EASEMENTS OR RIGHTS-OF-WAY NOT SHOWN HEREON.
 - SANITARY SEWER SERVICE FOR ALL LOTS IN THE SUBDIVISION IS PROVIDED BY A PRESSURIZED SEWER SYSTEM DESIGNED TO PUMP EFFLUENT UPHILL TO THE MANHOLE AT BLACKBURN STREET AND "E" AVENUE. AN APPROPRIATELY SIZED AND DESIGNED GRINDER PUMP SYSTEM IS NECESSARY FOR EACH LOT TO HAVE SEWER SERVICE. THE CITY OF CODY HAS NO RESPONSIBILITY FOR MAINTENANCE OF THE PRIVATE SEWER SYSTEM. THE SANITARY SEWER SYSTEM IS TO BE OPERATED AND MAINTAINED BY THE AMENDED BLACKBURN P.U.D. LOT OWNERS' ASSOCIATION.

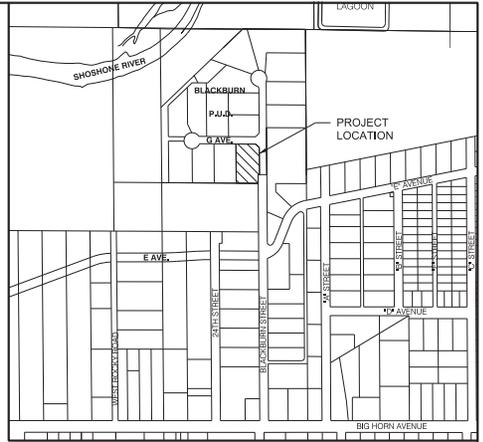
- EASEMENT NOTES**
- EXISTING EASEMENTS:**
- AN EXISTING 10-FT WIDE UTILITY EASEMENT ALONG THE NORTH AND EAST BOUNDARIES OF LOT 1 OF THE BLACKBURN P.U.D.
 - AN EXISTING 5-FT WIDE SANITARY SEWER EASEMENT ALONG THE EAST BOUNDARY OF LOT 1 OF THE BLACKBURN SUBDIVISION.

- DEDICATED EASEMENTS:**
- A 24-FT WIDE EASEMENT ALONG THE EAST-WEST BOUNDARY OF LOT 1A AND 1B SHOWN HEREON, BEING PARALLEL TO, AND 10-FEET NORTH, 14-FEET SOUTH OF SAID BOUNDARY.
 - A 10-FT WIDE UTILITY EASEMENT ALONG THE WEST BOUNDARY OF LOT 1A SHOWN HEREON.

- VARIANCES GRANTED BY THE CODY CITY COUNCIL**
- CITY ORDINANCE 11-4-2 (P); A VARIANCE TO THE REQUIREMENT FOR DEVELOPMENT OF ALLEYS.
 - CITY ORDINANCE 11-4-2 (Q); A VARIANCE TO THE REQUIREMENT FOR DEVELOPMENT OF SIDEWALKS.

CERTIFICATE OF SURVEYOR

I, BRETT J. FARMER, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY STATE AS FOLLOWS:
THE INFORMATION SHOWN HEREON IS BASED ON RECORDS ON FILE IN THE OFFICE OF THE PARK COUNTY CLERK AND ON FIELD SURVEY WORK PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT THIS PRELIMINARY PLAT SHOWS THE DIVISION OF LOT 1 OF THE AMENDED BLACKBURN P.U.D. WITHIN THE CITY OF CODY, PARK COUNTY, WYOMING, INTO LOT 1A AND LOT 2A; THAT THE LANDS SURVEYED ARE CORRECTLY DESCRIBED IN THE DESCRIPTION OF LANDS AND THE SUBDIVISION THEREOF IS CORRECTLY SHOWN ON THIS PLAT, WHICH IS DRAWN TO THE SCALE INDICATED; AND THAT THE INFORMATION SHOWN HEREON IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.



APPROVALS

CITY PLANNING AND ZONING BOARD

RECOMMENDED FOR APPROVAL THIS _____ DAY OF _____, 20____ BY THE CITY PLANNING AND ZONING BOARD OF CODY, WYOMING.

BY CHAIRMAN: _____

CITY COUNCIL

APPROVED THIS _____ DAY OF _____, 20____ BY THE CITY COUNCIL OF CODY, WYOMING.

BY MAYOR: _____ MATT HALL

ATTESTED BY: _____ ADMINISTRATIVE SERVICES DIRECTOR

COUNTY CLERK'S CERTIFICATE

THIS RECORD OF SURVEY WAS FILED FOR THE PUBLIC RECORD IN THE OFFICE OF THE CLERK, PARK COUNTY, WYOMING, AT _____ O'CLOCK _____ M. ON THE _____ DAY OF _____, 20____, AND IS DULY RECORDED IN PLAT CABINET _____ ON PAGE _____.

PARK COUNTY CLERK _____ BY: _____ DEPUTY

FINAL PLAT

BLACKBURN 2 MINOR SUBDIVISION

BEING A DIVISION OF LOT 1 OF THE AMENDED BLACKBURN P.U.D., TRACT 40, RESURVEY T.53N., R.101 W., 6TH P.M., CITY OF CODY, PARK COUNTY, WYOMING

<p>DEVELOPER / OWNER:</p> <p>HIGBIE FAMILY REV. TRUST 213 N. 44TH STREET CODY, WY 82414</p> <p>DOC# 2012-6253</p>	<p>SAGE CIVIL ENGINEERING AND SURVEYING</p> <p>385 BIG HORN AVE. CODY, WY 82414 307-527-0915</p>
<p>MAY 18, 2019 DRAWN BY: BJJ/BP</p>	<p>PROJECT # 2018-48 19-062-PLAT.DWG</p>
<p>FIELD SURVEY: AUGUST 2018-NOVEMBER 2018 BY: BJJ/BP</p>	<p>FIELD BOOK: S</p>

MEETING DATE:	MAY 14, 2019
DEPARTMENT:	COMMUNITY DEVELOPMENT
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____
PRESENTED BY:	TODD STOWELL

AGENDA ITEM SUMMARY REPORT

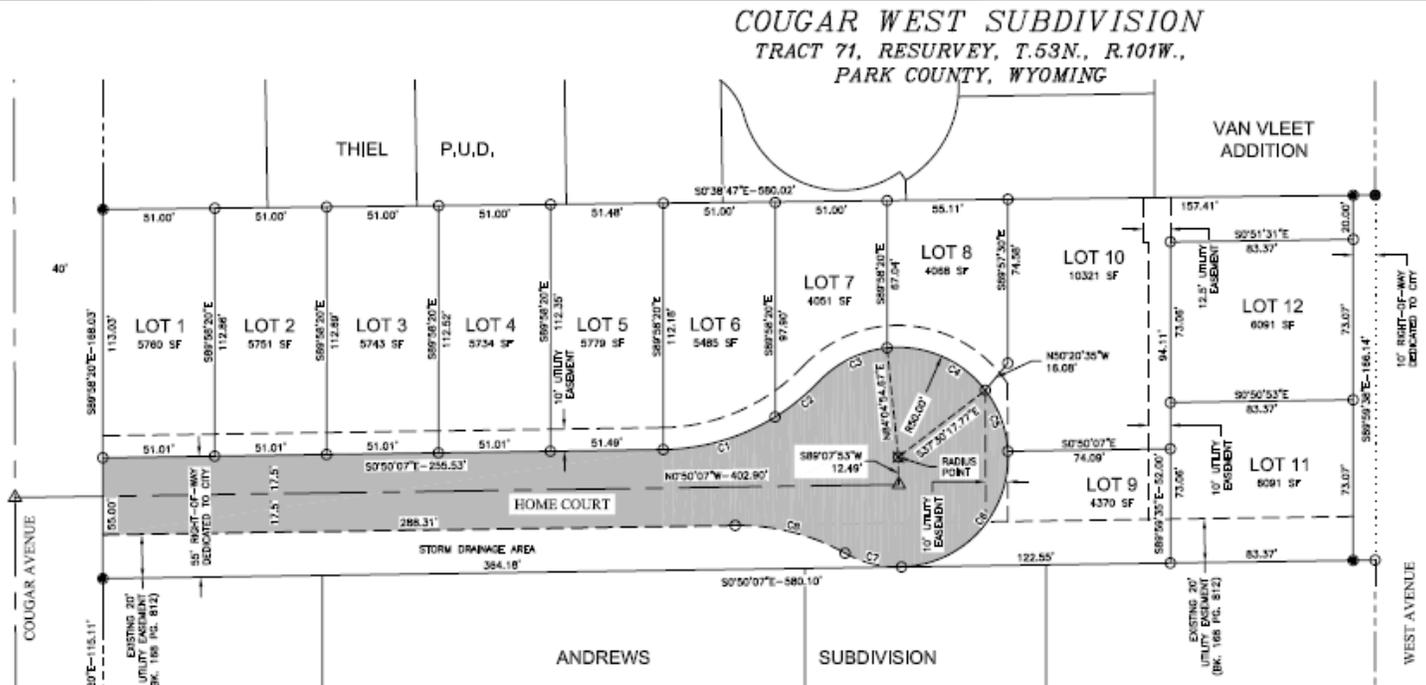
The Final Plat of the Cougar West Subdivision

ACTIONS TO BE TAKEN

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

SUMMARY

Jerry Thiel and Sons Construction and Kip B. Thiel Construction have submitted the construction plans and final plat for the Cougar West Subdivision, a 12-lot subdivision. The property is 2.23-acres and located between Cougar Avenue and West Avenue, about 150 feet east of North Street. 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 subdivision ordinance requirements were reviewed with the preliminary plat approval. The following are either outstanding items, or reflect changes from the preliminary plat review.

Cross-slope of street: The standard for cross-slope on a street is 2 percent. The construction plans now propose a slope of 1.25% on the cul-de-sac bulb and 1.84% on the street. Public Works is agreeable to the proposed slopes due to topographical limitations of the property (too flat), but the

AGENDA ITEM NO. _____

change requires a variance. The latest plan reflects an improvement in the cross slope from the plan reviewed by the Planning and Zoning Board.

Utilities: The utility providers attended a coordination meeting in which the subdivision was discussed. They are all apparently fine with the plans, but have not all submitted written verification as required by the subdivision ordinance. To verify their approval, we are asking for their approval signatures on the construction plans prior to construction.

Water Rights: The water rights are being transferred off the property to a third party. Historically water rights have been transferred to the City, but the State Engineer's office prefers they be transferred elsewhere unless and until the City commences to expand their raw water (irrigation) system. Approval from Cody Canal has been obtained, and an agreement is in place with the purchaser. The only item remaining to satisfy the City requirements is for the purchaser to enter into a contract with a surveyor or engineer to complete the transfer process with the State Engineer's Office. Evidence of the agreement is needed before the mayor signs the final plat.

Maintenance of the Storm Water Facility: It was determined that the storm water facility could be located in the public right-of-way, but that it would have to be privately maintained by the adjacent lot owners. A draft maintenance agreement has been provided that outlines maintenance responsibility and expectations, but it needs some minor corrections. Approval of the final plat should be subject to review and approval of the maintenance agreement, as to form, by the City attorney.

Street Name: As part of the subdivision review process, an informal street name committee, composed of emergency service providers and public works officials from across the County, reviews all proposed street names to ensure there are no conflicts or name similarities that may create a safety issue. The proposed street name of "Home Court" received mixed reviews due to some committee members being uncomfortable with it being too similar to "Homesteader Court", which is in Powell. The Cody Planning and Cody Public Works staff believes there is enough of a difference that confusion should not result, but ultimately it is up to the Council. Unless Council directs otherwise, we will go with "Home Court" (or another name acceptable to the developer and committee).

Issuance of Building Permits: The subdivision ordinance notes that, "*No building shall be erected on any lot in any subdivision, nor shall a building permit be issued by the city for a building until all improvements reasonably expected and required by the city, such as streets, curb and gutter, sidewalk, sewer service, water service, etc., have been installed, approved and accepted by the city for the lot upon which the building is to be constructed.*" The applicant is requesting a variance to allow issuance of permits prior to completion of the subdivision infrastructure, with the commitment that no building will be issued a certificate of occupancy until the infrastructure is complete and accepted by the City. This is what the City allowed for the Amended Sunset Subdivision that was done by Harold Musser, which like this subdivision will have all lots developed with homes by the developer. Staff is not opposed to the request, provided it is also noted that no sales be completed prior to completion and acceptance of the infrastructure. For clarification, there are two area of infrastructure---those for Lots 11 and 12, and that for the rest of the lots. As such, we would be willing to allow certificates of occupancy and sales based on completion of each area in which the lot is located.

AGENDA ITEM NO. _____

The Conditions of Preliminary Plat approval were as follows, with their status noted:

Conditions:

1. Provide an updated preliminary plat with the following changes: *(Status: Done.)*
 - 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). *(Status: Pay prior to mayor signing the final plat.)*
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. *(Status: The ditch is private, and is provided with an easement. It will be piped per the construction plans.)*
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. *(Status: Note is added. Draft agreement is attached.)*
5. The storm water basin shall be lined with decorative rock/cobble or grass. *(Status: The plan is being updated to show cobble the full width of the basin.)*
6. Provide dust control during subdivision development as needed to prevent dust impacts to neighboring properties. *(Status: Noted on plans.)*
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?). *(Status: Any remaining structures, other than the house, will be removed as noted. However, the part about relocating utilities prior to the recording of the final plat will not work, as they are now relocating power, and bringing in the water service from the cul-de-sac. It is now proposed that timing be as follows: The house on Lot 10 must be provided with the new water service prior to issuance of a building permit for Lot 12. The house will be occupied by the developer during construction, so he will be able to coordinate utility change overs as needed—no renter or other property owner will be affected.)*
8. Provide a final drainage report with the construction documents. *(Status: Done. Report is acceptable.)*
9. The final plat application and construction documents shall otherwise comply with the City subdivision ordinance. *(Status: Outstanding items are included as conditions of approval for the final plat. The construction plans are otherwise acceptable.)*

AGENDA ITEM NO. _____

VARIANCES:

Variations are reviewed under 11-5-2(B)—in italics below. The variance to the street cross slope is recommended due to topography—too flat to provide 2% without excessively elevating the street. *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.*

RECOMMENDATION:

The Planning and Zoning Board provided a recommendation for approval effectively as follows, except wording has been updated.

Grant the following Subdivision Variances (in addition to those granted with the preliminary plat):

1. Variance to permit a minimum cross-slope of 1.25 percent on the cul-de-sac bulb, and a cross slope of 1.84% on the straight portion of the street.
2. Variance to allow issuance of building permits prior to completion of the infrastructure, subject to the developer agreeing that there will not be any Certificates of Occupancy and no completion of lot sales until the corresponding infrastructure is completed and accepted by the City.

Proposed Conditions:

1. Submit an updated construction plan set, based on the P&Z cross-slope discussion, for approval by Public Works. (Status: Updated set submitted, which is generally clean, but needs minor corrections—continuous asphalt patch next to Cougar Avenue curb and valley pan, continue rock in swale to back of curb, shift boxes between Lots 1 and 2.)
2. Provide utility provider approval signatures on the construction plan set after it is approved by Public Works. (Prior to mayor signing plat.)
3. Provide a copy of a contract/agreement between the purchaser of the water rights and a WY licensed surveyor or engineer to complete the transfer process with the State Engineers Office. Submit prior to recording the final plat.
4. Provide a maintenance agreement that outlines the expectations for maintenance of the storm water facility, the collection of funds, and penalties for lack of participation. (Attached. To be reviewed by the City attorney as to form and must be recorded with the final plat.)
5. Prior to the mayor signing the final plat, pay the fee in lieu of public use area in the amount of \$8,408.00.
6. Prior to the mayor signing the final plat, pay applicable utility fees (electric fees and water taps at a minimum).
7. The house on Lot 10 must be provided with the new water service prior to issuance of a building permit for Lot 12.
8. There will not be any Certificates of Occupancy and no completion of lot sales until the corresponding infrastructure is completed and accepted by the City.
9. Otherwise comply with the subdivision ordinance regarding inspection and certification of improvements, construction logs, one-year guarantee, etc.

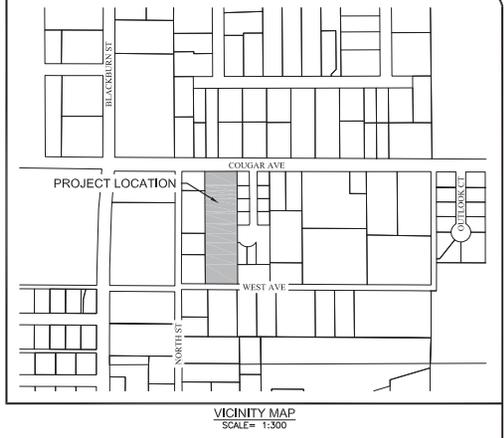
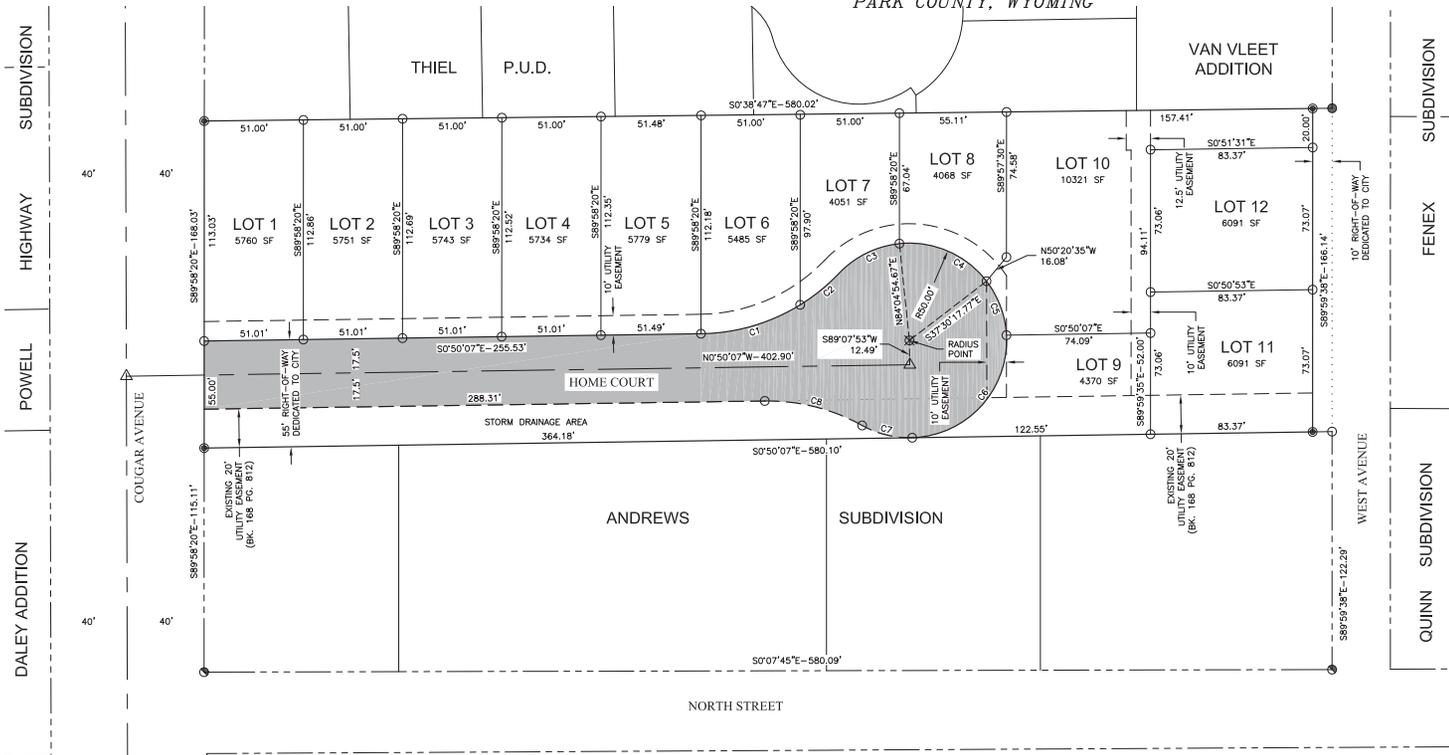
AGENDA ITEM NO. _____

ATTACHMENTS:

Construction plans, Draft maintenance agreement for storm water facilities, and Final plat

(Not attached but available: Submittal letter/corrections list, water right paperwork, title report, DEQ Notification of Coverage, utility fee calculations, and drainage report.)

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



- 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 2.23± ACRES.
 - MAINTENANCE OF THE STORM DRAINAGE AREA IS THE RESPONSIBILITY OF THE OWNERS OF LOTS 1-10.

CITY PLANNING AND ZONING BOARD
APPROVED AS OF THE ____ DAY OF _____, 2019 BY THE
PLANNING AND ZONING BOARD, CITY OF CODY, WYOMING.

CHAIRMAN _____

CITY COUNCIL
APPROVED AS OF THE ____ DAY OF _____, 2019 BY THE CITY
COUNCIL OF CODY, WYOMING.

ATTEST: _____ CITY CLERK _____ MAYOR _____

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	53.77'	100.00'	30°48'36"	S16° 14' 25"E	53.13'
C2	25.76'	100.00'	14°45'37"	S39° 01' 32"E	25.69'
C3	35.33'	50.00'	40°29'15"	N26° 09' 43"W	34.60'
C4	50.98'	50.00'	58°24'48"	N23° 17' 18"E	48.80'
C5	30.00'	50.00'	34°22'39"	N69° 41' 02"E	29.55'
C6	81.27'	50.00'	93°07'39"	S46° 33' 49"E	72.61'
C7	25.39'	50.00'	29°05'42"	S14° 32' 51"W	25.12'
C8	52.24'	100.00'	29°55'50"	N14° 07' 48"E	51.65'

CERTIFICATE OF DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS, THAT KIP B. THIEL CONSTRUCTION, INC., A WYOMING CORPORATION, AND JERRY THIEL & SONS CONSTRUCTION, INC., A WYOMING CORPORATION, BEING THE OWNERS OF THE LAND DESCRIBED IN WARRANTY DEED DOC #2018-2968

THAT WE HAVE CAUSED SAID LANDS TO BE SURVEYED; THAT THE SUBDIVISION OF SAID LANDS IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

THAT WE HEREBY DEDICATE HOME COURT AND WEST AVENUE AS SHOWN HEREON TO THE CITY OF CODY AS PUBLIC RIGHT-OF-WAY.

THAT WE HEREBY DEDICATE THE EASEMENTS AND RIGHTS-OF-WAY LABELED HEREON TO THE USES SO NOTED.

THAT SAID LANDS ARE SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY AND MINERAL RIGHTS OR RESERVATIONS OF RECORD.

AND, THAT ANY RIGHTS BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF WYOMING ARE HEREBY RELEASED AND WAIVED.

AND THAT THE OWNERS OF LOTS 10-12 DO HEREBY AGREE TO PROMOTE AND PARTICIPATE IN AN IMPROVEMENT DISTRICT FOR CURB, GUTTER AND SIDEWALK ALONG THE NORTH SIDE OF WEST AVENUE WHEN DEEMED NECESSARY BY THE CITY OF CODY. AND FURTHER THAT THIS LANGUAGE SHALL BE CONTAINED IN EACH AND ALL CONVEYANCES OF RECORD.

IN WITNESS WHEREOF, THE SAID OWNERS KIP B. THIEL CONSTRUCTION, INC. AND JERRY THIEL & SONS CONSTRUCTION, INC., WITH FREE CONSENT AND IN ACCORDANCE WITH THEIR DESIRES, HAVE CAUSED THEIR NAMES HEREON TO BE SUBSCRIBED THIS ____ DAY OF _____, 2019.

KIP THIEL, OWNER _____ JERRY THIEL, OWNER _____
KIP B. THIEL CONSTRUCTION, INC. JERRY THIEL & SONS CONSTRUCTION, INC.

ACKNOWLEDGMENT:
STATE OF WYOMING,)
COUNTY OF PARK,) SS

THE FOREGOING OWNER(S) CERTIFICATE WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2019 BY KIP THIEL AND JERRY THIEL. WITNESS MY HAND AND OFFICIAL SEAL: (WYOMING STATE LAW REQUIRES A NOTARY SEAL TO BE AFFIXED HEREON)

NOTARY PUBLIC _____
MY COMMISSION EXPIRES: _____

DESCRIPTION OF LANDS
LOT 2 OF FENEX SUBDIVISION

RECORDER'S ACCEPTANCE
THIS PLAT WAS ACCEPTED FOR FILING IN THE OFFICE OF THE PARK COUNTY CLERK AND RECORDER ON THIS ____ DAY OF _____, 2019, AND FILED FOR RECORD AT ____ M. UNDER DOCUMENT NUMBER ____ IN PLAT CABINET ____ AT PAGE ____

PARK COUNTY CLERK AND RECORDER

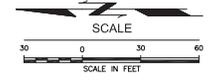
BY: _____
DEPUTY

CERTIFICATE OF SURVEYOR
I, GARY G. CHRISTENSEN, BEING A REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THIS PLAT 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 CITY STATUTORY PROVISIONS AND REGULATIONS. THIS RECORD OF SURVEY WAS CREATED FROM AN ACTUAL FIELD SURVEY PERFORMED ON 12/10/2018.

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

GARY G. CHRISTENSEN
WYOMING PLS 13956

- LEGEND**
- NEW LOT LINE _____
 - EXISTING BOUNDARY _____
 - RIGHT-OF-WAY LINE _____
 - NEW EASEMENT LINE _____
 - EXISTING EASEMENT LINE _____
 - PROPERTY LINE TO BE AMENDED VIA RIGHT-OF-WAY DEDICATION _____
 - FOUND ALUMINUM CAP ●
 - FOUND IRON PIPE ○
 - SET 5/8"x24" REBAR WITH 2 1/2" ALUMINUM CAP ○
 - SET BRASS CAP ⊙
 - SET 3 1/2" BRASS CAP IN CONCRETE △
 - MEASURED DATA 50°50'07"E-259.83'
 - RECORD DATA (50°18'55"E-578.84')



T-O ENGINEERS

FINAL 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: GGC
DATE SURVEYED: 12/10/18	DRAFTED BY: JH	REVISION NO: 1

MAINTENANCE AGREEMENT FOR THE COUGAR WEST SUBDIVISION, FOR THE CITY OF CODY WYOMING

This Declaration is made this _____ day of May, 2019, by Kip Thiel Construction Inc. and Jerry Thiel & Sons Construction, Inc., authorizing the same, and affecting all of the following described real property in the City of Cody, Park County, Wyoming.

Lots 1 through 10 in Cougar West Subdivision, City of Cody, Park County, Wyoming

WHEREAS, the undersigned entity wishes to establish a storm water maintenance agreement for said real property described above, located in the City of Cody, Park County, Wyoming.

NOW THEREFORE, the undersigned does hereby make, publish, declare and impose upon all the above-described property, the following obligation and this agreement to maintain and keep in working order the storm drainage retention basin area located within the Cougar West Subdivision as indicated on the recorded final plat, and in accordance with the submitted City of Cody Drainage report and design, submitted by T-O Engineers at time of plat approval. Said agreement, shall be and constitute a covenant running with the land and each portion thereof, and shall be binding upon the undersigned, their heirs, successors, grantees, and assigns.

NOW THEREFORE, the agreement for the above described real property reads as follows:

All costs of operation and maintenance of the storm water system (storm water system consists of one rock lined retention basin along the wester side of the lot) shall be borne equally for each Lot owner through the collection of dues and special assessments. The assessment shall be a lien on the lots owned by the Property Owner within the Cougar West Subdivision and may be foreclosed upon for nonpayment. The special assessments shall be collected annually, by the person designated by the creator of this agreement and in subsequent years, by a person so selected by such designed. The amount of the special assessment for storm water maintenance and weed control shall be \$40.00 per year per lot owner, or the actual cost incurred of such maintenance and weed control whichever is greater.

BINDING EFFECT OF DECLARATION. Each purchaser and grantee of any portion of the above described real property which are subject to the above agreement, by acceptance of a deed conveying title thereto do accept each and all of the provisions, restrictions, conditions, agreements, liens, charges, associations and similar limitations herein contained and by such acceptance shall for themselves, their heirs, personal representatives, successors, and assigns, covenant, consent and agree to and with the undersigned owner and to and with the grantees and subsequent owners of each of said parcels within the above described real property to keep, observe and comply with and perform said provisions, restrictions, conditions, easements, association, agreements, liens and charges.

TERM. All the provisions, conditions, restriction and agreements shall continue to remain in full force and effect at all times against all said parcels and the owners and occupants thereof, subject to the right of change or modification provided hereinabove and shall remain in effect for a period of twenty-five years from and after the date hereof and shall remain in full force and effect thereafter for successive ten (10) year periods unless, by written duly recoded agreement executed by the then owners of 90% of the property within the above described real property, the terms and provisions are changed, modified, annulled, abrogated, in whole or in part.

INVALIDATION. In the event the agreement herein contained is rendered invalid or unenforceable by judgment or decree of any court of competent jurisdiction, the other covenants herein contained shall, none-the-less, remain in full force and effect for and during the full term hereof.

ENFORCEMENT/ATTORNEY FEES AND COSTS. Any owner of any portion of the above-described real property may enforce compliance with the provisions hereof by commencing an action for injunction, for remedial measures, and/or damages or for all such remedies or any other legal or equitable remedies authorized under the laws of the State of Wyoming against any owner or occupant of any owner who violates any of the covenants herein contained or any rules, or regulations. The owner of any portion of the above-described real property who violates or breaches any covenant herein or the rules or regulations herein established, shall pay all costs including reasonable attorney’s fees, incurred by any person or persons who shall commence the legal proceeding to enforce any of the provisions hereof or an of the rules or regulations herein named.

IN WITNESS WHEREOF, this Declaration of Restrictions, Conditions, and Protective Covenants has been executed this ___ day of May, 2019, and was authorized by Kip B. Thiel Construction, Inc., on May ___, 2019 and by Jerry Thiel & Sons Construction, Inc. on May ____, 2019

By: Kip Thiel
President / Owner of Kip B Thiel Construction, Inc.

By: Jerry Thiel
President / Owner of Jerry Thiel & Sons Construction, Inc.

STATE OF WYOMING)
)ss
COUNTY OF PARK)

The above and foregoing instrument was acknowledged before me this ___ day of May, 2019 by Kip Thiel, President / Owner of Kip B. Thiel Construction, Inc. and by Jerry Thiel, President/Owner of Jerry Thiel & Sons Construction, Inc.

Witness my hand and official seal.

My Commission Expires: _____

Notary Public



CALL BEFORE YOU DIG!
CALL DIGLINE INC.
PRIOR TO COMMENCING
UNDERGROUND WORK
DIAL: 811

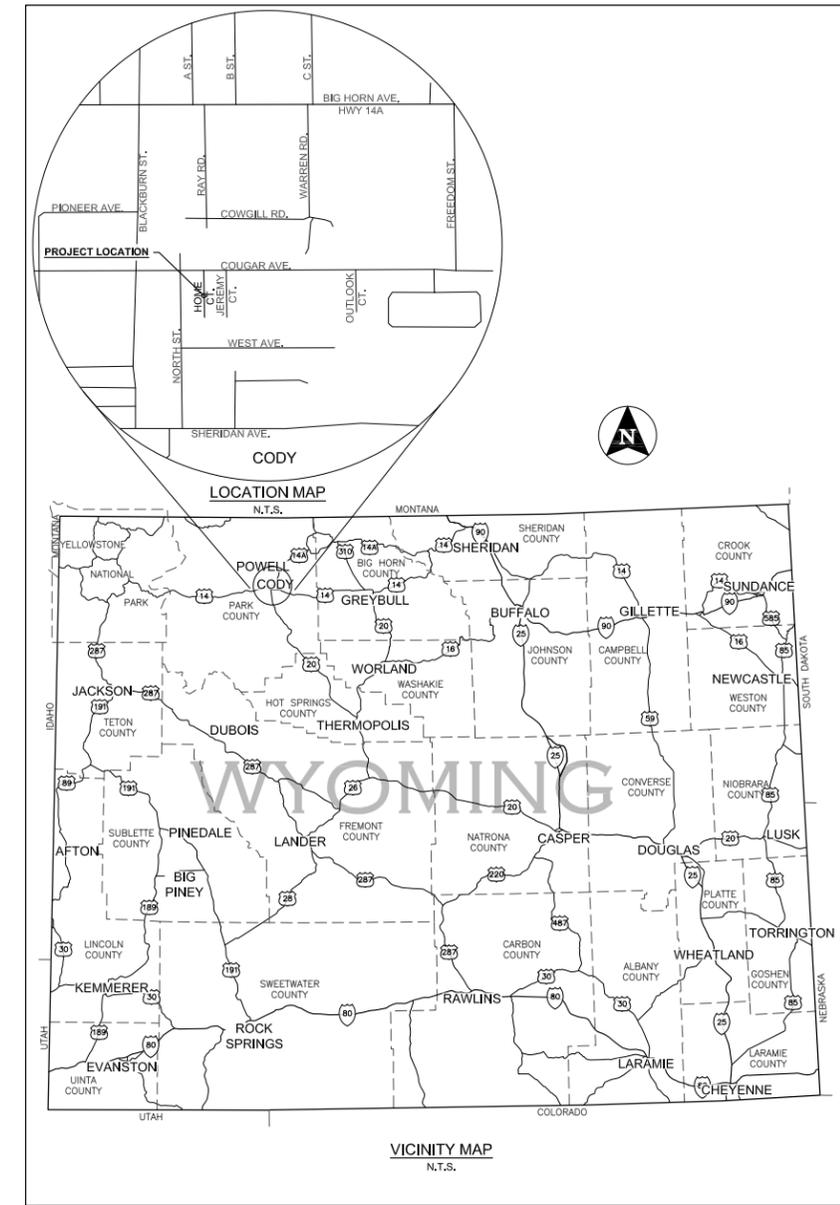
NOTE:
THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN APPROXIMATELY ONLY PRIOR TO CONSTRUCTION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INFORM ALL UTILITY COMPANIES OF THE CONSTRUCTION SCHEDULE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR IS RESPONSIBLE FOR ANY AND ALL DAMAGE WHICH MAY OCCUR BY FAILURE TO EXACTLY LOCATE AND PROTECT ALL UTILITIES.

LEGEND	
---	PROPOSED BOUNDARY LINE
- - -	PROPOSED LOT LINE
- - - -	PROPOSED EASEMENT
---	PROPOSED EDGE OF PAVEMENT
---	PROPOSED EDGE OF GRAVEL
---	PROPOSED SEWER MAIN/SERVICE
---	PROPOSED WATER MAIN/SERVICE
---	PROPOSED STORM DRAIN LINE
---	PROPOSED IRRIGATION LINE
---	PROPOSED COMMON TRENCH
---	PROPOSED FLOW LINE
---	PROPOSED PAVEMENT
○	PROPOSED SEWER MANHOLE
○	PROPOSED SEWER CLEAN-OUT
○	PROPOSED VALVE
○	PROPOSED FIRE HYDRANT
○	PROPOSED METER
○	PROPOSED SIGN
○	PROPOSED PED RAMP
---	PROPOSED MAJOR CONTOUR
---	PROPOSED MINOR CONTOUR
---	EXISTING MAJOR CONTOUR
---	EXISTING MINOR CONTOUR
---	EXISTING TREATED WATER
---	EXISTING SANITARY SEWER
---	EXISTING OVERHEAD POWER
---	EXISTING GAS LINE
---	EXISTING UNDERGROUND FIBER OPTICS
---	EXISTING UNDERGROUND TELECOMMUNICATIONS
○	EXISTING SEWER MANHOLE
○	EXISTING POWER POLE
□	EXISTING TRANS FORMER

ABBREVIATIONS	
BOW	BACK OF WALK
CB	CATCH BASIN
E	EAST/EASTING
EX	EXISTING
FF	FINISHED FLOOR
FL	FLOWLINE
GIRR	GRAVITY IRRIGATION
HP	HIGH POINT
LP	LOW POINT
N	NORTH/NORTHING
ME	MATCH EXISTING
PC	POINT OF CURVATURE
PI	PRESSURE IRRIGATION
PT	POINT OF TANGENCY
PVI	POINT OF VERTICAL CURVATURE
S	SOUTH
SD	STORM DRAIN
SDMH	STORM DRAIN MANHOLE
SGT	SAND/GREASE TRAP
SL	STREET LIGHT
SS	SANITARY SEWER
SSMH	SANITARY SEWER MANHOLE
TOA	TOP OF ASPHALT
TOC	TOP OF CONCRETE
TRC	TOP OF ROLLED CURB
TVC	TOP OF VERTICAL CURB
W	WEST

INDEX OF DRAWINGS	
C0.01	COVER
C0.02	GENERAL PLAN AND NOTES
C0.03	DEMOLITION AND CLEARING PLAN
C0.04	SITE LAYOUT AND GRADING PLAN
C0.05	UTILITY LAYOUT PLAN
C0.06	TREATED WATER PLAN & PROFILE
C0.07	DRAINAGE PLAN
C0.08	STREET DETAILS
C0.09	UTILITY DETAILS - SHEET 1
C0.10	UTILITY DETAILS - SHEET 2

SURVEY INFORMATION			
CONSTRUCTION STAKING WILL BE PROVIDED BY T-O ENGINEERS- GARY CHRISTENSEN, PLS PHONE NO. (307)-587-3411			
CITY OF CODY HORIZONTAL AND VERTICAL SYSTEMS WERE USED FOR THIS PROJECT.			
	BM#1	BM#2	BM#3
NORTHING:	467019.5880	TBD	TBD
EASTING:	891752.9150	TBD	TBD
ELEVATION:	5054.9600	TBD	TBD
DESCRIPTION:	AC-CODY-50	TBD	TBD



UTILITY REPRESENTATIVES				
UTILITY	AGENCY	REPRESENTATIVE	PHONE	SIGNATURE
INTERNET	TCT WEST	RICK RAMSEY	307-587-2950	
INTERNET	CENTURY LINK	ANDREW D'SPAIN	307-856-5835	
SEWER	CITY OF CODY	JAMES KEENAN	307-587-2950	
WATER	CITY OF CODY	JAMES KEENAN	307-587-2950	
ELECTRIC	CITY OF CODY	BERT POND	307-527-7511	
GAS	BLACK HILLS ENERGY	JOSH ROBINSON	307-527-3975	



BORDER SIZE	22x34"	
	DESIGNED	JAM
NO.	DATE	DATE
	DESCRIPTION	DESCRIPTION
REVISIONS	DATE	DATE
	DESCRIPTION	DESCRIPTION
NO.	DATE	DATE
	DESCRIPTION	DESCRIPTION

T-O ENGINEERS
CONSULTING ENGINEERS, SURVEYORS & PLANNERS
502 33RD STREET
CODY, WY 82414
PHONE: (307) 587-3411
WWW.T-O-ENGINEERS.COM
BOISE • CODY • COLEUR DALENE • HERBER CITY
MERIDIAN • NAIWA • SPOKANE

CONSTRUCTION SET
COUGAR WEST SUBDIVISION
COVER

ATTENTION:
1/2" = 1'
IF THIS BAR DOES NOT MEASURE
1" ON 22x34 SHEET or 1/2" ON
11x17 SHEET, THEN DRAWING IS
NOT TO SCALE

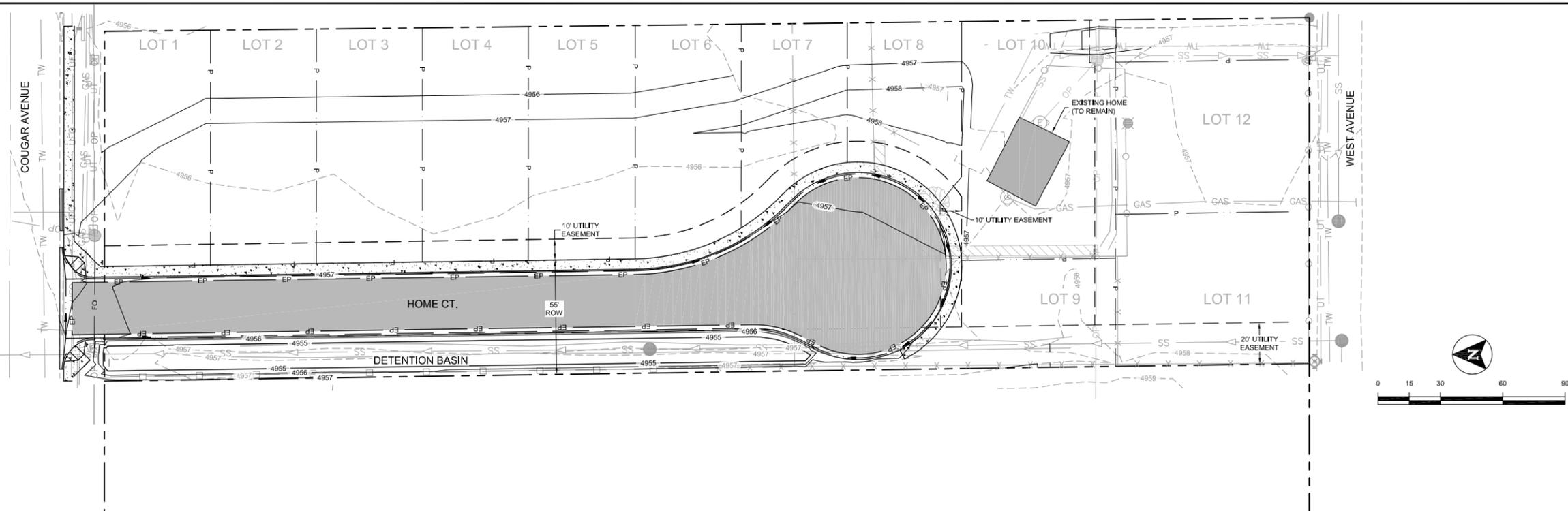
DATE: APRIL 25, 2019
PROJECT: 180480
SHEET:

C0.01

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GENERAL NOTES:

- ALL EXISTING UTILITIES SHOWN HERE-IN ARE THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ACCURACY OF THIS INFORMATION IS NOT GUARANTEED NOR SHALL IT BE CONSIDERED COMPLETE. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING EXISTING UTILITIES AND IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THEM DURING CONSTRUCTION. THE CONTRACTOR SHALL CALL ONE CALL OF WYOMING 1-800-849-2476 AT LEAST 48 HOURS PRIOR TO DIGGING.
- THE LOCATION OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON AS-BUILT PLANS. CONTRACTOR SHALL VERIFY LOCATIONS PRIOR TO CONSTRUCTION OF NEW IMPROVEMENTS.
- ANY PERMITS REQUIRED BY LOCAL, STATE, OR FEDERAL AGENCIES FOR CONSTRUCTION OF THIS PROJECT ARE THE RESPONSIBILITY OF THE CONTRACTOR, UNLESS OTHERWISE SPECIFIED.
- THE CONTRACTOR SHALL PROVIDE 24 HOURS NOTICE FOR MATERIALS TESTING AND 72 HOURS NOTICE FOR CONSTRUCTION STAKING.
- CONTRACTOR SHALL COORDINATE UTILITY SHUTDOWNS AS REQUIRED BY LOCAL, STATE, OR FEDERAL AGENCIES.
- CONTRACTOR SHALL OBTAIN AND REVIEW ALL NECESSARY STANDARDS, PLANS, AND SPECIFICATIONS IN DETAIL PRIOR TO START OF CONSTRUCTION. ALL DOCUMENTS, INCLUDING APPROVED PLANS, AND REFERENCED STANDARDS SHALL BE ON-SITE AT ALL TIMES. CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO WORK IN THAT AREA.
- ALL ELEVATIONS SHOWN TO BE EXISTING ARE FROM A RECENT SURVEY AND SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL PROTECT ALL SURVEY MONUMENTATION. IF ANY SURVEY MONUMENTS ARE DISTURBED OR DESTROYED, THE CONTRACTOR SHALL RETAIN A LICENSED SURVEYOR TO RE-ESTABLISH AND RECORD THE MONUMENT CHANGE PER STATE LAW.
- CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL LOCAL, STATE, AND FEDERAL SAFETY REGULATIONS INCLUDING, BUT NOT LIMITED TO, TRENCH SAFETY AND CONFINED SPACE ENTRY.
- ALL REVISIONS TO DRAWINGS SHALL BE APPROVED BY THE ENGINEER IN WRITING PRIOR TO CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR KEEPING COMPLETE RECORD OF CHANGES AND SHALL MAKE SUCH RECORD AVAILABLE TO THE ENGINEER. THE ENGINEER SHALL PROVIDE AS-BUILT DRAWINGS TO OWNER AND CITY OF CODY FOR REVIEW AND APPROVAL PRIOR TO FINAL ACCEPTANCE OF THE PROJECT.
- CONTRACTOR SHALL NOT INTERRUPT OR DISTURB ANY UTILITY FACILITY WITHOUT AUTHORITY FROM THE UTILITY COMPANIES. WHERE PROTECTION IS REQUIRED TO ENSURE INTEGRITY OF UTILITY FACILITIES (INCLUDING CITY-OWNED), CONTRACTOR SHALL FURNISH AND PLACE ALL NECESSARY PROTECTION.
- THE CONTRACTOR IS RESPONSIBLE FOR DUST AND EROSION CONTROL. ADJACENT PROPERTIES SHALL BE PROTECTED USING WHATEVER MEANS NECESSARY. FUGITIVE DUST FROM CONSTRUCTION ACTIVITIES SHALL BE CONTROLLED BY FREQUENT WATERING AND/OR CHEMICAL STABILIZATION AS NECESSARY. UNDER NO CIRCUMSTANCES SHALL ERODED MATERIAL BE ALLOWED TO LEAVE THE SITE. SILT FENCE, SEDIMENT TRAPS, INLET PROTECTION OR OTHER EROSION CONTROL DEVICES SHALL BE USED TO SATISFY THE REQUIREMENTS OF THE STORM WATER POLLUTION PREVENTION PLAN OR AS APPROVED BY WDEQ.
- CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE WYOMING PUBLIC WORKS (WPW) STANDARD SPECIFICATIONS LATEST REVISION UNLESS OTHERWISE NOTED ON THESE PLANS OR SEPARATE SPECIFICATIONS. IN THE ABSENCE OF GUIDANCE FROM WPW, FOLLOW SPECIFICATIONS ISSUED UNDER SEPARATE DOCUMENTS.
- ANY CONSTRUCTION DEBRIS SHALL BE CLEANED OFF PUBLIC STREETS, SIDEWALK, ETC. AT THE END OF EACH WORK DAY.
- DAMAGE TO ANY EXISTING PAVEMENT OR CONCRETE SHALL BE REPAIRED AT CONTRACTORS EXPENSE.
- DAMAGE TO ANY EXISTING UTILITIES SHALL BE REPAIRED AT CONTRACTORS EXPENSE.

WATER GENERAL NOTES:

- PIPE DEFLECTION PER MANUFACTURERS RECOMMENDATIONS.
- A ONE AND ONE HALF (1.5) FOOT MINIMUM VERTICAL SEPARATION SHALL BE PROVIDED BETWEEN ANY SEWER MAIN/SERVICE OR STORM DRAIN CROSSING A WATER MAIN. THE MINIMUM VERTICAL SEPARATION IS MEASURED FROM OUTSIDE OF WATER MAIN/SERVICE TO OUTSIDE OF SEWER MAIN OR STORM DRAIN.
- CONTRACTOR EXCEPTIONS OR DEVIATIONS FROM THE ABOVE MINIMUM CLEARANCES MUST BE APPROVED AND SHOWN ON THE APPROVED WATER AND SEWER PLANS. WHEN UTILITY CONFLICTS ARE FOUND DURING CONSTRUCTION, ALL CHANGES AND REVISIONS MUST BE PRECEDED BY AN APPROVED PLAN REVISION.
- ALL MATERIALS ADDED AFTER JANUARY 1, 1993 WHICH MAY COME INTO CONTACT WITH DRINKING WATER SHALL CONFORM TO NATIONAL SANITATION FOUNDATION STANDARDS 60 AND 61.
- CONTRACTOR SHALL DISINFECT ALL PIPELINES AND APPURTENANCES AFTER THEY HAVE BEEN SUBJECT TO HYDROSTATIC AND LEAKAGE TESTING. PRIOR TO DISINFECTION, THE NEW LINES SHALL BE FLUSHED TO CLEAN ALL DIRT INSIDE. THE METHOD OF DISINFECTING SHALL CONFORM TO PROVISIONS OF AWWA C-601 (LATEST). THE CONCENTRATION OF THE DOSAGE APPLIED SHALL BE PRESCRIBED BY ENGINEER AND SHALL BE AT LEAST 50 PPM. IT SHALL NOT EXCEED 200 PPM. CHLORINATED WATER SHALL REMAIN IN THE PIPE LONG ENOUGH TO DESTROY ALL NON-SPORE FORMING BACTERIA (MIN. 24 HRS.).
- PRIOR TO CONSTRUCTION, CONTRACTOR SHALL EXPOSE EXISTING WATERLINES AT PROPOSED CONNECTIONS AND CROSSINGS AND VERIFY ELEVATIONS, LOCATIONS, AND SIZE OF EXISTING FACILITIES.
- CONTRACTOR SHALL PROVIDE WRITTEN NOTIFICATION REQUESTING A SYSTEM SHUTDOWN FOR CONNECTIONS TO EXISTING SYSTEM. SAID NOTIFICATION SHALL BE MADE TO THE PUBLIC WORKS DIRECTOR A MINIMUM OF 2 WEEKS PRIOR TO REQUESTED SHUTDOWN.
- FITTING FOR TREATED AND RAW WATER MAINS SHALL BE AS APPROVED BY THE CITY ENGINEER AND CONFORMS TO THE WYOMING PUBLIC WORKS STANDARDS.
- GATE VALVES SHALL CONFORM TO AWWA C500. VALVES SHALL BE RESILIENT WEDGE GATE VALVES WITH NON-RISING STEMS, OPEN LEFT AND NUT OPERATED, THE VALVES SHALL HAVE MECHANICAL JOINT ENDS CONFORMING TO ANSI A21.11.
- ALL WORK ASSOCIATED WITH THESE DETAILS SHALL CONFORM TO THE WYOMING PUBLIC WORKS SPECIFICATIONS.
- PIPING FOR TREATED AND RAW WATER MAINS SHALL BE AWWA C-900 PVC DR18 CLASS 150 OR 200 BASED ON WATER MODELING.

SANITARY SEWER GENERAL NOTES:

- SANITARY SEWER PIPE SHALL BE POLYVINYL CHLORIDE BELL AND SPIGOT PIPE CONFORMING TO THE FOLLOWING:
 - PVC PIPE SHALL CONFORM TO CELL CLASSIFICATION 12454-B AS GIVEN IN ASTM D 1784.
 - DIMENSIONS OF PIPE AND FITTINGS SHALL CONFORM TO ASTM D 3034 OR ASTM F 679 FOR SIZES OVER 15".
 - JOINTS IN ALL PVC SEWER PIPE SHALL BE WATER TIGHT WITH BELL AND SPIGOT ENDS WITH RUBBER O-RING GASKETS.
 - STANDARD PVC "Y" TYPE BRANCHES WILL BE REQUIRE FOR ALL SERVICES ON A NEW MAIN.

MATERIAL SPECIFICATIONS

- ALL SUBBASES AND BASE COURSES SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY AT OPTIMUM MOISTURE AS DETERMINED IN ACCORDANCE WITH AASHTO 180.
- CRUSHED BASE COURSE:
 - THE MATERIAL PRODUCED SHALL BE UNIFORMLY GRADED COARSE TO FINE AND SHALL NOT VARY FROM THE HIGH LIMIT ON ONE SIEVE TO THE LOW LIMIT ON AN ADJACENT SIEVE OR VICE VERSA.
 - THE PERCENTAGE PASSING THE NO. 200 SIEVE SHALL NOT EXCEED ONE HALF OF THE PERCENTAGE PASSING THE NO. 40 SIEVE.
 - THE MATERIAL PASSING THE NO. 40 SIEVE SHALL HAVE A LIQUID LIMIT NOT GREATER THAN 25 AND A PLASTICITY INDEX NOT GREATER THAN 6, EXCEPT WHEN THE PLASTICITY INDEX IS 0(ZERO), THE LIQUID LIMIT SHALL NOT EXCEED 30.
 - ALL CRUSHED BASE COURSE MATERIAL SHALL MEET THE FOLLOWING GRADATION WHEN TESTED IN ACCORDANCE WITH AASHTO T-27 & T-11:

SIEVE	% PASSING
1"	100
3/4"	90-100
1/2"	60-85
NO. 4	45-65
NO. 8	33-53
NO. 200	3-12
- AGGREGATE FOR HOT PLANT PAVEMENT MIX: IN ACCORDANCE WITH WYOMING TRANSPORTATION DEPARTMENT STANDARD SPECIFICATIONS - LATEST EDITION.
 - FOR COMPACTED THICKNESS OF 3" OR LESS, USE WYDOT 1/2" MAXIMUM AGGREGATE.
 - FOR COMPACTED THICKNESS GREATER THAN 3", USE WYDOT 3/4" MAXIMUM AGGREGATE FOR FIRST LIFT, SECOND LIFT SHALL BE A MINIMUM COMPACTED THICKNESS OF 1 1/2", 1/2" MAXIMUM AGGREGATE.
 - MINERAL FILLER: FINELY GROUND PARTICLES OF LIMESTONE, HYDRATED LIME OR OTHER MINERAL DUST. FREE OF FOREIGN MATTER.
- PRIMER: A CUT-BACK LIQUID ASPHALT OF THE MEDIUM CURING TYPE, GRADE C-70, AND SHALL COMPLY WITH THE REQUIREMENTS OF ASTM D2027. BITUMINOUS HOT MIX PAVEMENT SHALL BE APPROVED BY THE CITY ENGINEER BEFORE ANY WORK MAY BEGAN.
- TACK COAT: A CATIONIC SLOW SET EMULSIFIED ASPHALT MIXED WITH AN EQUAL AMOUNT OF WATER, GRADE CSS-1H, AND SHALL COMPLY WITH REQUIREMENTS OF ASTM D244. OTHER GRADES OF EMULSIFIED ASPHALT WILL BE CONSIDERED TESTING OR EXPERIENCE THAT ANOTHER GRADE IS MORE SUITABLE.
- MIX DESIGN: A COMPLETE MIX DESIGN MEETING THE REQUIREMENTS OF AI MS-2 COMPLETED WITHIN THE LAST 24 MONTHS FOR THE SPECIFIC MATERIALS TO BE USED SHALL BE SUBMITTED FOR APPROVAL PRIOR TO BEGINNING WORK.

AI MS-2 ESTABLISHES THE FOLLOWING REQUIREMENTS FOR THE ASPHALT CEMENT CONCRETE FOR A MEDIUM TRAFFIC VOLUME:

STABILITY (LB. MINIMUM)	1200
FLOW (0.01")	8 TO 16
PERCENT AIR VOIDS (%)	3 TO 5
VOIDS IN MINERAL AGGREGATE (%. MINIMUM)	15
- CONCRETE SPECIFICATIONS:
 - CEMENT SHALL BE PORTLAND CEMENT, TYPE II CONFORMING TO THE REQUIREMENTS OF ASTM C-150. (IF SPECIAL CONDITIONS WARRANT IT, THE USE OF A DIFFERENT TYPE OF CEMENT MAY BE APPROVED BY THE ENGINEER)
 - AGGREGATE GENERAL - GRAVEL, CRUSHED SLAG, CRUSHED STONE, OR OTHER INERT MATERIALS, COMPOSED OF HARD, STRONG, DURABLE PARTICLES FREE OF INJURIOUS COATINGS.

C. FINE AGGREGATE:

- THE MAXIMUM PERCENTAGE OF DELETERIOUS SUBSTANCES SHALL NOT EXCEED THE FOLLOWING PERCENTAGES BY WEIGHT:

COAL AND LIGNITE	0.3%
CLAY LUMPS	0.5%
OTHER DELETERIOUS SUBSTANCES	2.0%
- THE FINE AGGREGATE SHALL BE FREE FROM INJURIOUS AMOUNTS OF ORGANIC IMPURITIES.
- THE FINE AGGREGATE SHALL BE GRADED COARSE TO FINE MEETING THE FOLLOWING GRADATION:

SIEVE	% PASSING
3/8"	100
NO. 4	95-100
NO. 8	80-100
NO.16	50-85
NO.30	25-60
NO.50	5-30
NO.100	0-10
NO.200	0-4

D. COARSE AGGREGATE:

- THE MAXIMUM PERCENTAGE OF DELETERIOUS SUBSTANCES SHALL NOT EXCEED THE FOLLOWING PERCENTAGES BY WEIGHT:

SOFT FRAGMENTS	1%
COAL AND LIGNITE	0.3%
CLAY LUMPS	0.3%
OTHER DELETERIOUS SUBSTANCES	2.0%
- WHEN TESTED IN ACCORDANCE WITH THE LOS ANGELES RATTLER METHOD, THE COARSE AGGREGATE SHALL NOT SHOW A WEAR IN EXCESS OF 40%.
- THE AGGREGATE SHALL BE GRADED COARSE TO FINE MEETING THE FOLLOWING GRADATION:

SIEVE	% PASSING
1 1/2"	100
1"	95-100
1/2"	25-60
NO. 4	0-10
NO. 8	0-5
NO. 200	0-2

- ADMIXTURES AND AIR-ENTRAINING AGENTS SHALL BE APPROVED BY THE ENGINEER AS RECOMMENDED WITHIN THE REQUIRED MIX DESIGN AS PREPARED BY A QUALIFIED TESTING LABORATORY.
- ALL CONCRETE PLACED SHALL HAVE A SLUMP OF BETWEEN 1" AND 4" WHEN TESTED IN ACCORDANCE WITH AASHTO T-119.
- ALL CONCRETE PLACED SHALL MEET THE FOLLOWING MINIMUM STRENGTH REQUIREMENTS WHEN TESTED IN ACCORDANCE WITH ALL APPLICABLE ASTM STANDARDS:

LABORATORY MIXED SAMPLE	7 DAYS	2,860 PSI
	28 DAYS	4,000 PSI



BORDER SIZE	DESIGNED	DATE	NO.
22x34"	JAM		
	JAM		
	RES		
	WFR		
	JAM		

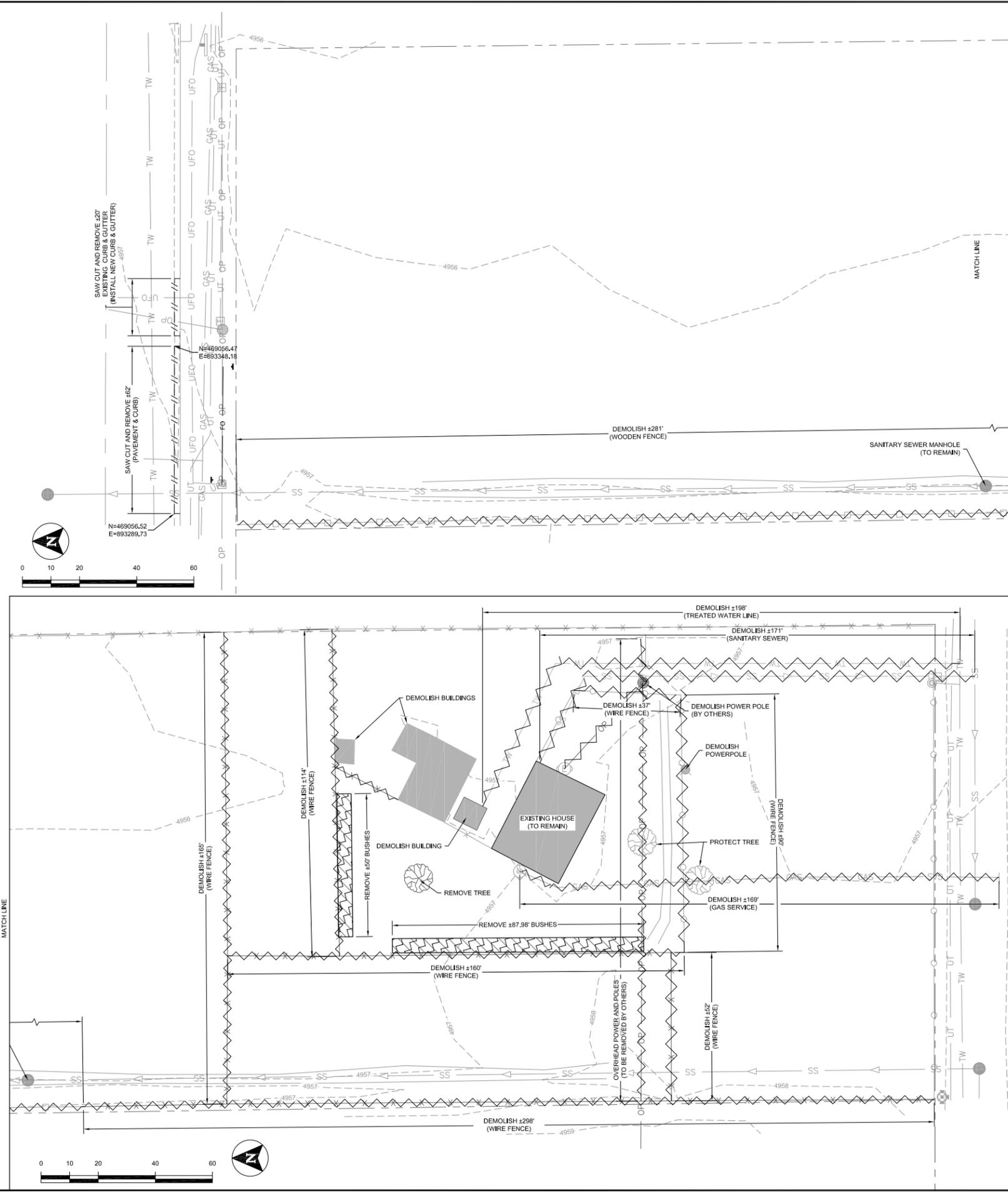
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CONSTRUCTION SET
COUGAR WEST SUBDIVISION
GENERAL PLAN AND NOTES

ATTENTION:
 IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET OR 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE: APRIL 25, 2019
 PROJECT: 180480
 SHEET: **C0.02**

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LEGEND

	SAW CUT
	DEMOLISH
	REMOVE BUSH



BORDER SIZE		DESIGNED		DRAWN		CHECKED		APPROVED	
NO.	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE

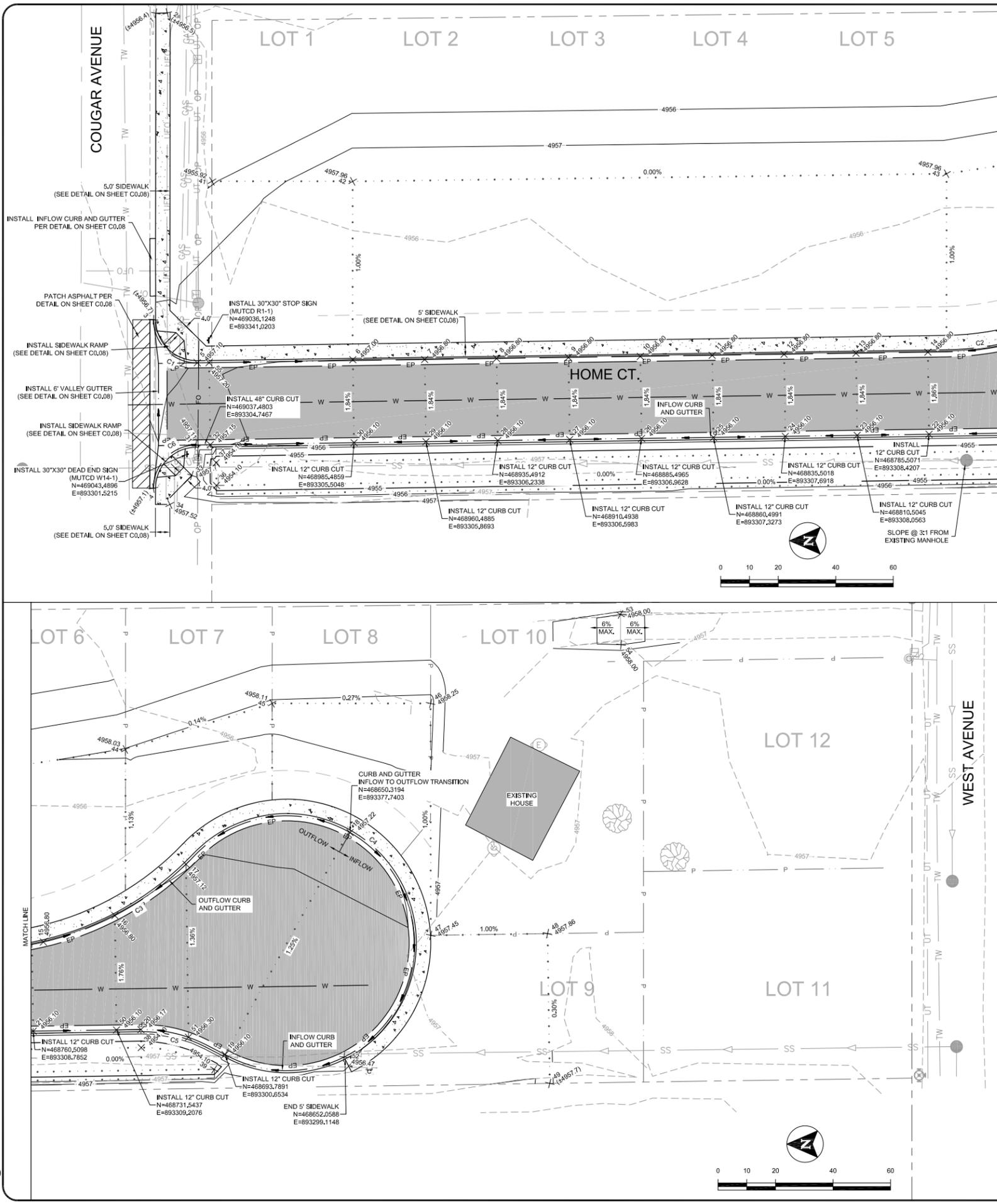
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CONSTRUCTION SET
COUGAR WEST SUBDIVISION
 DEMOLITION AND CLEARING PLAN

ATTENTION:
 0 1/2 1
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 NOT TO SCALE

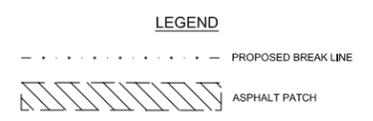
DATE: APRIL 25, 2019
 PROJECT: 180480
 SHEET: **C0.03**

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CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	15.00'	23.74'	90°41'24"	S44°30'35"W	21.34'
C2	105.75'	18.54'	10°02'37"	N5°51'26"W	18.51'
C3	105.75'	30.60'	16°34'42"	N35°45'42"W	30.49'
C4	44.25'	139.02'	180°00'00"	N60°54'18"W	88.50'
C5	48.27'	16.85'	19°59'42"	N9°10'09"E	16.76'
C6	15.00'	23.32'	89°03'44"	N45°21'59"W	21.04'

- NOTE:
- PLANS DO NOT SHOW PROPOSED DRIVEWAY LOCATIONS. INSTALL BYPASS SIDEWALK WHERE DRIVEWAYS ARE INSTALLED. SEE TYPICAL APPROACH AND BYPASS SIDEWALK DETAILS ON SHEET C0.08.
 - SPOT ELEVATIONS SHOWN WITH "2" INDICATE MATCHING EXISTING ELEVATIONS.



Point Table				
Point #	Elevation	Northing	Easting	Description
1	4956.44	469054.44	893454.57	CONC.
2	4956.52	469050.44	893454.67	CONC.
3	4956.66	469055.23	893348.17	FL/PT
4	4957.14	469055.26	893289.73	FL/PT
5	4957.10	469040.01	893333.21	FL/PC
6	4957.00	468985.91	893334.30	FL
7	4956.80	468960.90	893334.37	FL
8	4956.80	468935.91	893334.73	FL
9	4956.80	468910.91	893335.10	FL
10	4956.80	468885.91	893335.46	FL
11	4956.80	468860.91	893335.82	FL
12	4956.80	468835.92	893336.19	FL
13	4956.80	468810.92	893336.55	FL
14	4956.80	468785.92	893336.92	FL/PC
15	4956.80	468756.99	893339.74	FL/PC
16	4956.80	468732.12	893348.93	FL/PCC
17	4957.12	468707.38	893366.75	FL/PC
18	4957.22	468650.32	893377.74	FL
19	4956.10	468693.79	893300.65	FL/PCC
20	4956.17	468723.05	893309.33	FL/PT
21	4956.10	468760.51	893308.79	FL
22	4956.10	468785.51	893308.42	FL
23	4956.10	468810.50	893308.06	FL
24	4956.10	468835.50	893307.69	FL
25	4956.10	468860.50	893307.33	FL
26	4956.10	468885.50	893306.96	FL
27	4956.10	468910.49	893306.60	FL
28	4956.10	468935.49	893306.23	FL
29	4956.10	468960.49	893305.87	FL
30	4956.10	468985.49	893305.50	FL
31	4957.11	469040.48	893304.70	FL/PC
32	4957.15	469035.48	893304.78	FL
33	4957.71	469041.88	893294.11	CONC.
34	4957.52	469049.52	893284.06	CONC.
36	4954.10	469033.33	893290.66	BOTT
37	4954.10	469033.43	893298.55	BOTT
38	4954.10	468722.96	893303.08	BOTT/PC
39	4954.10	468697.53	893295.55	BOTT/PT
41	4955.92	469034.90	893396.23	FG
42	4957.96	468985.96	893396.21	FG
43	4957.96	468779.42	893398.85	FG
44	4958.03	468728.44	893406.57	FG
45	4958.11	468677.41	893422.57	FG
46	4958.25	468622.31	893422.55	FG
47	4957.45	468622.26	893342.05	FG
48	4957.86	468581.62	893342.64	FG
49	4957.70	468580.86	893290.65	FG
50	4956.10	468731.54	893309.21	FL
51	4956.30	468706.50	893306.66	FL
52	4956.47	468652.40	893299.78	FL/PCC
53	4958.00	468556.27	893453.45	FG
54	4958.00	468556.06	893442.95	FG
55	4957.20	469035.90	893333.27	FL/PC

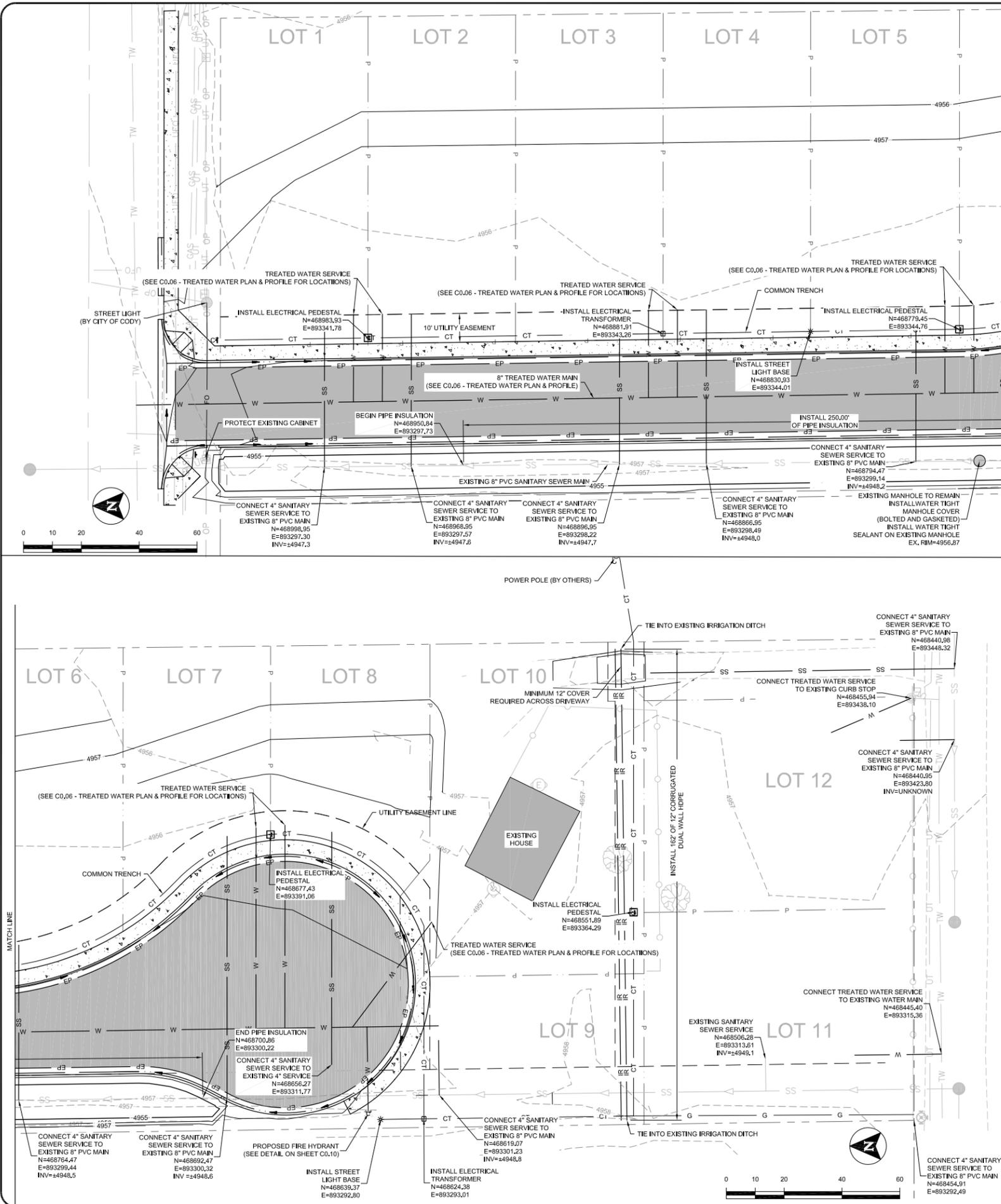


BORDER SIZE	DESIGNED					DRAWN					CHECKED					APPROVED				
	DATE	NO.	DESCRIPTION	DATE	NO.	DATE	NO.	DESCRIPTION	DATE	NO.	DATE	NO.	DESCRIPTION	DATE	NO.					
22x34"																				

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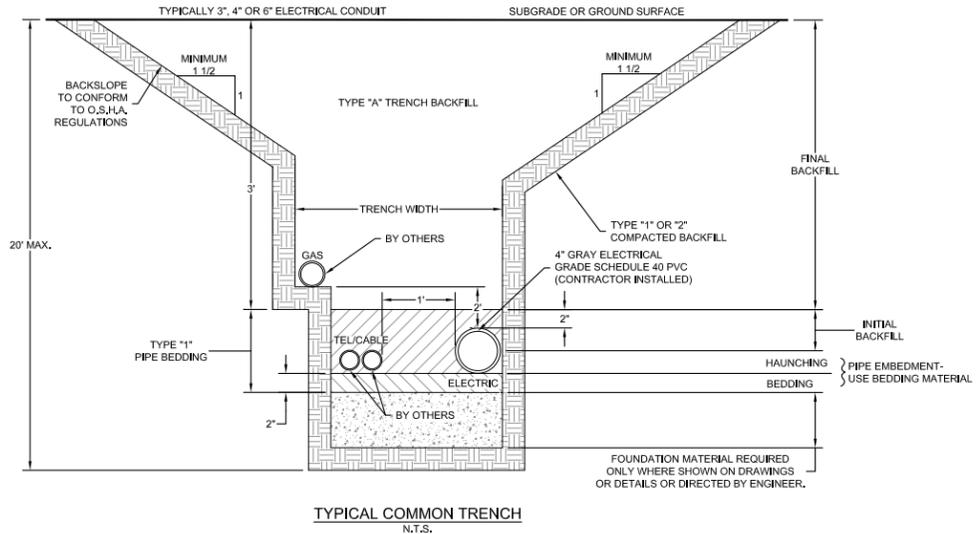
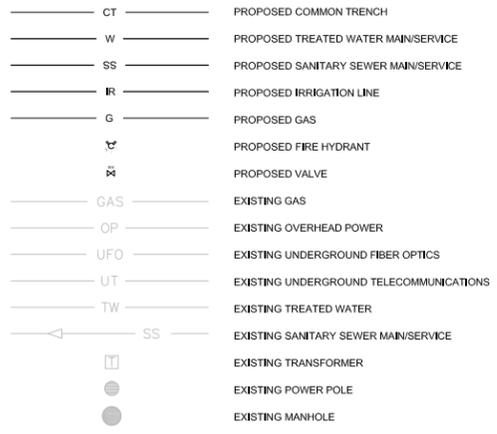
CONSTRUCTION SET
COUGAR WEST SUBDIVISION
 SITE LAYOUT AND GRADING PLAN
 ATTENTION: 1/2" = 1' ON 22x34 SHEET OR 1/2" = 1' ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE
 DATE: APRIL 25, 2019
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 SHEET: **C0.04**

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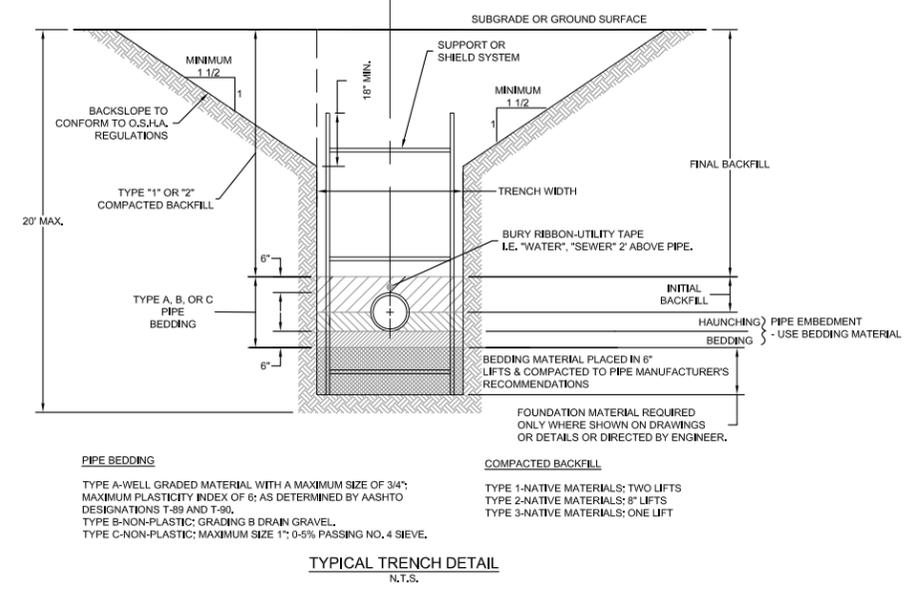


- NOTE:**
- COMMON TRENCH INCLUDES UNDERGROUND POWER, NATURAL GAS, AND TELECOMMUNICATIONS.
 - CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF ELECTRICAL CONDUIT.
 - CONTRACTOR MUST COORDINATE WITH OTHER UTILITIES FOR INSTALLATION OF THEIR LINES IN THE COMMON TRENCH.

LEGEND



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



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



BORDER SIZE	DESIGNED			DRAWN			CHECKED			APPROVED		
	22x34"	JAM	JAM	JAM	JAM	JAM	JAM	JAM	JAM	JAM	JAM	
NO.												
REVISIONS	DATE	DESCRIPTION										

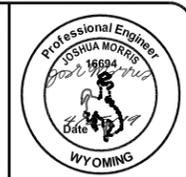
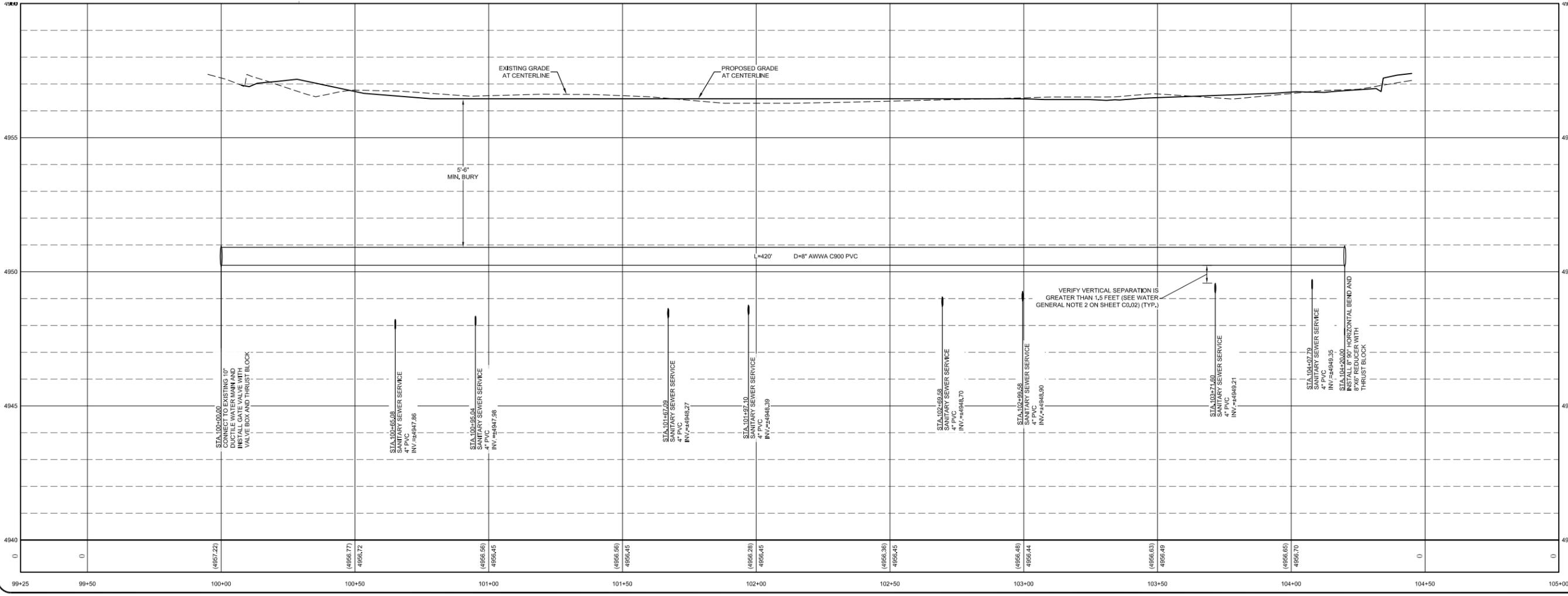
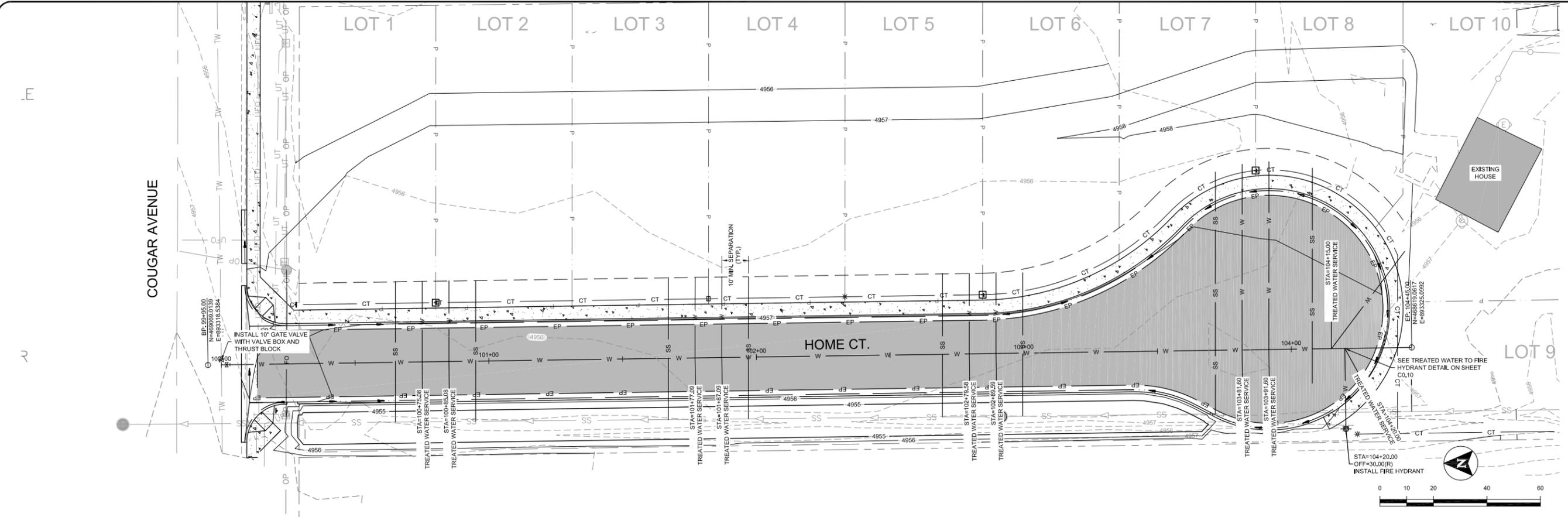
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CONSTRUCTION SET
COUGAR WEST SUBDIVISION
UTILITY LAYOUT PLAN

ATTENTION: 1/2" = 1'
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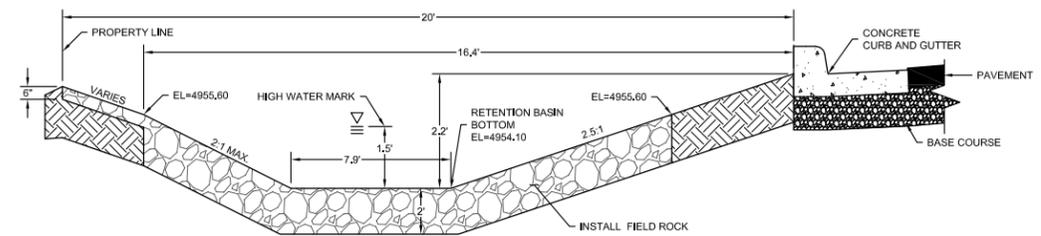
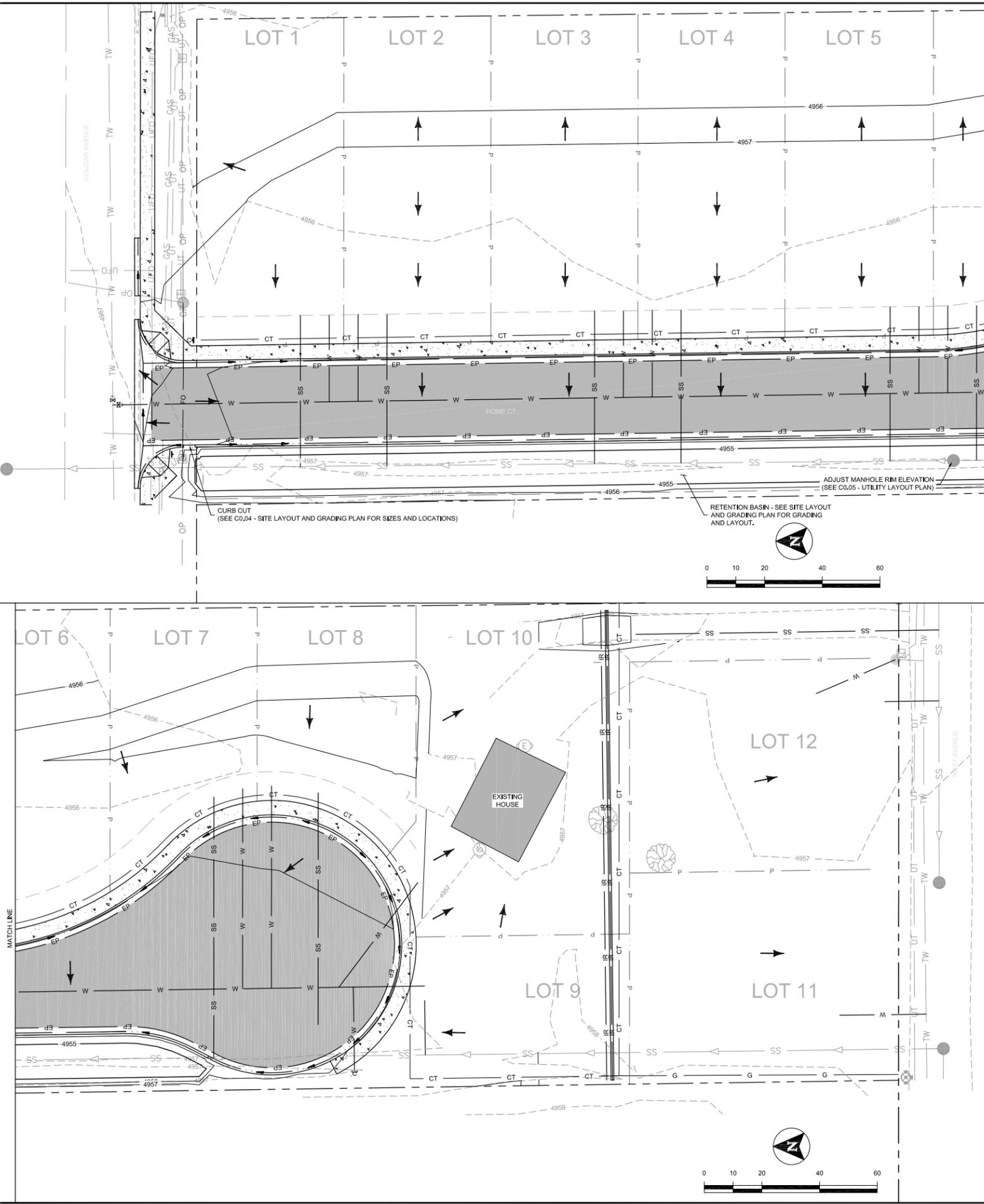
BORDER SIZE	DESIGNED	DRAWN	CHECKED	APPROVED
22x34"	JAM	JAM	RES	WFR
DATE				
REVISIONS				
NO.	DESCRIPTION			

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 CONSULTING ENGINEERS, SURVEYORS & PLANNERS
 502 33RD STREET
 CODY, WY 82414
 PHONE: (307) 567-3411 WWW.T-O-ENGINEERS.COM
 BOISE • CODY • MERIDIAN • NAIWA • SPOKANE

CONSTRUCTION SET
COUGAR WEST SUBDIVISION
 TREATED WATER PLAN & PROFILE

ATTENTION: 1/2" SCALE
 IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE: APRIL 25, 2019
 PROJECT: 180480
 SHEET: **C0.06**



TYPICAL RETENTION BASIN SECTION
N.T.S.

NOTE:
1. FIELD ROCK MUST HAVE A MINIMUM POROSITY OF 35% AS DETERMINED BY ASTM C29.



NO.	REVISIONS DESCRIPTION	DATE	BORDER SIZE 22x34"				
			DESIGNED	DRAWN	CHECKED	APPROVED	JAM
			JAM	JAM	RES	WFR	JAM

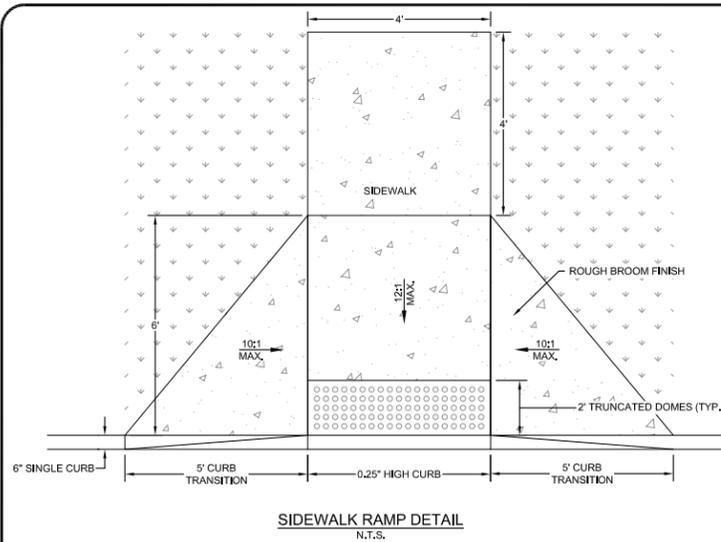
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CONSTRUCTION SET
COUGAR WEST SUBDIVISION
DRAINAGE PLAN

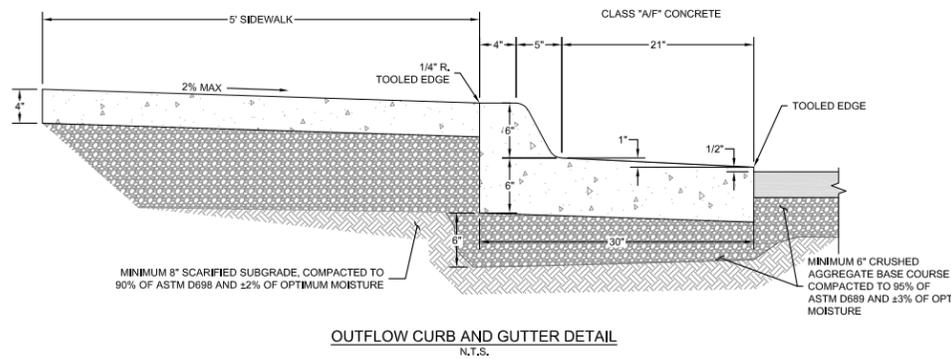
ATTENTION:
1/2" = 1'
IF THIS BAR DOES NOT MEASURE
1" ON 22x34 SHEET or 1/2" ON
11x17 SHEET, THEN DRAWING IS
NOT TO SCALE

DATE: APRIL 25, 2019
PROJECT: 180480
SHEET:

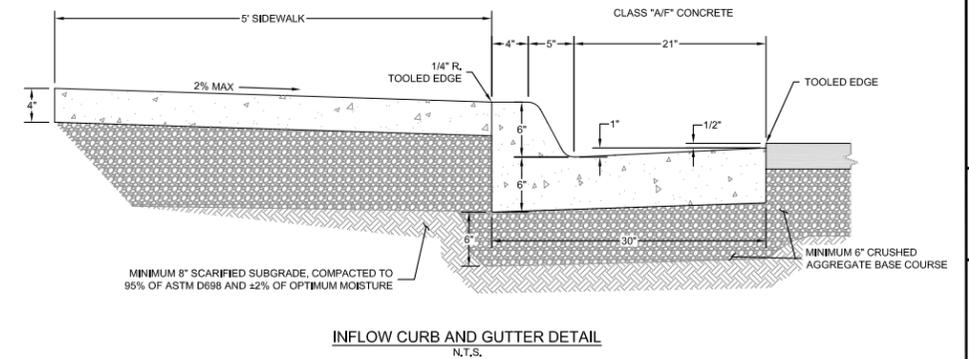
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SIDEWALK RAMP DETAIL
N.T.S.



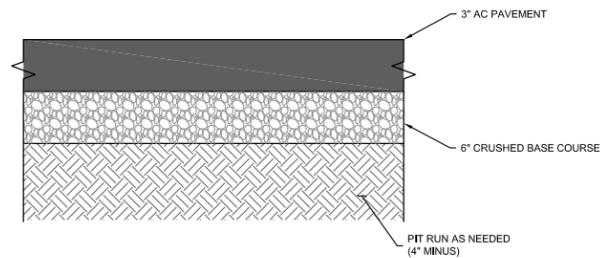
OUTFLOW CURB AND GUTTER DETAIL
N.T.S.



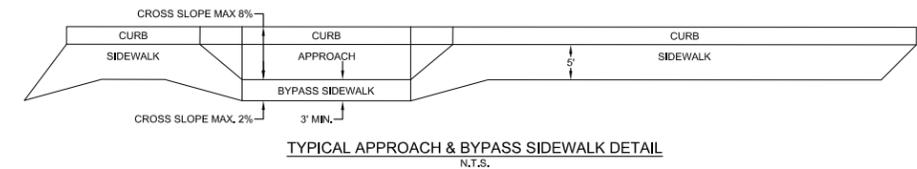
INFLOW CURB AND GUTTER DETAIL
N.T.S.

CURB AND GUTTER NOTES:

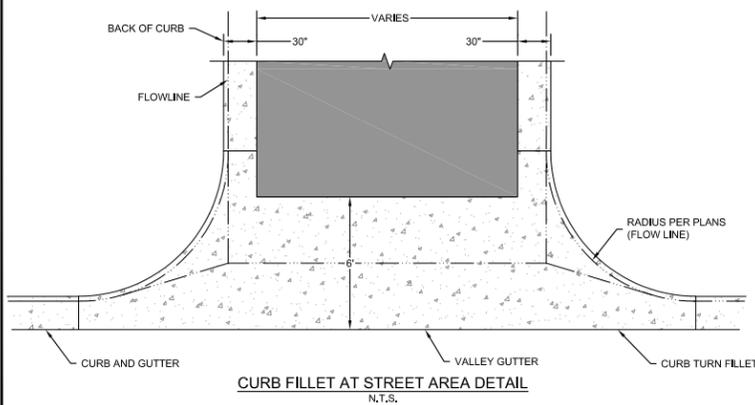
- 1/2" EXPANSION JOINT MATERIAL SHALL BE PLACED AT POINT OF CURVATURE, POINT OF TANGENCY, CURB TURNS, AGAINST STRUCTURES, RAMPS, WALLS, AT TERMINATIONS TO EXISTING SIDEWALKS, AND 50' MAX SPACING. CONTRACTION JOINTS SHALL BE 5 FT. O.C. TO COMPLY WITH THE WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS.
- FIBER REINFORCED CONCRETE OR #3 BARS @ 12" O.C. EACH WAY MAY BE SUBSTITUTED FOR WELDED WIRE FABRIC UPON WRITTEN APPROVAL OF ENGINEER.
- INSTALL CONTRACTION JOINTS 5' O.C. IN ACCORDANCE WITH WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS.
- CLASS A/F CONCRETE.
- NO CURB OR GUTTER SHALL BE PLACED WITHOUT A FINAL INSPECTION BY THE ENGINEER.



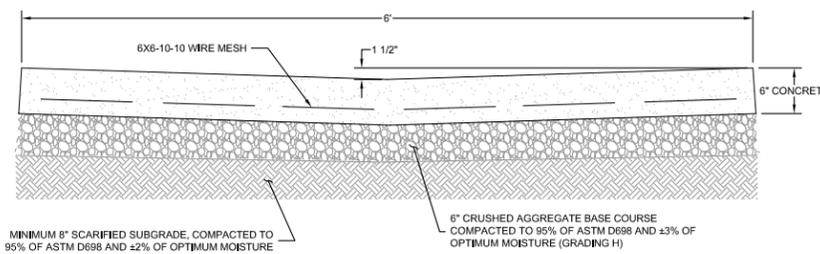
PERMANENT RESURFACING FOR UTILITY CUTS
N.T.S.



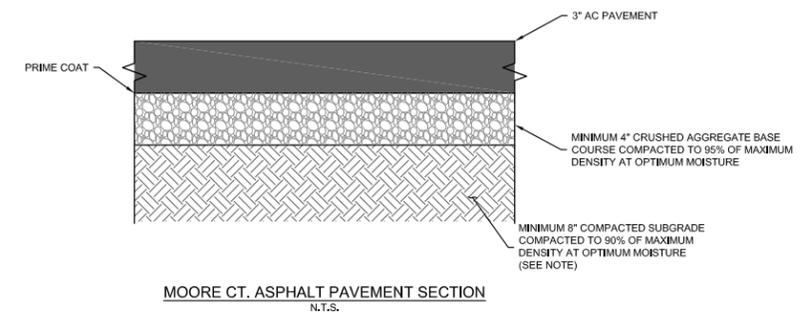
TYPICAL APPROACH & BYPASS SIDEWALK DETAIL
N.T.S.



CURB FILLET AT STREET AREA DETAIL
N.T.S.



6\"/>



MOORE CT. ASPHALT PAVEMENT SECTION
N.T.S.

NOTE:

EXPOSE SUBGRADE TO A MINIMUM 8" THICKNESS. IF CODY COBBLE OR GRAVEL MATERIAL IS PRESENT COMPACT TO 90%. IF SILTY OR OTHERWISE UNSUITABLE MATERIAL IS PRESENT, CONTINUE EXCAVATION TO 12" THICKNESS, OR UNTIL COBBLE IS ENCOUNTERED, AND COMPACT, ALTERNATIVELY, A GEOFABRIC CAN BE INSTALLED AT 8" THICKNESS IN LIEU OF OVEREXCAVATION.



BORDER SIZE	DESIGNED	DRAWN	CHECKED	APPROVED
22x34"	JAM	JAM	RES	WFR
DATE				
REVISIONS				
NO.				
DESCRIPTION				

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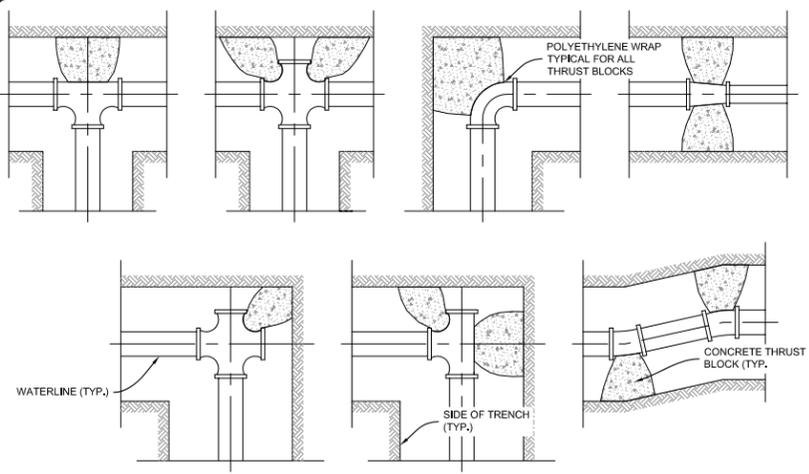
CONSTRUCTION SET
COUGAR WEST SUBDIVISION
STREET DETAILS

ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE
1" ON 22x34 SHEET or 1/2" ON
11x17 SHEET, THEN DRAWING IS
NOT TO SCALE

DATE: APRIL 25, 2019
PROJECT: 180480
SHEET:

C0.08

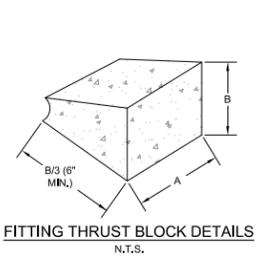
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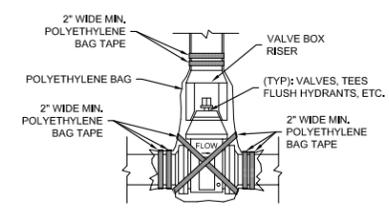
CONCRETE THRUST BLOCKS
N.T.S.

FITTING SIZE	MINIMUM DIMENSIONS FOR THRUST BLOCKING									
	TEES & PLUGS		90° BENDS		45° BENDS & WYES		REDUCERS & 22 1/2° BENDS		11 1/4° BENDS	
	A	B	A	B	A	B	A	B	A	B
4"	1'-7"	1'-2"	1'-8"	1'-6"	1'-8"	0'-10"	1'-7"	0'-6"	0'-6"	0'-6"
6"	2'-0"	1'-11"	2'-5"	2'-2"	1'-10"	1'-7"	1'-9"	0'-10"	1'-0"	0'-6"
8"	2'-8"	2'-6"	3'-2"	3'-0"	2'-5"	2'-1"	1'-9"	1'-6"	1'-0"	1'-0"
10"	3'-4"	3'-3"	4'-0"	3'-10"	3'-0"	2'-9"	2'-2"	1'-11"	1'-6"	1'-0"
12"	4'-0"	3'-10"	4'-8"	4'-8"	3'-8"	3'-3"	2'-7"	2'-3"	2'-0"	1'-0"
14"	5'-5"	3'-10"	6'-5"	4'-11"	4'-9"	3'-5"	3'-5"	2'-5"	2'-0"	1'-6"
20"	5'-0"	5'-0"	6'-0"	6'-0"	5'-0"	4'-0"	3'-6"	3'-0"	3'-0"	2'-0"
24"	6'-0"	6'-0"	7'-0"	7'-0"	5'-0"	5'-0"	4'-6"	3'-0"	3'-0"	3'-0"
30"	7'-6"	7'-6"	8'-0"	8'-0"	6'-3"	6'-3"	4'-8"	4'-6"	3'-3"	3'-3"

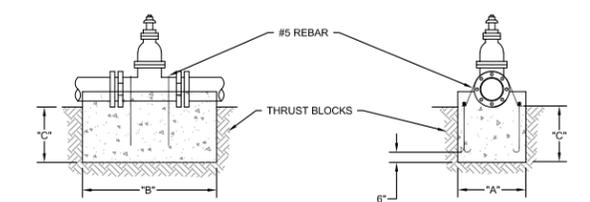
- NOTES:**
- FITTINGS TO BE SEPARATED FROM BLOCKS WITH AN APPROVED BOND BREAKER, SUCH AS POLY WRAP.
 - ALL BLOCKS TO BEAR AGAINST UNDISTURBED MATERIAL.
 - DESIGN IS BASED ON 150 PSI MAIN PRESSURE AND 2000 PSF SOIL BEARING CAPACITY.



FITTING THRUST BLOCK DETAILS
N.T.S.



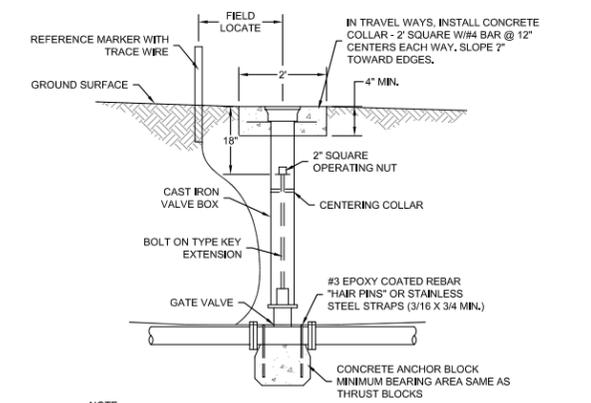
POLYETHYLENE ENCASEMENT DETAILS
N.T.S.



ANCHOR ROD SIZE	MINIMUM DIMENSIONS FOR VALVE THRUST BLOCKING							
	3/4"	3/4"	3/4"	1"	1 1/8"	1 1/4"	1 3/8"	
	VALVE SIZE	2", 4", 6" & 8"	10"	12"	14"	16"	18"	24"
150 PSI	"A"	2'-0"	2'-6"	3'-0"	3'-5"	4'-4"	5'-5"	6'-5"
	"B"	2'-0"	2'-6"	3'-0"	3'-0"	3'-0"	3'-0"	4'-0"
	"C"	2'-0"	2'-0"	2'-8"	3'-0"	3'-0"	3'-0"	4'-0"

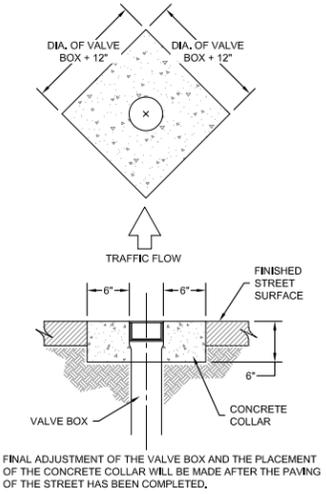
VALVE THRUST BLOCK DETAILS
N.T.S.

- NOTES:**
- PRESSURES SHOWN ABOVE ARE MAXIMUM WORKING PRESSURE IN THE SYSTEM.
 - TO BE INSTALLED AT THE LOCATIONS SHOWN ON PLANS, OR AS CALLED FOR BY THE ENGINEER.
 - COAT EXPOSED PORTIONS OF ANCHOR RODS WITH "KOPPERS" BITUMASTIC NO. 50 COATING OR APPROVED EQUAL.
 - VALVES TO BE SEPARATED FROM BLOCKS WITH POLYETHYLENE WRAP.
 - THRUST BLOCKS WILL BE PRECAST CONCRETE.

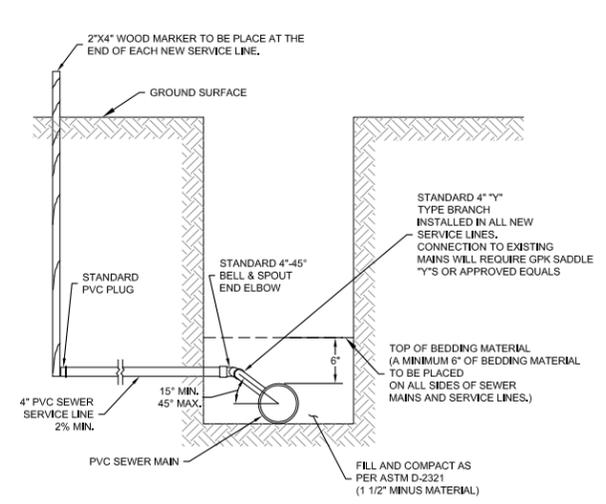


BURIED VALVE DETAIL
N.T.S.

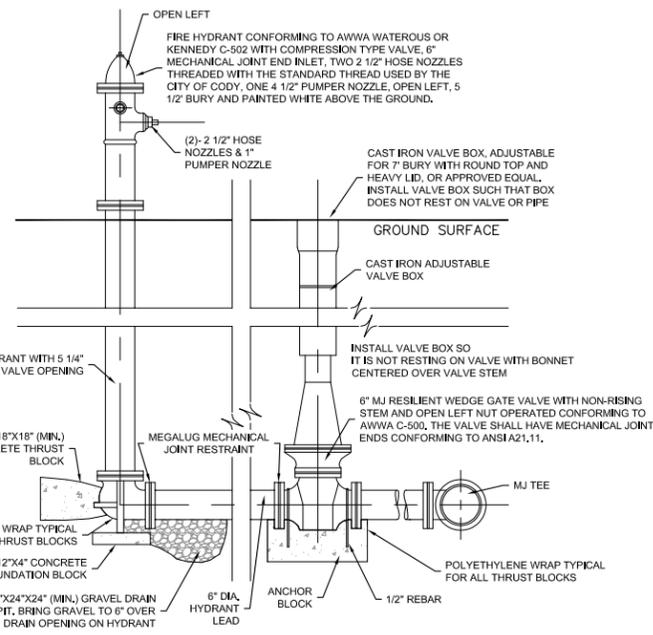
NOTE:
1. ON GRAVEL SURFACED ROADS MAINTAINED BY BIG HORN COUNTY, SET CONCRETE COLLAR AND TOP OF VALVE BOX 8" BELOW ROAD SURFACE. PROVIDE ANCHOR BLOCK AT LOCATIONS SHOWN ON DRAWINGS OR AS DIRECTED BY ENGINEER.



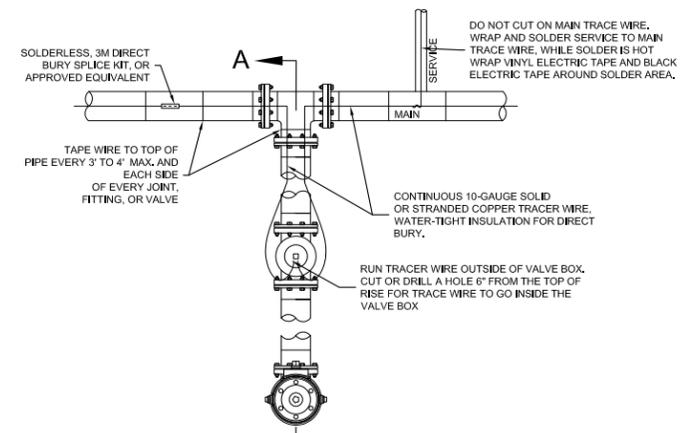
GATE VALVE SURFACE PAD
CITY OF CODY
N.T.S.



SANITARY SEWER SERVICE DETAIL
CITY OF CODY
N.T.S.

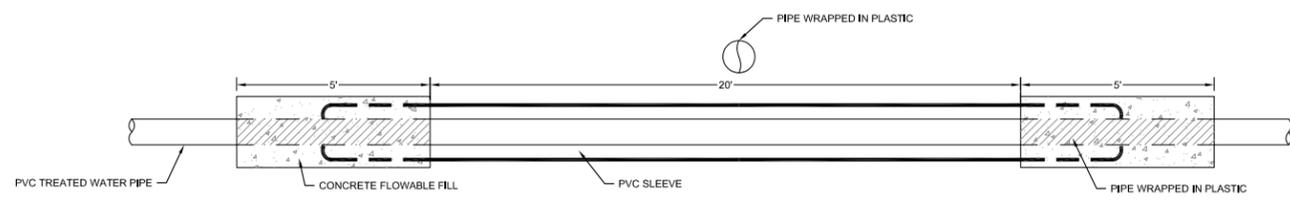


FIRE HYDRANT, VALVE & THRUST BLOCK DETAIL
CITY OF CODY
N.T.S.



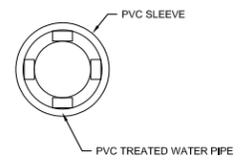
TRACER WIRE DETAIL
CITY OF CODY
N.T.S.

- NOTES:**
- TRACER WIRE SHALL TERMINATE INSIDE VALVE BOX WITH ENOUGH SLACK TO REACH 2' ABOVE GROUND SURFACE.
 - ALL WIRE AND CABLE SHALL BE 10-GAUGE SOLID OR STRANDED COPPER WIRE, WITH 600 VOLT RATED HIGH MOLECULAR WEIGHT POLYETHYLENE (HMWPE) INSULATION.

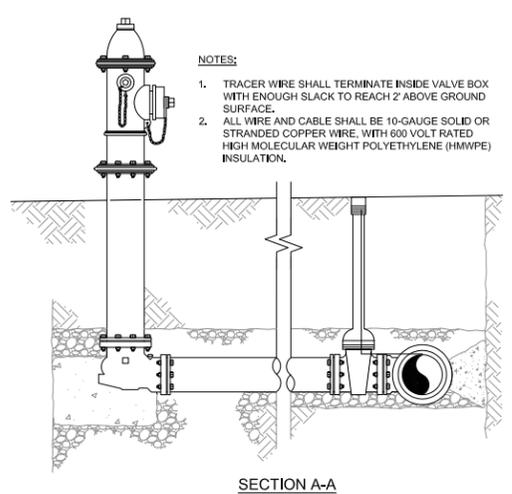


NOTES:

1. 10' MIN. SLEEVING MUST OCCUR



PIPE CROSSING DETAIL
N.T.S.



SECTION A-A



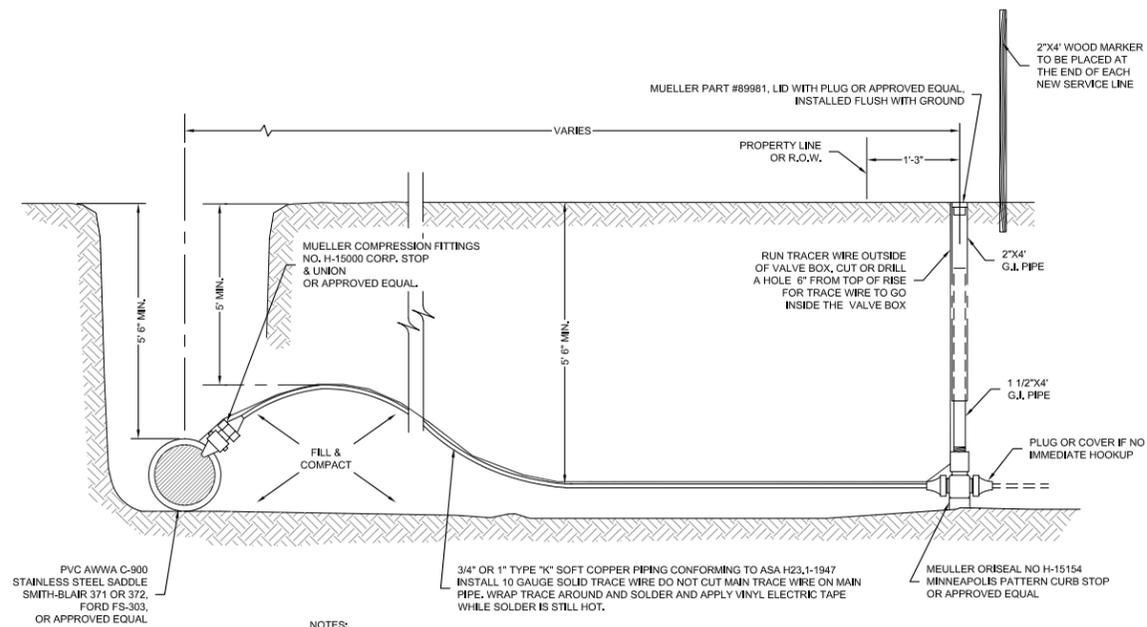
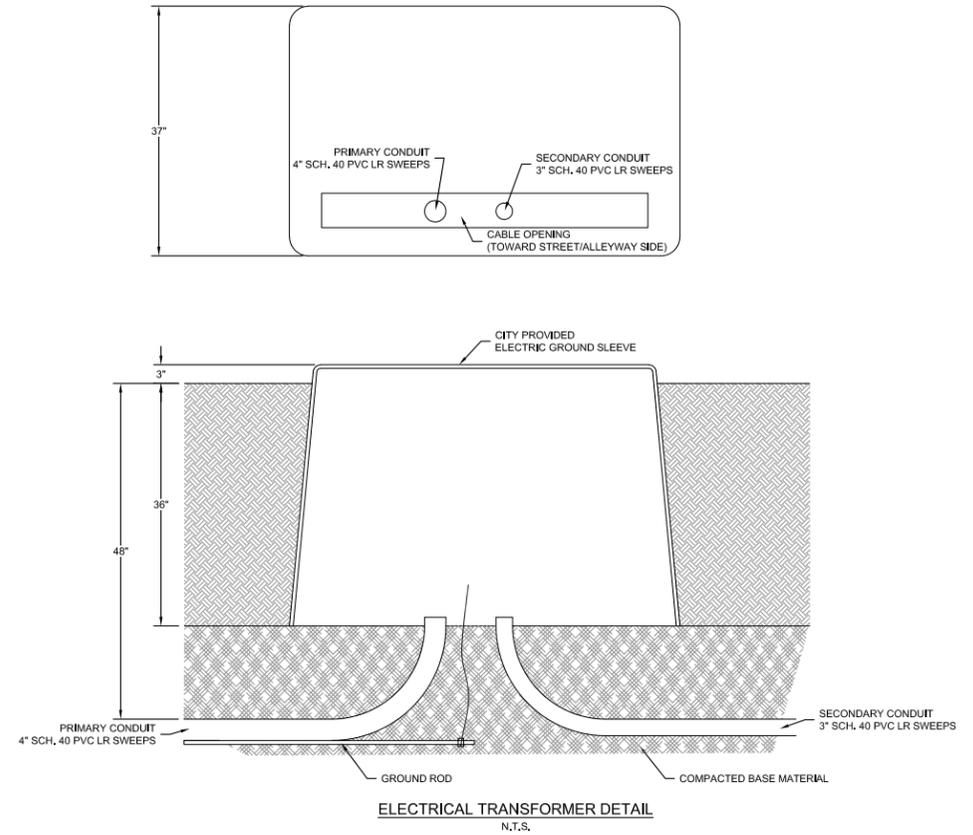
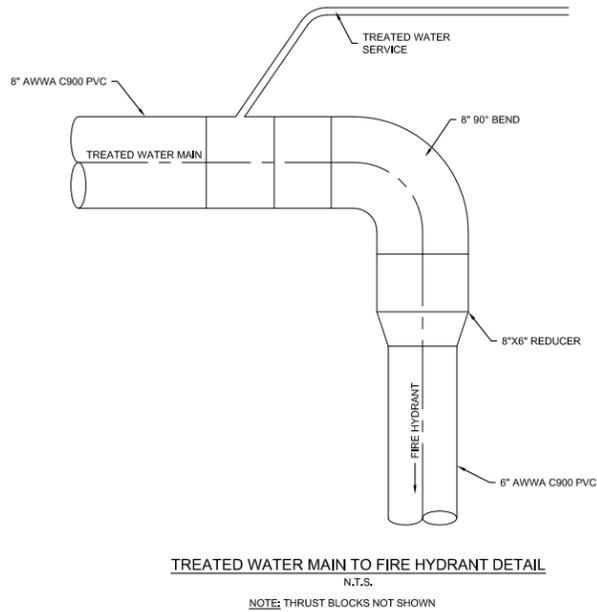
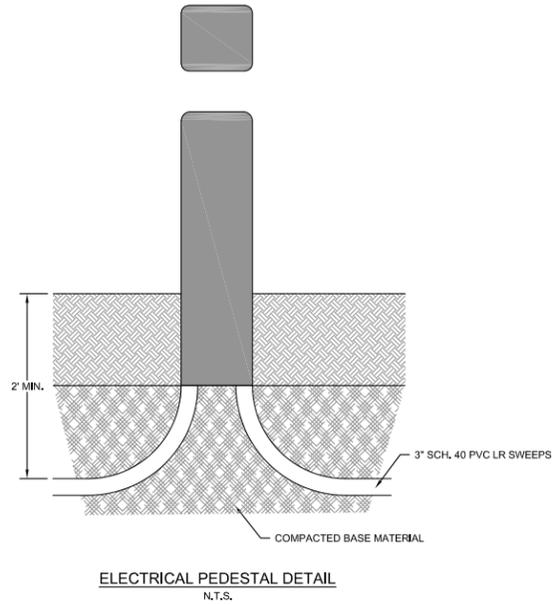
BORDER SIZE	DESIGNED					DRAWN					CHECKED					APPROVED				
	22x34"	JAM	JAM	JAM	JAM	JAM	JAM	JAM	JAM	JAM	JAM	JAM	JAM	JAM	JAM	JAM	JAM			
DATE																				
NO.																				

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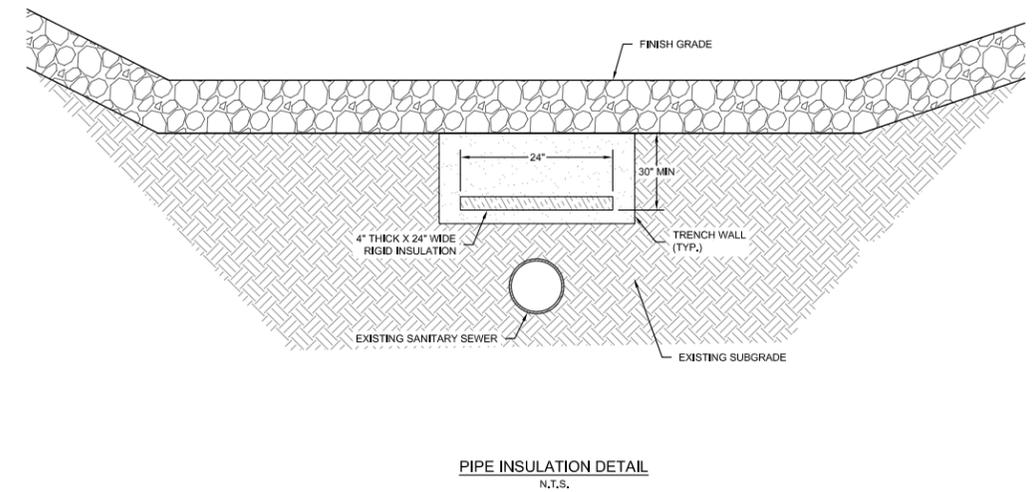
CONSTRUCTION SET
COUGAR WEST SUBDIVISION
UTILITY DETAILS - SHEET 1

ATTENTION: 1/2"
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE: APRIL 25, 2019
PROJECT: 180480
SHEET:



- NOTES:
1. DOUBLE BACKFLOW PREVENTION CHECK VALVES MUST BE INSTALLED FOR ALL RESIDENTIAL SERVICES.
 2. PLEASE CONTACT THE CITY OF CODY FOR DETERMINATION OF NEEDS FOR COMMERCIAL SERVICES.



BORDER SIZE	DESIGNED	DRAWN	CHECKED	APPROVED
22x34"	JAM	JAM	RES	WFR
DATE				

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CONSTRUCTION SET
COUGAR WEST SUBDIVISION
UTILITY DETAILS - SHEET 2

ATTENTION:
1/2" = 1'
IF THIS BAR DOES NOT MEASURE
1" ON 22x34 SHEET or 1/2" ON
11x17 SHEET, THEN DRAWING IS
NOT TO SCALE

DATE: April 26, 2019
PROJECT: 180480
SHEET:

MEETING DATE: MAY 7, 2019

DEPARTMENT: PUBLIC WORKS - STREETS

PREPARED BY: PHILLIP M. BOWMAN, P.E.

PRESENTED BY: PHILLIP M. BOWMAN, P.E.

AGENDA ITEM SUMMARY REPORT

Award of Bid Number 2019-04 – 19th Street Overlay Project from Big Horn Avenue to Sheridan Avenue

ACTION TO BE TAKEN

Award Bid Number 2019-04 for the 19th Street Overlay Project to Wild West Construction in the estimated amount of \$11,825, and authorize the City Administrator to sign the Notice of Award, Project Agreement between Owner and Contractor, and all associated contract documents.

SUMMARY OF INFORMATION

The 19th Street Overlay Project was advertised for public bidding in the Cody Enterprise on April 11 and April 18, 2019, and sealed bids were received and publicly opened by the City on April 25, 2019. The City simultaneously received sealed bids for a similar project, Bid Number 2019-05 for the Sunshine Avenue Paving Project. Two (2) bids were received for Bid Number 2019-04 from Wild West Construction and Quality Asphalt Paving, and the same two companies also submitted bids for Bid Number 2019-05. In a unique outcome, the bids received from both companies on both projects were for the exact same amount and were deemed by City Staff and the City Attorney to be equal. Upon discussion with the City Attorney and the bidders, it was agreed that a simple “draw a name from a hat” would be used to award Bid Number 2019-04 for the 19th Street Overlay Project, and that the name not drawn would be awarded Bid Number 2019-05 for the Sunshine Avenue Paving Project.

The drawing was held on May 1, 2019, with representatives from City Staff, Wild West Construction, and Quality Asphalt Paving in attendance. Wild West Construction was drawn from the hat for Bid Number 2019-04 for the 19th Street Overlay Project. City Staff has reviewed the bid materials submitted and recommends that the 19th Street Overlay Project be awarded to Wild West Construction.

It is requested that the City Administrator be authorized to sign and execute the Notice of Award (NOA) for the project, the Project Agreement between the Owner and Contractor, and all associated contract documents. All contract documents will be approved by Scott Kolpitcke, City Attorney, prior to execution by the City Administrator and the contractor.

It is anticipated that the 19th Street Overlay Project will be completed in the summer of 2019 in the general time frame of late June or July.

FISCAL IMPACT

This project is included in the approved FY2018-2019 Budget in the Public Works Unit, Capital Infrastructure Program, as the “19th Street Overlay” project. The bid received from Wild West Construction is in line with the amount budgeted to complete the project.

ATTACHMENTS

1. Bid Submittal Sheet from Wild West Construction

AGENDA & SUMMARY REPORT TO

None

AGENDA ITEM NO. _____

Bid Proposal Form
Bid No. 2019-04 19th Street Overlay
City of Cody, Wyoming



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

The undersigned Bidder agrees to provide the placement and rolling a 2" compacted overlay on 19th Street, from Big Horn Avenue to Sheridan Avenue pursuant to the specifications and invitation to bid.

Starting Date: 7-1-19

Completion Date: 8-1-19

Price Per Square Yard: \$1.85

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

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

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

Final payment will not be made until such completion of work shall have been advertised once a week for three (3) consecutive and forty-one (41) days shall have elapsed from the time of the first publication of completion and acceptance of the work.

Date 4-23-19

Bill Sheets
Signature

Bill Sheets
Typed or Printed Name

Wild West Construction
Company

355 McCullough Peaks Rd
Mailing Address

Cody WY 82414
City, State and Zip

E-mail Address

MEETING DATE: MAY 7, 2019

DEPARTMENT: PUBLIC WORKS - STREETS

PREPARED BY: PHILLIP M. BOWMAN, P.E.

PRESENTED BY: PHILLIP M. BOWMAN, P.E.

AGENDA ITEM SUMMARY REPORT

Award of Bid Number 2019-05 – Sunshine Avenue Paving Project from Heart Mountain Street to 11th Street

ACTION TO BE TAKEN

Award Bid Number 2019-05 for the Sunshine Avenue Paving Project to Quality Asphalt Paving in the estimated amount of \$6,458, and authorize the City Administrator to sign the Notice of Award, Project Agreement between Owner and Contractor, and all associated contract documents.

SUMMARY OF INFORMATION

The Sunshine Avenue Paving Project was advertised for public bidding in the Cody Enterprise on April 11 and April 18, 2019, and sealed bids were received and publicly opened by the City on April 25, 2019. The City simultaneously received sealed bids for a similar project, Bid Number 2019-04 for the 19th Street Overlay Project. Two (2) bids were received for Bid Number 2019-05 from Wild West Construction and Quality Asphalt Paving, and the same two companies also submitted bids for Bid Number 2019-04. In a unique outcome, the bids received from both companies on both projects were for the exact same amount and were deemed by City Staff and the City Attorney to be equal. Upon discussion with the City Attorney and the bidders, it was agreed that a simple “draw a name from a hat” would be used to award Bid Number 2019-04 for the 19th Street Overlay Project, and that the name not drawn would be awarded Bid Number 2019-05 for the Sunshine Avenue Paving Project.

The drawing was held on May 1, 2019, with representatives from City Staff, Wild West Construction, and Quality Asphalt Paving in attendance. Quality Asphalt Paving was not drawn from the hat for Bid Number 2019-04 for the 19th Street Overlay Project, and was therefore considered for the Sunshine Avenue Paving Project. City Staff has reviewed the bid materials submitted and recommends that the Sunshine Avenue Paving Project be awarded to Quality Asphalt Paving.

It is requested that the City Administrator be authorized to sign and execute the Notice of Award (NOA) for the project, the Project Agreement between the Owner and Contractor, and all associated contract documents. All contract documents will be approved by Scott Kolpitzke, City Attorney, prior to execution by the City Administrator and the contractor.

It is anticipated that the Sunshine Avenue Paving Project will be completed in the summer of 2019 in the general time frame of late May or June.

FISCAL IMPACT

This project is included in the approved FY2018-2019 Budget in the Public Works Unit, Capital Infrastructure Program, as the “Sunshine Avenue Overlay” project. The bid received from Quality Asphalt Paving is in line with the amount budgeted to complete the project.

ATTACHMENTS

1. Bid Submittal Sheet from Quality Asphalt Paving

AGENDA & SUMMARY REPORT TO

None

AGENDA ITEM NO. _____

Bid Proposal Form
Bid No. 2019-05 Sunshine Avenue Asphalt Mat
City of Cody, Wyoming



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

The undersigned Bidder agrees to provide the placement and rolling of a 3" compacted asphalt mat on Sunshine Avenue, from Heart Mountain Street to 11th Street pursuant to the specifications and invitation to bid.

Starting Date: PER CITY
Completion Date: PER CITY
Price Per Square Yard: \$1.25

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

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

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

Final payment will not be made until such completion of work shall have been advertised once a week for three (3) consecutive and forty-one (41) days shall have elapsed from the time of the first publication of completion and acceptance of the work.

Date 4/18/19

[Signature]
Signature
LONDON GREER
Typed or Printed Name
QUALITY ASPHALT PAVING
Company
PO Box 2962
Mailing Address
CODY, WY 82414
City, State and Zip
london@gap-inc.com
E-mail Address