

# City of Cody City Council

## AGENDA

Tuesday, December 17, 2019 – 7:00 p.m. **(Pre-Meeting to begin at 6:30 p.m.)**  
**(Pre meeting agenda – Discussion on Board Appointments)**

Meeting Place: City of Cody Council Chambers – 1338 Rumsey Avenue, Cody, WY

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

### 1. Consent Calendar

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

- a. Approval of Minutes: Regular Minutes from December 3, 2019, Special Work Session from November 26, 2019.
- b. Approve Payroll and Vouchers in the amount of \$1,841,932.52.
- c. Approve Vouchers in the amount of \$476,052.17, noting vouchers related to One Cent Special Purpose Tax Projects.
- d. Accept Bid 2019-13 to sell approximately 3.46 acres of land, described as Lot 1 of the Benny's Place Minor Subdivision to Park County Animal Shelter and authorize the Mayor to sign documents relating to the sale of said lot, noting bid in the amount of \$82,510.00.
- e. Approve the award of Bid 2019-14 to Floyd's Truck Center for (2) Auto cab and Chassis' with (2) Southwest compaction bodies with the optional remote lube systems in the amount of \$494,680.44
- f. Authorize Barry Cook, City Administrator to sign the retainage release document for the 2019 ADA Ramp Improvement project, with a release date of December 23, 2019.
- g. Authorize the Mayor to enter into a Memorandum of Agreement between the City of Cody and Northwest College as it relates to credit for fitness classes at the Recreation Center.
- h. Approve the plat amendment to the Cook Minor Subdivision, to relocate gas line Easement.

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.

Chief Baker –Update - Deer Count and Culling Program

### 3. Public Hearing

4. Conduct of Business

- a. Authorize the Mayor to sign Amendment No. 2 to the Professional Services Agreement with T-O Engineering for the Beacon Hill Water Tank Project.  
Staff Reference: Phillip Bowman, Public Works Director
- b. Ordinance 2019-08 – 1<sup>st</sup> Reading  
An Ordinance Amending Title 3, chapter 3, Section 3-3-3, of the City of Cody code: Taxicab Fees  
Staff Reference: Cindy Baker, Administrative Services Officer
- c. Ordinance 2019-10 – 1<sup>st</sup> Reading  
An Ordinance Amending Title 5, Chapter 5, Section 5-5-1 B, of the City of Cody Code: Fireworks – Sales, License and Use:  
Staff Reference: Cindy Baker, Administrative Services Officer
- d. Ordinance 2019-11 -1<sup>st</sup> Reading  
An Ordinance Amending Title 3, Chapter 2, Article II, Section 3-2-14 G, of the City of Cody Code: License Fees.  
Staff Reference: Cindy Baker Administrative Services Officer
- e. Ordinance 2019-12– 1<sup>st</sup> reading  
An Ordinance Adding Title 3, Chapter 2, Article II, Section 3-2-10 E, of the City of Cody Code: Licenses: Numbers, Application, Issuance and Regulation of Licenses and Licensees.  
Staff Reference: Cindy Baker, Administrative Services Officer.

5. Tabled Items

6. Matters from Staff Members

7. Matters from Council Members

Adjournment

<p><b>January 7, 2020 - Tuesday – Regular Council Meeting 7:00 p.m.</b> <b>January 14, 2020 - Tuesday – Special Work Session 4:00 p.m.</b> <b>January 21, 2020 - Tuesday – Regular Council Meeting 7:00 p.m.</b></p>
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**City of Cody**  
**Council Proceedings**  
**Tuesday , December 3, 2019**

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, December 3, 2019 at 7:00 p.m.

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

Absent: None

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

Council Member Greer made a motion seconded by Council Member Rasmussen to approve the Consent Calendar as presented. Consent calendar approved included the approval of Minutes: Approval of Minutes: Regular Minutes from November 19, 2019; approve Vouchers in the amount of \$285.00, noting vouchers associated with one cent specific purpose tax funds and declare 71 used transformers as surplus and approve the Award of Bid 2019-12 Surplus Transformers and Equipment to T&R for a total sale price of \$4,592.50. Vote was unanimous.

Council Member Fritz made a motion seconded by Council Member Baily to approve Vouchers and payroll in the amount of \$694,480.78. Council Member Greer recused himself from the vote. Vote was unanimous from remaining Council Members.

Council Member Rasmussen made a motion seconded by Council Member Fritz to aa letter of support for the Yellowstone Regional Airport relating to an application for a grant from the State Land and Investment Board and authorize the Mayor to sign said letter. Vote was unanimous.

There being no further action Council President adjourned the meeting at 7:08 p.m.

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Matt Hall, Mayor

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Cindy Baker, Administrative Services Officer

**City of Cody**  
**Council Proceedings**  
**Tuesday, November 26, 2019**

A special meeting of the Cody City Council was held in Council Chambers of Cody City Hall on Tuesday, November 26, 2019 at 5:00 p.m.

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

Absent: None

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

The Governing Body continued discussion on revenue and expenditures. Staff was given direction of several items which where applicable will be presented to Council for approval at an upcoming Council Meeting. Some items required additional information be provided for future discussion or where tabled for future discussion.

Mayor Hall adjourned the meeting at 6:35 p.m.

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Cynthia D Baker  
Administrative Services Officer

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Matt Hall  
Mayor

**City of Cody**  
**Council Proceedings**  
**Tuesday, December 10, 2019**

A special meeting of the Cody City Council was held in Council Chambers of Cody City Hall on Tuesday, December 10 2019 at 4:00 p.m.

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

Absent: None

Mayor Hall called the meeting to order at 4:00 p.m.

Phillip Bowman, Public Works Director provided the Governing Body information relating to Special Purpose Tax Projects. No action was taken.

The Governing Body interviewed applicants for the Yellowstone Regional Airport Board and the Planning & Zoning Board vacancies. Discussion was held but no staff direction as to appointees, will be further discussed at the pre-meeting on Tuesday, December 17<sup>th</sup> at 6:30 p.m.

Mayor Hall adjourned the meeting at 6:22 p.m.

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Cynthia D Baker  
Administrative Services Officer

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Matt Hall  
Mayor

Report Criteria:

Invoice.Detail.Input date = 12/10/2019  
Invoice.Batch = {NOT LIKE} "1"

Secondary Name	Invoice	Description	Invoice Date	Total Cost
<b>AMERICAN FAMILY LIFE ASSUR (550)</b>				
	225596	AFLAC PREMIUM	12/02/2019	2,541.41
Total :				2,541.41
Total AMERICAN FAMILY LIFE ASSUR (550):				2,541.41
<b>AMERICAN WELDING &amp; GAS, INC. (128592)</b>				
	06763703	BOTTLE RENTAL	11/30/2019	67.05
	06763704	CARBON DIOXIDE/CYLINDER RENTAL	11/30/2019	32.25
Total :				99.30
Total AMERICAN WELDING & GAS, INC. (128592):				99.30
<b>ANIXTER INC (130622)</b>				
	4379174-00	WWTF PHASE 2 - TRANSFORMER BASEMENT	12/04/2019	556.26
	4379174-00	WWTF PHASE 2 - TRANSFORMER BASEMENT	12/04/2019	169.97
	4379174-00	WWTF PHASE 2 - TRANSFORMER BASEMENT	12/04/2019	46.36
	4379174-00	WWTF PHASE 2 - TRANSFORMER BASEMENT	12/04/2019	772.58
Total :				1,545.17
Total ANIXTER INC (130622):				1,545.17
<b>BAILEY ENTERPRISES INCORPORATED (130546)</b>				
	113019	Fuel	12/04/2019	114.55
	113019	Fuel	12/04/2019	945.03
	113019	Fuel	12/04/2019	164.80
	113019	Fuel	12/04/2019	54.93
	113019	Fuel	12/04/2019	2,279.78
	113019	Fuel	12/04/2019	164.80
	113019	Fuel	12/04/2019	82.40
	113019	Fuel	12/04/2019	9.88
	113019	Fuel	12/04/2019	204.04
	113019	Fuel	12/04/2019	73.83
	113019	Fuel	12/04/2019	68.99
	113019	Fuel	12/04/2019	48.36
	113019	Fuel	12/04/2019	88.74
	113019	Fuel	12/04/2019	129.19
	113019	Fuel	12/04/2019	162.44
	113019	Fuel	12/04/2019	33.24
	113019	Fuel	12/04/2019	1,614.81
	113019	Fuel	12/04/2019	137.67
	113019	Fuel	12/04/2019	206.61
	113019	Fuel	12/04/2019	631.07
	113019	Fuel	12/04/2019	16.62
	113019	Fuel	12/04/2019	81.89
	113019	Fuel	12/04/2019	22.47
	113019	Fuel	12/04/2019	2,727.71
	113019	Fuel	12/04/2019	887.16
	113019	Fuel	12/04/2019	679.24
	113019	Fuel	12/04/2019	42.85
	113019	Fuel	12/04/2019	24.98

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	113019	Fuel	12/04/2019	22.47
	113019	Fuel	12/04/2019	258.13
	113019	Fuel	12/04/2019	192.81
	113019	Fuel	12/04/2019	22.47
	113019	Fuel	12/04/2019	500.06
	113019	Fuel	12/04/2019	95.43
	113019	Fuel	12/04/2019	300.84
	113019	Fuel	12/04/2019	18.35
	113019	Fuel	12/04/2019	775.51
Total :				13,884.15
Total BAILEY ENTERPRISES INCORPORATED (130546):				13,884.15
<b>BUTLER, BERNADETTE (132018)</b>				
	493876	OFFICE CHAIR	12/05/2019	99.99
Total :				99.99
Total BUTLER, BERNADETTE (132018):				99.99
<b>CARQUEST AUTO PARTS (10200)</b>				
	2874-IC-387395	credit battery B15	11/04/2019	22.00-
	2874-IC-387549	credit battery D12	11/06/2019	44.00-
	2874-IC-387562	credit battery D12	11/06/2019	81.00-
	2874-IC-388568	credit valve C02	11/22/2019	25.00-
	2874-ID-387303	filter H03	11/01/2019	7.28
	2874-ID-387367	headlight and wipers A02	11/04/2019	55.07
	2874-ID-387370	wipers A02	11/04/2019	.00
	2874-ID-387390	battery B15	11/04/2019	132.54
	2874-ID-387392	filters G05	11/04/2019	31.14
	2874-ID-387467	filter B02	11/05/2019	2.87
	2874-ID-387548	filter B11	11/06/2019	2.66
	2874-ID-387550	oil B11	11/06/2019	22.99
	2874-ID-387558	oil G05	11/06/2019	55.18
	2874-ID-387561	battery cores D12	11/06/2019	44.00
	2874-ID-387621	battery cores D12	11/07/2019	81.00
	2874-ID-387906	filter B43	11/12/2019	3.04
	2874-ID-387922	axle B24	11/12/2019	66.21
	2874-ID-387938	filter SC009	11/12/2019	2.76
	2874-ID-387978	filter D03	11/13/2019	16.45
	2874-ID-388009	filter B25	11/13/2019	3.14
	2874-ID-388076	battery A11	11/14/2019	110.54
	2874-ID-388123	spring C02	11/15/2019	35.99
	2874-ID-388237	filter F04	11/18/2019	16.45
	2874-ID-388333	tie F04	11/19/2019	9.79
	2874-ID-388405	filter A03	11/20/2019	3.14
	2874-ID-388503	filter SC001	11/21/2019	2.94
	2874-ID-388564	valve C02	11/22/2019	66.59
	2874-ID-388696	fan A07	11/25/2019	182.74
	2874-ID-388696	filter A04	11/25/2019	2.87
	2874-ID-388708	filter A07	11/25/2019	2.87
	2874-ID-388751	support A04	11/26/2019	35.48
	2874-ID-388753	filter B21	11/26/2019	2.66
	2874-ID-388753	wipers B14	11/26/2019	18.74
	2874-ID-388800	filter B21	11/26/2019	25.02
	2874-ID-388875	brake pads B44	11/27/2019	34.44
	2874-ID-388875	battery A14	11/27/2019	110.54

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				1,015.13
Total CARQUEST AUTO PARTS (10200):				1,015.13
<b>CENTURY LINK (10091)</b>				
	120119	UTILITIES - CENTURY LINK	12/01/2019	39.64
Total :				39.64
Total CENTURY LINK (10091):				39.64
<b>CHEYENNE, LIGHT, FUEL &amp; POWER COMPANY (130509)</b>				
BLACK HILLS ENERGY	120519	UTILITIES - BLACK HILLS ENERGY	12/05/2019	687.06
BLACK HILLS ENERGY	120519	UTILITIES - BLACK HILLS ENERGY	12/05/2019	1,082.49
BLACK HILLS ENERGY	120519	UTILITIES - BLACK HILLS ENERGY	12/05/2019	953.33
BLACK HILLS ENERGY	120519	UTILITIES - BLACK HILLS ENERGY	12/05/2019	1,048.63
BLACK HILLS ENERGY	120519	UTILITIES - BLACK HILLS ENERGY	12/05/2019	2,683.31
BLACK HILLS ENERGY	120519	UTILITIES - BLACK HILLS ENERGY	12/05/2019	2,683.31
BLACK HILLS ENERGY	120519	UTILITIES - BLACK HILLS ENERGY	12/05/2019	403.59
BLACK HILLS ENERGY	120519	UTILITIES - BLACK HILLS ENERGY	12/05/2019	126.34
BLACK HILLS ENERGY	120519	UTILITIES - BLACK HILLS ENERGY	12/05/2019	752.20
BLACK HILLS ENERGY	120519	UTILITIES - BLACK HILLS ENERGY	12/05/2019	527.97
Total :				10,948.23
Total CHEYENNE, LIGHT, FUEL & POWER COMPANY (130509):				10,948.23
<b>CLARK, RONALD W (131046)</b>				
TOWN TAXI	121719	TIPSY TAXI VOUCHERS	12/17/2019	308.00
Total :				308.00
Total CLARK, RONALD W (131046):				308.00
<b>EASTMAN, RINDA (129952)</b>				
	1419	PERSONAL TRAINER - REC CENTER	12/04/2019	493.78
Total :				493.78
Total EASTMAN, RINDA (129952):				493.78
<b>ENGINEERING ASSOCIATES (4140)</b>				
	3911049	PROJECT 14111-04 WWTF PHASE 2	11/20/2019	11,106.53
	3911049	PROJECT 14111-04 WWTF PHASE 2	11/20/2019	3,393.66
	3911049	PROJECT 14111-04 WWTF PHASE 2	11/20/2019	925.54
	3911049	PROJECT 14111-04 WWTF PHASE 2	11/20/2019	15,425.73
	3911077	SUNSHINE AVE WATERLINE PROJECT-FINAL SURVEY	11/21/2019	993.76
Total :				31,845.22
Total ENGINEERING ASSOCIATES (4140):				31,845.22
<b>ENNIST III, ROBERT F (131798)</b>				
BIG HORN FOOD SERVICES	38301	CLEANING SUPPLIES	11/12/2019	377.00
Total :				377.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total ENNIST III, ROBERT F (131798):				377.00
<b>FARLOW, IRENE (131831)</b>				
DBA: CODY CAB LLC	121719	TIPSY TAXI PROGRAM	12/17/2019	672.00
Total :				672.00
Total FARLOW, IRENE (131831):				672.00
<b>FIRE DISTRICT #2 (131409)</b>				
	113019	FIRE DISTRICT PASS THROUGH FEE	11/30/2019	31.00
Total :				31.00
Total FIRE DISTRICT #2 (131409):				31.00
<b>FORWARD CODY WYOMING, INC (127450)</b>				
	120219	GUNWERKS MANUFACTURING FACILITY - ENGINEERING	12/02/2019	564,537.00
Total :				564,537.00
Total FORWARD CODY WYOMING, INC (127450):				564,537.00
<b>FREDERICK, LAUREL (131382)</b>				
	120519	RESTITUTION FROM DEBRA HODSON MC-1706-037	12/05/2019	50.00
Total :				50.00
Total FREDERICK, LAUREL (131382):				50.00
<b>GELCO SUPPLY INC (131525)</b>				
ROOTX	58025	ROOTX - ROOT TREATMENT	11/18/2019	436.85
Total :				436.85
Total GELCO SUPPLY INC (131525):				436.85
<b>GLIDDEN, RONALD C (132010)</b>				
GLIDDEN TRAINING & CONSULTING L	111989	REFERENCE MATERIALS - BULLETPROOF BOOKS	11/17/2019	41.68
GLIDDEN TRAINING & CONSULTING L	111989	REFERENCE MATERIALS - BULLETPROOF BOOKS	11/17/2019	133.38
GLIDDEN TRAINING & CONSULTING L	111989	REFERENCE MATERIALS - BULLETPROOF BOOKS	11/17/2019	20.84
Total :				195.90
Total GLIDDEN, RONALD C (132010):				195.90
<b>HOLLER, MEAGAN (132019)</b>				
	20.0650.40	REFUND UTILITY DEPOSIT	12/02/2019	86.35
Total :				86.35
Total HOLLER, MEAGAN (132019):				86.35
<b>JACKSON, COOPER ELI (131761)</b>				
	1	BEAVER REMOVAL	12/03/2019	300.00
Total :				300.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total JACKSON, COOPER ELI (131761):				300.00
<b>JERRY POST PSY D PC (131107)</b>				
POST AND ASSOCIATES	9728	PRE-EMPLOYMENT TESTING	11/20/2019	400.00
Total :				400.00
Total JERRY POST PSY D PC (131107):				400.00
<b>JOHNSON, KATHY (132016)</b>				
	13.1960.62	REFUND UTILITY DEPOSIT	12/04/2019	126.70
Total :				126.70
Total JOHNSON, KATHY (132016):				126.70
<b>KITCHEN, SCOTT (129803)</b>				
	113019	REIMBURSEMENT FOR MILEAGE	11/30/2019	35.61
Total :				35.61
Total KITCHEN, SCOTT (129803):				35.61
<b>KRUBECK, LUCAS (130285)</b>				
	120419	PERSONAL TRAINER	12/04/2019	322.19
Total :				322.19
Total KRUBECK, LUCAS (130285):				322.19
<b>LEISURE IN MONTANA INC (131545)</b>				
	SERV9380-2	POOL FILTER PROJECT	11/11/2019	28,825.35
Total :				28,825.35
Total LEISURE IN MONTANA INC (131545):				28,825.35
<b>MCCORD, HAYDEN (132011)</b>				
	2.0350.24	REFUND UTILITY DEPOSIT	11/27/2019	114.19
Total :				114.19
Total MCCORD, HAYDEN (132011):				114.19
<b>MEDINA, TEAH (132017)</b>				
	11.1480.33	REFUND CREDIT BALANCE	12/04/2019	71.74
Total :				71.74
Total MEDINA, TEAH (132017):				71.74
<b>NCPERS GROUP LIFE INS (125412)</b>				
C/O MEMBER BENEFITS	12219	PREMIUM	12/02/2019	464.00
Total :				464.00
Total NCPERS GROUP LIFE INS (125412):				464.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
<b>NORCO, INC. (128948)</b>				
	27998868	CYLINDER RENT	11/30/2019	23.52
Total :				23.52
Total NORCO, INC. (128948):				23.52
<b>NORTHWEST PIPE (7400)</b>				
	7224867	Clamp Repair 6" x 15"	11/18/2019	516.14
	7230600	Clamp Repair 4" x 15"	11/25/2019	470.96
	7237178	HYDRANT STEM	11/25/2019	331.04
Total :				1,318.14
Total NORTHWEST PIPE (7400):				1,318.14
<b>PARK COUNTY ANIMAL SHELTER (5120)</b>				
	120119	ANIMAL SERVICE CONTRACT - DEC 2019	12/01/2019	3,750.00
Total :				3,750.00
Total PARK COUNTY ANIMAL SHELTER (5120):				3,750.00
<b>PARK COUNTY LANDFILL (129053)</b>				
	113019	LANDFILL CHARGES - NOV 2019	11/30/2019	53,283.36
Total :				53,283.36
Total PARK COUNTY LANDFILL (129053):				53,283.36
<b>PARK COUNTY WEED AND PEST (7770)</b>				
	20192581	HAZARDOUS WASTE DAY	11/19/2019	8,950.46
Total :				8,950.46
Total PARK COUNTY WEED AND PEST (7770):				8,950.46
<b>PAVEMENT MAINTENANCE INC (7825)</b>				
	19-253	SNOW REMOVAL - PARKING LOTS & HANDICAP SPOTS	11/13/2019	900.00
Total :				900.00
Total PAVEMENT MAINTENANCE INC (7825):				900.00
<b>PROFORCE LAW ENFORCEMENT (127755)</b>				
	392597	SMOKE CAN, AEROSOL GRENADE, IMPACT ROUNDS	11/14/2019	2,780.65
Total :				2,780.65
Total PROFORCE LAW ENFORCEMENT (127755):				2,780.65
<b>PROVIDENT LIFE &amp; ACCIDENT INS (128033)</b>				
	12219	PREMIUMS	12/02/2019	74.02
Total :				74.02
Total PROVIDENT LIFE & ACCIDENT INS (128033):				74.02

Secondary Name	Invoice	Description	Invoice Date	Total Cost
<b>REDWOOD TOXICOLOGY LABORATORY (131776)</b>				
	120619	REFUND DUE ON RETURN	12/06/2019	117.25-
Total :				117.25-
Total REDWOOD TOXICOLOGY LABORATORY (131776):				117.25-
<b>RUIZ, MATT (132013)</b>				
OR BOARDMAN, JAIME	17.7655.38	REFUND UTILITY DEPOSIT	12/04/2019	294.84
Total :				294.84
Total RUIZ, MATT (132013):				294.84
<b>SHOSHONE MUNICIPAL PIPELINE (9130)</b>				
	120119	SMP WATER PURCHASE - NOV 2019	12/01/2019	110,147.98
Total :				110,147.98
Total SHOSHONE MUNICIPAL PIPELINE (9130):				110,147.98
<b>STAGNER, KAYCEE (132015)</b>				
CODY VETERINARY HOSPITAL	120419	WITNESS FEES - MC-1910-048 JONES, MICHELLE	12/04/2019	15.00
Total :				15.00
Total STAGNER, KAYCEE (132015):				15.00
<b>SWENSRUD, VALERIE (132014)</b>				
PARK COUNTY ANIMAL SHELTER	120419	WITNESS FEES - MC-1910-048 JONES, MICHELLE	12/04/2019	15.00
Total :				15.00
Total SWENSRUD, VALERIE (132014):				15.00
<b>SYSTEMS GRAPHICS INC (129162)</b>				
ADVANCED INFO SYSTEMS	14969	OUTSOURCE BILLS	12/03/2019	15.83
ADVANCED INFO SYSTEMS	14969	OUTSOURCE BILLS	12/03/2019	97.86
ADVANCED INFO SYSTEMS	14969	OUTSOURCE BILLS	12/03/2019	89.60
ADVANCED INFO SYSTEMS	14969	OUTSOURCE BILLS	12/03/2019	89.00
ADVANCED INFO SYSTEMS	14969	OUTSOURCE BILLS	12/03/2019	110.61
Total :				402.90
Total SYSTEMS GRAPHICS INC (129162):				402.90
<b>THE OFFICE SHOP INC (7440)</b>				
	125449	COPIER CONTRACT - COMMUNITY DEVELOPMENT	11/25/2019	99.29
	125449	COPIER CONTRACT - COMMUNITY DEVELOPMENT	11/25/2019	99.29
	125449	COPIER CONTRACT - COMMUNITY DEVELOPMENT	11/25/2019	102.31
	125450	COPIER CONTRACT - SHOP	11/25/2019	17.93
	125450	COPIER CONTRACT - SHOP	11/25/2019	17.94
	125450	COPIER CONTRACT - SHOP	11/25/2019	15.83
	125450	COPIER CONTRACT - SHOP	11/25/2019	17.94
	125450	COPIER CONTRACT - SHOP	11/25/2019	17.94
	125450	COPIER CONTRACT - SHOP	11/25/2019	17.94

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				406.41
Total THE OFFICE SHOP INC (7440):				406.41
<b>U S BANK PURCHASE CARD (129981)</b>				
	120619	computer cable	12/06/2019	8.99
	120619	lock repairs for pool	12/06/2019	70.00
	120619	repair leak on pool heater union & replace spa pump diverter in aquatics	12/06/2019	435.58
	120619	Utilities - TCT	12/06/2019	440.96
	120619	custodial supplies	12/06/2019	471.61
	120619	Rotary--Rick Manchester	12/06/2019	35.00
	120619	Jasper LGI Class sign up	12/06/2019	37.00
	120619	Marc D LGI class sign up	12/06/2019	37.00
	120619	Wyatt C LGI class sign up	12/06/2019	37.00
	120619	recalibrate chlorine monitor in pool	12/06/2019	44.00
	120619	Power Washer Tip replacement	12/06/2019	28.79
	120619	sticky notes and clip board for deck patron count	12/06/2019	23.03
	120619	Toner	12/06/2019	136.89
	120619	First Aid wall kit for Pool Deck	12/06/2019	167.58
	120619	First Aid Wall kit for Pool deck by Therapy	12/06/2019	128.15
	120619	C02	12/06/2019	337.50
	120619	C02	12/06/2019	445.50
	120619	Community CPR Class Cert.	12/06/2019	30.00
	120619	Bolts and nuts for Guard chair repair	12/06/2019	18.87
	120619	nuts and bolts to repair pool pump	12/06/2019	6.00
	120619	SPA Sensor Probes	12/06/2019	264.73
	120619	Saw blade	12/06/2019	5.58
	120619	advertising, Final pool filter project	12/06/2019	284.45
Total Aquatics:				3,494.21
	120619	Photo wall for athletics and office supplies	12/06/2019	20.82
	120619	basketball and football jerseys	12/06/2019	4,395.00
	120619	charger for the racquetball tournament	12/06/2019	21.84
	120619	amplifier for racquetball tournament	12/06/2019	91.80
	120619	headsets for racquetball tournament	12/06/2019	129.50
	120619	leisure sports tournament	12/06/2019	54.70
	120619	leisure sports tournament	12/06/2019	41.58
	120619	plaque for photo wall	12/06/2019	47.57
	120619	Utilities - TCT	12/06/2019	62.40
Total Athletics:				4,865.21
	120619	Years of Service Engraving	12/06/2019	20.78
	120619	Random and preemployment testing	12/06/2019	45.00
	120619	Compression elbow for city hall ice maker	12/06/2019	7.49
	120619	Utilities - TCT	12/06/2019	1,317.06
	120619	custodial supplies	12/06/2019	893.26
	120619	office supplies - wall calender	12/06/2019	29.99
	120619	Utilities - TCT	12/06/2019	56.45
	120619	custodial supplies	12/06/2019	126.82
	120619	ladder to use at all buildings	12/06/2019	79.99
	120619	composit shims	12/06/2019	2.79
	120619	rain gutter bracket	12/06/2019	9.58
Total City Facilities:				2,589.21

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	120619	Years of Service Engraving	12/06/2019	20.78
	120619	switch and computer components	12/06/2019	68.93
	120619	Code exam - Josh Dollard	12/06/2019	209.00
	120619	Travel to WCBO in Casper	12/06/2019	15.00
	120619	WCOB Conference - Sean Collier	12/06/2019	200.38
Total Community Development:				514.09
	120619	random testing program/services	12/06/2019	36.00
	120619	WPCI - Random Testing Policy Update requirements'	12/06/2019	10.34
	120619	toners (4)	12/06/2019	374.78
	120619	Utilities - TCT	12/06/2019	88.28
	120619	custodial supplies	12/06/2019	119.28
	120619	Pole attachment webinar 12/3/19	12/06/2019	109.00
	120619	Merchant 3rd Year Apprenticeship Training for John Buffkin and Brandon Franck	12/06/2019	1,300.00
	120619	nuts/bolts	12/06/2019	14.63
	120619	wire for ct's	12/06/2019	395.50
	120619	CHAINS FOR SAW	12/06/2019	135.96
	120619	Bid 2019-12	12/06/2019	261.30
	120619	bolts/nuts;broom	12/06/2019	20.89
	120619	paint for locating	12/06/2019	79.38
	120619	welding supplies	12/06/2019	119.66
	120619	Planner	12/06/2019	16.56
	120619	Pens and refills	12/06/2019	15.68
	120619	TP	12/06/2019	23.82
	120619	Coffee, paper plates, bounty	12/06/2019	69.50
	120619	shipping for glove testing	12/06/2019	192.77
	120619	first aid supplies	12/06/2019	155.83
	120619	embroidery fr work shirts	12/06/2019	186.00
	120619	metering supplies	12/06/2019	11.92
	120619	angle iron	12/06/2019	31.53
	120619	nuts/bolts	12/06/2019	8.49
	120619	sand slurry	12/06/2019	141.00
	120619	seal tite; bushing	12/06/2019	49.11
Total Electric:				3,967.21
	120619	Legal pads 550-013, cutlery tray 550-001	12/06/2019	2.86
	120619	Self laminating cards	12/06/2019	15.65
	120619	Years of Service Engraving	12/06/2019	40.08
	120619	advertising -FT Network Comm Tech Position	12/06/2019	200.00
	120619	Advertising - Sweeper Bid	12/06/2019	206.50
	120619	employee calendar	12/06/2019	41.24
	120619	Training - ITPro	12/06/2019	778.00
	120619	OEM Batteries	12/06/2019	262.22
	120619	support subscription	12/06/2019	6.63
	120619	Batteries - computer monitor protectors (2)	12/06/2019	9.99
	120619	toners	12/06/2019	186.20
	120619	Risk assessments	12/06/2019	312.60
	120619	Risk assessments	12/06/2019	287.48
	120619	meeting expense - Meal	12/06/2019	36.53
	120619	meeting expense - Meal	12/06/2019	13.39
	120619	meeting expense - legislative - Fuel	12/06/2019	53.55
	120619	meeting expense - legislative - Fuel	12/06/2019	33.31
	120619	Car Wash - use of travel car	12/06/2019	10.00
	120619	simple green	12/06/2019	2.97
	120619	advertising - Minutes	12/06/2019	2,373.75
	120619	advertising, other legals	12/06/2019	2,064.95

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	120619	Meeting expenses - Rotary	12/06/2019	70.00
	120619	cutlery tray	12/06/2019	7.98
	120619	phone case	12/06/2019	13.95
	120619	Advertising - agenda	12/06/2019	170.00
	120619	advertising - Liquor License transfer	12/06/2019	132.45
	120619	Utilities - TCT	12/06/2019	8,798.06
Total General Government:				16,130.34
	120619	Utilities - TCT	12/06/2019	86.83
	120619	Gloves/Cleaning supplies	12/06/2019	30.98
	120619	SMA Membership	12/06/2019	85.00
	120619	MFI Registration	12/06/2019	2,299.00
	120619	Christmas decorations	12/06/2019	32.98
	120619	Tie cables to secure Christmas decor	12/06/2019	3.49
	120619	PVC bushings & couplers	12/06/2019	26.24
	120619	Irrigation winterizing	12/06/2019	9.00
	120619	Compressor fo Irrigation blowout	12/06/2019	2,311.75
	120619	Wood cutter kit & sprayer to remove Russian Olive	12/06/2019	121.98
	120619	paint	12/06/2019	5.79
	120619	multi lighter & circuit alert	12/06/2019	17.98
	120619	Splash pad keys	12/06/2019	17.94
	120619	Gloves	12/06/2019	23.99
	120619	Safety supplies/gloves	12/06/2019	13.99
	120619	Portable restrooms for football	12/06/2019	225.00
	120619	Soccer nets	12/06/2019	434.95
	120619	Irrigation winterizing	12/06/2019	9.00
	120619	PVC bushings & couplers	12/06/2019	7.14
Total Parks:				5,763.03
	120619	Years of Service Engraving	12/06/2019	80.00
	120619	Random and preemployment testing	12/06/2019	162.50
	120619	random testing program/services	12/06/2019	99.00
	120619	WPCI - Random Testing Policy Update requirements'	12/06/2019	28.44
	120619	computer card	12/06/2019	40.28
	120619	Batteries - computer monitor protectors (2)	12/06/2019	117.98
	120619	computer cable	12/06/2019	16.82
	120619	replacement phone - PD	12/06/2019	155.00
	120619	Utilities - TCT	12/06/2019	66.45
	120619	A07 sensor	12/06/2019	66.90
	120619	A11 hose asy	12/06/2019	45.66
	120619	A11 pump kit	12/06/2019	232.90
	120619	A11 sensor	12/06/2019	119.52
	120619	handle and disposable gloves	12/06/2019	54.70
	120619	C31 Annual Dues for C01	12/06/2019	200.00
	120619	C31 Dues & Memberships - C01	12/06/2019	525.00
	120619	C01 Car wash	12/06/2019	11.00
	120619	C01 Car wash	12/06/2019	11.00
	120619	advertising, other legals	12/06/2019	498.25
	120619	C31 Office Supplies - Admin - Receipt Book	12/06/2019	11.56
	120619	C31 Office Supplies - Admin - Wall Calendars C30 & C31	12/06/2019	74.97
	120619	C31 Office Supplies - Desk Calendar C01	12/06/2019	15.31
	120619	C14 Shipping & Postage - UA to Lab	12/06/2019	10.53
	120619	C31 Subscriptions & Reference Materials	12/06/2019	30.00
	120619	Uniform cleaning	12/06/2019	29.12
	120619	C11 Car wash	12/06/2019	3.83
	120619	C11 Car wash	12/06/2019	2.34

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	120619	C11 Car wash	12/06/2019	5.14
	120619	C11 Car wash	12/06/2019	2.72
	120619	Radio Holder & Strap C10	12/06/2019	67.23
	120619	C06 Assoc Dues & Memberships-TIPS Trainer Re-Cert	12/06/2019	75.00
	120619	C31 Travel, Training & Ed - CISM Course - Peer Support - Muffins, cookies, bananas, grapes	12/06/2019	84.69
	120619	C31 Travel, Training & Ed - WASCOP Sgts Selection	12/06/2019	40.61
	120619	C04 Car wash	12/06/2019	9.00
	120619	C04 Car wash	12/06/2019	9.00
	120619	C06 Car wash	12/06/2019	9.00
	120619	C12 Car wash	12/06/2019	9.00
	120619	C15 Car wash	12/06/2019	9.00
	120619	C19 Car wash	12/06/2019	10.00
	120619	C21 Car wash	12/06/2019	9.00
	120619	Business Cards C06	12/06/2019	45.54
	120619	Department Portrait	12/06/2019	129.30
	120619	C31 Breakroom Supp- Training-Muffins, rolls, bananas	12/06/2019	21.71
	120619	Lithium batteries	12/06/2019	7.32
	120619	Lithium batteries	12/06/2019	119.98
	120619	Patrol - Pens, 6x9 envelopes	12/06/2019	224.57
	120619	Wall calendar Sgts Office	12/06/2019	41.98
	120619	C31 Office Supplies - Patrol - Pens	12/06/2019	14.65
	120619	C03 Shipping & Postage - UA to Lab	12/06/2019	10.53
	120619	C03 Shipping & Postage - UA to Lab	12/06/2019	10.53
	120619	C14 Shipping & Postage - UA to Lab	12/06/2019	10.53
	120619	Uniform Embroidery	12/06/2019	48.00
	120619	Uniform Cap	12/06/2019	23.50
	120619	Uniform embroidery	12/06/2019	16.00
	120619	Duty flashlight & holster	12/06/2019	153.89
	120619	Patrol Car Bags	12/06/2019	169.18
	120619	Sunglasses, gloves	12/06/2019	114.01
	120619	Duty Shirts; Patrol - Spit Hoods	12/06/2019	341.20
	120619	Embroidery C20	12/06/2019	48.00
	120619	Transducer replacement for ear pieces	12/06/2019	60.80
	120619	Vest Carrier	12/06/2019	91.76
	120619	C25 Bomb Tech Re-Cert - Fuel/Gas	12/06/2019	5.85
	120619	C25 Bomb Tech Re-Cert - Rental Car	12/06/2019	166.30
	120619	*CREDIT* Sales Tax	12/06/2019	8.70-
	120619	Desk Calendar	12/06/2019	12.93
	120619	C03 Shipping & Postage - UA to Lab	12/06/2019	10.53
	120619	Duty shirt	12/06/2019	59.99
Total Police:				4,998.33
	120619	Years of Service Engraving	12/06/2019	80.85
	120619	WPCI - Random Testing Policy Update requirements'	12/06/2019	11.64
	120619	random drug testing	12/06/2019	65.00
	120619	random testing program/services	12/06/2019	40.50
	120619	Utilities - TCT	12/06/2019	181.42
	120619	custodial supplies	12/06/2019	178.59
	120619	Credit - Pulley	12/06/2019	11.99-
	120619	Ice spayer tips	12/06/2019	40.50
	120619	bolts and nuts	12/06/2019	32.20
	120619	Weed eater parts	12/06/2019	23.98
	120619	F07 handle	12/06/2019	418.36
	120619	G09 Bucket teeth	12/06/2019	53.53
	120619	Grader repairs	12/06/2019	836.12
	120619	K05 trailer parts	12/06/2019	20.28
	120619	Sprayer parts	12/06/2019	29.82

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	120619	handle and disposable gloves	12/06/2019	21.98
	120619	first aid refills	12/06/2019	38.05
	120619	MSHA Training	12/06/2019	150.00
	120619	Salt	12/06/2019	399.70
	120619	Salt trip - fuel	12/06/2019	217.59
	120619	Salt trip - food	12/06/2019	28.13
	120619	Salt trip - fuel	12/06/2019	153.24
	120619	Salt trip - Hotel	12/06/2019	129.03
	120619	Cable ties for snow fence	12/06/2019	14.99
	120619	advertising, minutes, other legals	12/06/2019	210.50
	120619	Man lift rental	12/06/2019	301.50
	120619	printer cartridge	12/06/2019	26.99
	120619	Beet juice parts	12/06/2019	19.84
	120619	Belt	12/06/2019	7.99
	120619	Credit belt	12/06/2019	7.99-
	120619	Batts for sign board, batts for dispenser	12/06/2019	16.24
	120619	Hose and clamps	12/06/2019	280.21
	120619	Salt tarp	12/06/2019	79.99
	120619	Sprayer	12/06/2019	21.99
	120619	Sprayer parts	12/06/2019	38.76
	120619	Band saw blade	12/06/2019	161.10
	120619	Miller guide, swirl ring	12/06/2019	56.53
	120619	spool wire	12/06/2019	103.29
	120619	Welding supplies	12/06/2019	41.76
	120619	Xmas decoration bulbs	12/06/2019	34.99
	120619	first aid refills	12/06/2019	38.06
	120619	Plazma cutter	12/06/2019	1,986.50
	120619	Utilities - TCT	12/06/2019	7,762.99
				14,334.75
Total Public Works:				
	120619	Years of Service Engraving	12/06/2019	122.33
	120619	locker repair	12/06/2019	35.68
	120619	Snake the drain in rec bathroom	12/06/2019	86.00
	120619	seal kit for hot water valve for showers at the Rec Center	12/06/2019	323.58
	120619	shower repair parts	12/06/2019	447.65
	120619	lift rental to put up CKats record board	12/06/2019	243.50
	120619	Utilities - TCT	12/06/2019	440.96
	120619	air fresheners for the rec center	12/06/2019	39.72
	120619	cleaning supplies for pool	12/06/2019	19.98
	120619	custodial supplies	12/06/2019	422.62
	120619	batteries for general use	12/06/2019	27.98
	120619	emergency exit lights	12/06/2019	22.73
	120619	emergency lights	12/06/2019	10.99
	120619	Rotary--Rick Manchester	12/06/2019	35.00
	120619	facial tissue	12/06/2019	15.34
	120619	Franklin planners	12/06/2019	44.47
	120619	Franklin planners	12/06/2019	35.36
	120619	Notebooks & Post its	12/06/2019	15.82
	120619	music for fitness classes	12/06/2019	9.99
	120619	random testing program/services	12/06/2019	9.00
	120619	WPCI - Random Testing Policy Update requirements'	12/06/2019	2.59
	120619	Birthday party supplies, plated, cups, napkins, utensils, etc....	12/06/2019	279.47
	120619	LED candles	12/06/2019	27.98
	120619	Pizza for birthday party	12/06/2019	46.79
	120619	Pop and cake for b-day party	12/06/2019	35.26
	120619	Food snacks for ASAP	12/06/2019	70.83
	120619	repair set for fitness equipment	12/06/2019	75.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	120619	repair to fitness equipment	12/06/2019	34.50
	120619	Advertising - rec programs	12/06/2019	490.00
	120619	advertising - Recreation Ads	12/06/2019	579.00
	120619	advertising, recreation ads	12/06/2019	605.00
	120619	Utilities - TCT	12/06/2019	8,021.75
Total Recreation Center:				12,676.87
	120619	Years of Service Engraving	12/06/2019	20.78
	120619	random drug testing	12/06/2019	65.00
	120619	random testing program/services	12/06/2019	40.50
	120619	WPCI - Random Testing Policy Update requirements'	12/06/2019	11.64
	120619	outdoor bulbs	12/06/2019	54.76
	120619	Utilities - TCT	12/06/2019	86.78
	120619	custodial supplies	12/06/2019	178.59
	120619	C01 parts	12/06/2019	83.91
	120619	C01 repairs	12/06/2019	211.87
	120619	C02 parts	12/06/2019	262.12
	120619	C04 turn signal	12/06/2019	31.85
	120619	C05 parts	12/06/2019	167.44
	120619	C05 valve	12/06/2019	168.70
	120619	C06 brakes	12/06/2019	266.22
	120619	C07 parts	12/06/2019	22.80
	120619	hydraulic	12/06/2019	436.96
	120619	hydraulic fluid	12/06/2019	79.98
	120619	motor oil	12/06/2019	557.09
	120619	Packer cylinder	12/06/2019	6,687.15
	120619	drinking water	12/06/2019	14.90
	120619	propane	12/06/2019	1.73
	120619	propane	12/06/2019	1.91
	120619	propane	12/06/2019	1.19
	120619	propane	12/06/2019	1.86
	120619	floor dry	12/06/2019	29.37
	120619	funnel	12/06/2019	27.49
	120619	shop towels, nitrile gloves	12/06/2019	114.18
	120619	barrel lift	12/06/2019	102.88
	120619	propane	12/06/2019	32.95
	120619	propane	12/06/2019	36.24
	120619	propane	12/06/2019	22.66
	120619	propane	12/06/2019	35.24
	120619	foam ear plugs	12/06/2019	11.64
Total Solid Waste:				9,868.38
	120619	Random and preemployment testing	12/06/2019	65.00
	120619	random testing program/services	12/06/2019	13.50
	120619	WPCI - Random Testing Policy Update requirements'	12/06/2019	3.88
	120619	Utilities - TCT	12/06/2019	127.08
	120619	custodial supplies	12/06/2019	178.59
	120619	TP	12/06/2019	23.82
	120619	D10 parts	12/06/2019	788.16
	120619	D10 Sensor	12/06/2019	355.97
	120619	batteries and tape	12/06/2019	14.78
	120619	first aid refills	12/06/2019	22.30
	120619	pens for charter	12/06/2019	39.99
	120619	55G Drum of 55DTE732	12/06/2019	1,406.53
	120619	alcohol for lab	12/06/2019	5.00
	120619	floor squeegee	12/06/2019	27.99

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	120619	Lab supplies	12/06/2019	729.53
	120619	first aid refills	12/06/2019	22.30
	120619	uniform embroidery	12/06/2019	60.00
<b>Total Wastewater:</b>				<b>3,884.42</b>
	120619	random testing program/services	12/06/2019	22.50
	120619	WPCI - Random Testing Policy Update requirements'	12/06/2019	6.47
	120619	Utilities - TCT	12/06/2019	123.34
	120619	custodial supplies	12/06/2019	178.59
	120619	dish soap	12/06/2019	1.64
	120619	G05 parts	12/06/2019	159.32
	120619	first aid refills	12/06/2019	22.29
	120619	safety glasses	12/06/2019	65.90
	120619	safety glasses	12/06/2019	40.78
	120619	Gloves	12/06/2019	22.48
	120619	brass order	12/06/2019	1,884.46
	120619	pipe cap	12/06/2019	8.99
	120619	shipping refund	12/06/2019	12.59-
	120619	mini ex for curb stops	12/06/2019	265.49
	120619	batteries	12/06/2019	17.98
	120619	C02	12/06/2019	56.62
	120619	batts for sign board, batts for dispenser	12/06/2019	5.97
	120619	rtv sealant	12/06/2019	14.98
	120619	Caulking	12/06/2019	2.99
	120619	wipes for water samples	12/06/2019	11.98
	120619	water sample shipping	12/06/2019	59.20
	120619	water sample shipping	12/06/2019	47.44
	120619	water sample shipping	12/06/2019	58.41
	120619	water sample shipping	12/06/2019	54.59
	120619	level	12/06/2019	16.99
	120619	paint brush	12/06/2019	5.99
	120619	Hammer drill and pliers	12/06/2019	41.97
	120619	brass order	12/06/2019	675.50
	120619	brass valves	12/06/2019	649.04
	120619	advertising - RW	12/06/2019	130.20
	120619	Utilities - TCT	12/06/2019	1,293.82
<b>Total Water Fund:</b>				<b>5,933.33</b>
<b>Total U S BANK PURCHASE CARD (129981):</b>				<b>89,019.38</b>
<b>U S POST OFFICE (10050)</b>				
	112019	PRE-SORT POSTAGE FEES PERMIT #33	11/20/2019	235.00
<b>Total :</b>				<b>235.00</b>
<b>Total U S POST OFFICE (10050):</b>				<b>235.00</b>
<b>UNUM LIFE INSURANCE - LIFE (127935)</b>				
	12219	PREMIUM	12/02/2019	1,650.22
<b>Total :</b>				<b>1,650.22</b>
<b>Total UNUM LIFE INSURANCE - LIFE (127935):</b>				<b>1,650.22</b>
<b>VAN AUKEN, TRUTH (131597)</b>				
	120419	PERSONAL TRAINER	12/04/2019	490.91

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				490.91
Total VAN AUKEN, TRUTH (131597):				490.91
<b>WESCO RECEIVABLES CORP (131137)</b>				
WESCO DBA:WESCO/KVA/MODERN	403829	HARD HAT LIGHTS	11/22/2019	110.00
Total :				110.00
Total WESCO RECEIVABLES CORP (131137):				110.00
<b>WILLIAMS' &amp; SONS, LLC (128065)</b>				
	2019.056	REPAIRS TO ASAP RADIOS	11/25/2019	247.00
Total :				247.00
Total WILLIAMS' & SONS, LLC (128065):				247.00
<b>WYOMING ASSOCIATION OF RURAL WATER (10760)</b>				
	15348	2020 MEMBERSHIP DUES	11/20/2019	450.00
Total :				450.00
Total WYOMING ASSOCIATION OF RURAL WATER (10760):				450.00
<b>WYOMING DEPARTMENT OF WORKFORCE SERVICES (10670)</b>				
WORKERS COMPENSATION DIV	12219	CONTRIBUTIONS	12/02/2019	12,881.43
WORKERS COMPENSATION DIV	12219	PD VOLUNTEERS	12/02/2019	17.06
WORKERS COMPENSATION DIV	12219	REC VOLUNTEERS	12/02/2019	127.98
Total :				13,026.47
Total WYOMING DEPARTMENT OF WORKFORCE SERVICES (10670):				13,026.47
<b>WYOMING MUNICIPAL POWER AGENCY (10920)</b>				
	122519	POWER PURCHASE - NOV 2019	12/01/2019	523,529.06
	122519	POWER PURCHASE - NOV 2019	12/01/2019	26,487.00
Total :				550,016.06
Total WYOMING MUNICIPAL POWER AGENCY (10920):				550,016.06
<b>WYOMING RETIREMENT SYSTEM (10950)</b>				
	120219	CONTRIBUTIONS -	12/02/2019	79,425.74
Total :				79,425.74
Total WYOMING RETIREMENT SYSTEM (10950):				79,425.74
<b>YANCY INTERIORS &amp; HOME (132012)</b>				
	1.2000.20	REFUND CREDIT BALANCE	12/02/2019	8.14
Total :				8.14
Total YANCY INTERIORS & HOME (132012):				8.14

Secondary Name	Invoice	Description	Invoice Date	Total Cost
YELLOWSTONE REGIONAL AIRPORT (11150)	120119	AIRPORT FUNDING - DEC 2019	12/01/2019	16,528.25
Total :				16,528.25
Total YELLOWSTONE REGIONAL AIRPORT (11150):				16,528.25
Grand Totals:				<u>1,593,318.10</u>

Report GL Period Summary

GL Period	Amount
12/19	1,593,318.10
Grand Totals:	<u>1,593,318.10</u>

Vendor number hash: 5705700  
 Vendor number hash - split: 57333333  
 Total number of invoices: 92  
 Total number of transactions: 504

Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Open Terms	1,593,318.10	.00	1,593,318.10
Grand Totals:	<u>1,593,318.10</u>	<u>.00</u>	<u>1,593,318.10</u>
		Payroll 12/11/19	248,614.42
			<u>1,841,932.52</u>

Report Criteria:

Invoice.Detail.Input date = 12/10/2019  
 Invoice.Batch = {NOT LIKE} "1"

Report Criteria:

Invoice Detail.Input date = 12/10/2019  
Invoice.Batch = "1"

Secondary Name	Invoice	Description	Invoice Date	Total Cost
<b>HARRIS TRUCKING AND CONSTRUCTION CO. (4780)</b>				
	WWTF2 PAY APP 3	WASTEWATER TREATMENT FACILITY PHASE 2	12/03/2019	152,325.38
	WWTF2 PAY APP 3	WASTEWATER TREATMENT FACILITY PHASE 2	12/03/2019	46,543.87
	WWTF2 PAY APP 3	WASTEWATER TREATMENT FACILITY PHASE 2	12/03/2019	12,693.78
	WWTF2 PAY APP 3	WASTEWATER TREATMENT FACILITY PHASE 2	12/03/2019	211,563.03
	WWTF2 RET 3	WASTEWATER TREATMENT FACILITY PHASE 2	12/03/2019	16,925.04
	WWTF2 RET 3	WASTEWATER TREATMENT FACILITY PHASE 2	12/03/2019	5,171.54
	WWTF2 RET 3	WASTEWATER TREATMENT FACILITY PHASE 2	12/03/2019	1,410.42
	WWTF2 RET 3	WASTEWATER TREATMENT FACILITY PHASE 2	12/03/2019	23,507.01
Total :				470,140.07
Total HARRIS TRUCKING AND CONSTRUCTION CO. (4780):				470,140.07
<b>MORRISON-MAIERLE INC (130985)</b>				
	195550	2019 ADA PED RAMPS PROJECT - CONST ENG & ADMIN	11/15/2019	5,912.10
Total :				5,912.10
Total MORRISON-MAIERLE INC (130985):				5,912.10
Grand Totals:				476,052.17

Report GL Period Summary

GL Period	Amount
12/19	476,052.17
Grand Totals:	476,052.17

Vendor number hash: 140545  
Vendor number hash - split: 169225  
Total number of invoices: 3  
Total number of transactions: 9

Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Open Terms	476,052.17	.00	476,052.17
Grand Totals:	476,052.17	.00	476,052.17

MEETING DATE: DECEMBER 17, 2019  
 DEPARTMENT: COMMUNITY DEVELOPMENT  
 PREPARED BY: TODD STOWELL  
 CITY ADM. APPROVAL: \_\_\_\_\_  
 PRESENTED BY: TODD STOWELL

## AGENDA ITEM SUMMARY REPORT

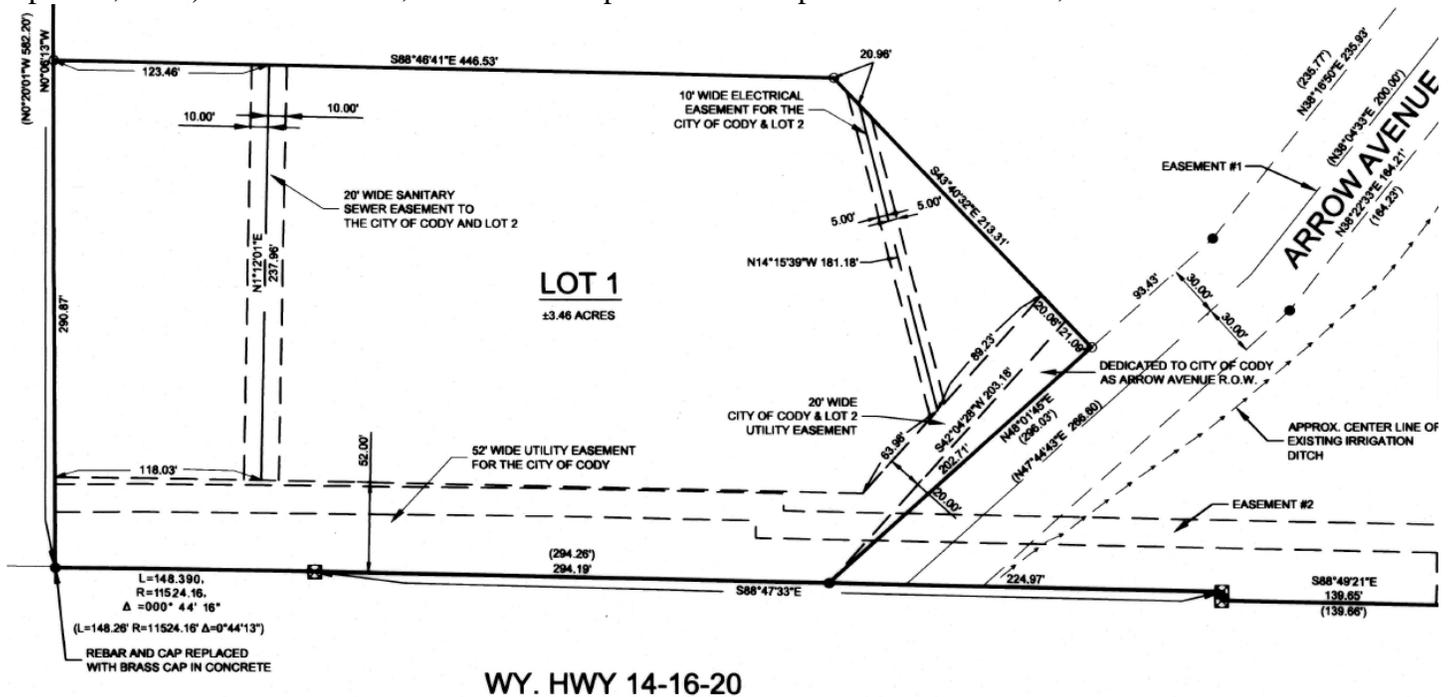
### BID AWARD – BID NO. 2019-13

#### ACTION

Accept Bid No. 2019-13 to sell approximately 3.46 acres of land, described as Lot 1 of the Benny's Place Minor Subdivision, located north of Highway 14-16-20 and west of Arrow Avenue, to the Park County Animal Shelter, a Wyoming Nonprofit Corporation. Authorize the Mayor to sign documents relating to the sale of said lot.

#### SUMMARY

The City advertised for bid the sale of 3.46 acres of land, described as Lot 1 of the Benny's Place Minor Subdivision, located north of Highway 14-16-20 and west of Arrow Avenue. The property contains the Park County Animal Shelter building and is subject to a 35-year lease with the Park County Animal Shelter at the rate of \$25.00 per year. The minimum bid price was \$81,510.00 (the appraised value of the land released by FAA on April 30, 2019). As advertised, bids were accepted until 2:00 p.m. on December 4, 2019.



The Park County Animal Shelter, a Wyoming Nonprofit Corporation, was the only bidder and submitted a bid of \$81,510.00. The bid was accompanied by the required 5% bid deposit.

#### FISCAL IMPACT

The sale of the parcel will generate \$81,510.00 in revenue, which full amount will be transferred to the Yellowstone Regional Airport, based on the agreement pertaining to release of the land from FAA jurisdiction (to utilize the proceeds in accordance with the FAA Policy and Procedures Concerning the Use of Airport Revenue).

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

**ALTERNATIVES**

1. Award the bid as indicated.
2. Reject the bid.

**RECOMMENDATION**

Staff recommends that the Mayor and Council award Bid No. 2019-13 to the Park County Animal Shelter, a Wyoming Nonprofit Corporation for the purchase of Lot 1 of Benny’s Place Minor Subdivision, as recorded in Plat Cabinet P, Page 25, for the amount of \$81,510.00. Also, authorize the mayor to sign documents relating to the sale of said lot. Furthermore, the \$81,510.00 will be transferred to the Yellowstone Regional Airport, to utilize the proceeds in accordance with the FAA Policy and Procedures Concerning the Use of Airport Revenue.

**ATTACHMENTS**

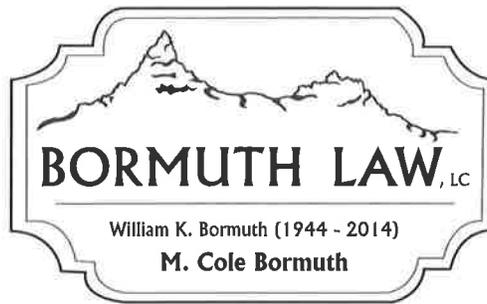
PCAS Property Bid Packet

**AGENDA & SUMMARY REPORT TO:**

Park County Animal Shelter

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

1632 Beck Avenue  
P.O. Box 550  
Cody, Wyoming 82414



Ph: (307)587.4711  
Fax: (307)587.9592  
BormuthLaw.com  
office@bormuthlaw.com

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November 26, 2019

City of Cody  
c/o Cynthia Baker, Administrative Services Officer  
1338 Rumsey Avenue  
Cody, WY 82414

***HAND DELIVERED***

Re: BID NO. 2019-13, Sale of Public Land  
By: Park County Animal Shelter, a Wyoming Nonprofit Corporation

Dear Mrs. Baker,

On behalf of Park County Animal Shelter, a Wyoming nonprofit corporation (hereafter "PCAS"), I am pleased to submit this sealed bid in response to City of Cody Bid No. 2019-13, for the purchase of approximately 3.46 acres of land, described as:

Lot 1 of the Benny's Place Minor Subdivision according to the plat recorded in Plat Cabinet P, Page 25, records of Park County, Wyoming.

PCAS is aware and acknowledges that the property is subject to a 35-year lease with the Park County Animal Shelter at the rate of \$25.00 per year.

PCAS hereby submits its bid in the amount of: **\$81,510.00**

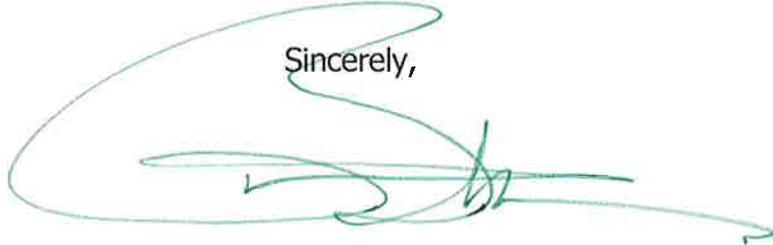
PCAS further confirms that, if it is the successful bidder, it will be responsible for all closing costs associated with sale and is prepared to close within 30 days of the Council's approval of its bid.

PCAS hereby warrants that it has read and understands the requirements of the City of Cody; and that it encloses a bid guarantee in the amount of not less than five percent (5%) of the total bid amount in the form of a cashier's check in the amount of **\$4,076.00**.

PCAS further encloses herewith a fully executed "Bid Proposal Form—Bid 2019-13"  
along with the referenced page 4 and Exhibit A.

Thank you.

Sincerely,



M. COLE BORMUTH

PARK COUNTY ANIMAL SHELTER

By:

  
K. R. MARKERT, President

Enc.

MCB/jr  
\\MCB-QNAP\mcb-data\UserData\TRANSACTIONAL\L-P\PCAS\Bid No. 2019-13.docx

**BID PROPOSAL FORM - BID 2019-13**

City of Cody, Wyoming

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



The undersigned Bidder agrees to purchase the land described in the advertisement of Bid 2019-13, Sale of Public Land, which is part of this bid packet.

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 purchase the subject property, as listed on page 4 of this document, and pursuant to the bid documents. Bidder warrants that Bidder has read the proposed agreement and agrees to the terms and conditions contained therein. Buyer will be responsible for all closing costs associated with the sale of the property. The Buyer should be prepared to close within 30 days, or the time frame specified by the City of Cody upon receipt of Notice of Award.

Date 12/2/2019

[Handwritten Signature]  
Signature

K.R. Mackert  
Typed or Printed Name

Pack County Animal Shelter  
Company

46 Barnett's Lane, P.O. Box 550  
Mailing Address

Cody WY 82414  
City, State and Zip

K.R. Mackert@gmail.com  
E-mail Address



**SPECIFICATION / PROPOSAL FORM  
PUBLIC LAND  
BID NO. 2019-13 Sale of Public Land**

Number of Items	Item Description	Special Instructions	Written Value of Bid (e.g. Seven thousand...)	Numerical Bid Price (e.g. \$81,510.00)
One Parcel of Land	A parcel of land approximately 3.46 acres in size, described as Lot 1 of Benny's Place Minor Subdivision, recorded in Plat Cabinet P, Page 25, records of Park County, WY, and shown in Exhibit "A".	Minimum Bid Price of \$81,510.00 and subject to Park County Animal Shelter Lease dated October 15, 2019 (35-year term at \$25.00 per year.)	EIGHTY-ONE THOUSAND FIVE HUNDRED TEN DOLLARS AND NO CENTS	\$81,510.00



CITY OF CODY  
1338 RUMSEY AVENUE  
P O DRAWER 2200  
CODY WY 82414-2200

307 527-7511

Receipt No: 1.236083

Dec 4, 2019

PARK CO ANIMAL SHELTER

Previous Balance:	.00
PREPAID - MISCELLANEOUS - BID BOND	4,076.00
<hr/>	
Total:	4,076.00
<hr/>	
SCANNED CHECK - Wells Fargo Check No: 508789	4,076.00
Total Applied:	4,076.00
<hr/>	
Change Tendered:	.00
<hr/>	

Duplicate Copy

12/04/2019 2:31 PM

MEETING DATE: 12/17/19

DEPARTMENT: PUBLIC WORKS

PREPARED BY: ROB KRAMER

PRESENTED BY: PHILLIP BOWMAN

## **AGENDA ITEM SUMMARY REPORT**

### **Bid 2019-14 (2) New 2020 or Newer Diesel Cab/Chassis' and (2) New 2020 Automated Compaction Bodies**

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

Approve the award of Bid 2019-14 to Floyd's truck center for (2) Autocar cab and chassis' with (2) Southwest compaction bodies with the optional remote lube systems in the amount of \$494,680.44.

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

A request was made in FY 2019/2020 for the purchase of two new sanitation trucks. These units will be replacing a 2000 Freightliner sanitation truck and a 2010 Freightliner sanitation truck. Both units were offered in trade.

Bid packets were sent to Ameri-Tech Equipment Company, Kois Brothers, Floyd's Trucks, Lariat International Trucks, Able Equipment, CMI-TECO, TriState Truck and Equipment, Istate Truck Center, McCandless Truck Center LLC, Peterbilt of Wyoming, Elliott Sanitation Company, Northern Truck Equipment.

Three bidders submitted five bids. These bids were opened at City Hall on 12/5/19.

Peterbilt of Wyoming submitted one bid for (2) Peterbilt 520 cab and chassis' with (2) Southwest compaction bodies in the amount of \$446,674.00, offering a trade in value of \$15,000.00 for the 2010 Freightliner and \$0.00 for the 2000 Freightliner. This bid also included the option of adding a remote lube system in the amount of \$1,500.00 per unit. The addition of this system to each truck leaves a net total bid of \$434,674.00.

This bid does not meet the specifications for the cab and chassis.

CMI-TECO submitted two bids.

(2) Mack LR42 cab and chassis' with (2) GS compaction bodies in the amount of \$506,018.00, offering a trade in value of \$31,000.00 for the 2010 Freightliner and \$8,500.00 for the 2000 Freightliner, leaving a net total bid of \$466,518.00.

This bid does not meet the specifications for the cab and chassis.

(2) Mack LR42 cab and chassis' with (2) Southwest compaction bodies in the amount of \$465,732.00, offering a trade in value of \$20,000 for the 2010 Freightliner and \$2,000.00 for the 2000 Freightliner. This bid also included the option of adding a remote lube system in the

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

amount of \$1,500.00 per unit. The addition of this system to each truck leaves a net total bid of \$446,732.00.

This bid does not meet the specifications for the cab and chassis.

Floyd's Truck Center submitted two bids.

(2) Autocar ACX42 cab and chassis' with (2) GS compaction bodies in the amount of \$522,666.44, offering a trade in value of \$31,000.00 for the 2010 Freightliner and \$8,500.00 for the 2000 Freightliner, leaving a net total bid of \$483,166.44.

(2) Autocar ACX42 cab and chassis' with (2) Southwest compaction bodies in the amount of \$491,380.44, offering a trade in value of \$15,000.00 for the 2010 Freightliner and \$4,500.00 for the 2000 Freightliner. This bid also included the option of adding a remote lube system in the amount of \$1,650.00 per unit. The addition of this system to each truck leaves a net total bid of \$475,180.44

Given the low trade in value for both trucks offered in trade, staff would like to place the units for sale on the public surplus auction.

### **FISCAL IMPACT**

Funding, in the amount of \$554,000.00 was budgeted for and approved in the Fiscal Year 2019/2020 budget.

### **ALTERNATIVES**

Approve or deny the award of Bid 2019-14 to Floyd's truck center for (2) Autocar cab and chassis' with (2) Southwest compaction bodies with the optional remote lube systems in the amount of \$494,680.44.

### **ATTACHMENTS**

1. Bid packet 2019-14

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

1. Jerry Williams, CMI-TECO, [jerry@cmiteco.com](mailto:jerry@cmiteco.com)
2. Kevin Chafee, Floyd's Truck Center, [kchafee@floydstrucks.com](mailto:kchafee@floydstrucks.com)
3. Scott Gallinger, Peterbilt of Wyoming, [scottg@pbwyo.com](mailto:scottg@pbwyo.com)

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



**TABLE OF CONTENTS**

**BID NO. 2019-14 (2) NEW 2020 DIESEL CAB/CHASSIS and (2) NEW 2020 AUTOMATED COMPACTION BODIES**

**DOCUMENTS INCLUDED IN PACKET FOR BID NO 2019-14**

	<u>Pages</u>
<b>1. ADVERTISEMENT FOR BID (ON THIS PAGE, BELOW)</b>	<b>↓ 1</b>
<b>2. INSTRUCTION SHEET</b>	<b>2</b>
<b>3. BID PROPOSAL</b>	<b>3</b>
<b>4. SPECIFICATIONS</b>	<b>4-16</b>

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

**Bid No. 2019-14**  
**(2) New 2020 Diesel Cab/Chassis and (2) New 2020 Automated Compaction Bodies**

The City of Cody will receive sealed bids until 2:00 p.m., 12/5/19 at Cody City Hall, 1338 Rumsey Avenue, P.O. Box 2200, Cody, Wyoming 82414, for **(2) New 2020 Diesel Cab/Chassis and (2) New 2020 Automated Compaction Bodies** with an option to trade in **(1) 2010 Freightliner M2 cab and chassis with (1) Impac 30 yard compaction body, and (1) 2000 Freightliner FL80 cab and chassis with (1) Impac 30 yard compaction body.** All bids will be opened and read aloud at this time. Full bid details and specifications are included in the bid packet available at City Hall or by emailing [kylieh@cityofcody.com](mailto:kylieh@cityofcody.com). Direct any questions to Rob Kramer at 587-2958.

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

Dated this 18<sup>th</sup> day of November, 2019.

\_\_\_\_\_  
Cynthia Baker  
Administrative Services Officer

PUBLISH: November 26, 2019  
December 3, 2019



**INSTRUCTIONS: (2) New 2020 or Newer Diesel Cab/Chassis and  
(2) New 2020 or Newer Automated Compaction Bodies  
BID REQUEST NUMBER 2019-14**

The Bidder agrees to provide **(2) New 2020 or Newer Diesel Cab/Chassis and (2) New 2020 Automated Compaction Bodies** free and clear of all liens of any kind, pursuant to the specifications and invitation to bid. The bid may include a trade-in value for **(1) 2010 Freightliner M2 cab and chassis VIN 1FVHCYBS0ADAS4856 with (1) Impac 30 yard compaction body, and (1) 2000 Freightliner FL80 cab and chassis VIN 1FVXJFBB3YHF10327 with (1) Impac 30 yard compaction body.** The bidder shall complete every space in the Bid 2019-14 City of Cody Specifications Form on page 4-16 to indicate that the item being bid is exactly as specified. All (no) responses shall be explained in detail on an attached sheet. Bids will be accepted for consideration on any make or model that is equal or superior to the specifications.

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

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

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

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

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

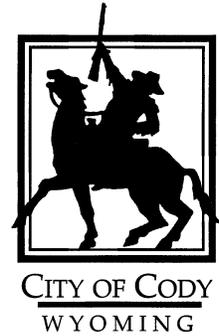
All material provided under this bid shall be new and unused. Bid documents may be obtained from:

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

Bids are to be sealed and addressed to the City of Cody, 1338 Rumsey Avenue, P.O. Box 2200, Cody, Wyoming 82414 and shall be marked "**Bid No. 2019-14, (2) New 2020 Diesel Cab/Chassis and (2) New 2020 Automated Compaction Bodies**" on the outside of the envelope.

The sealed bids must be returned to the City of Cody no later than 2:00 p.m. 12/5/19. The bid opening will be held at that time at City Hall. The City reserves the right to reject any and/or all bids and further reserves the right to waive any informalities if deemed in the best interest of the City.

Bid Proposal Form  
**Bid No. 2019-14 (2) New 2020 or Newer Diesel Cab/Chassis and (2) New 2020  
Automated Compaction Bodies**  
City of Cody, Wyoming



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

The undersigned Bidder agrees to provide **(2) New 2020 or Newer Diesel Cab/Chassis and (2) New 2020 Automated Compaction Bodies**, free and clear of all liens of any kind, pursuant to the specifications and invitation to bid. The bid may include a trade-in value for **(1) 2010 Freightliner M2 cab and chassis VIN 1FVHCYBS0ADAS4856 with (1) Impac 30 yard compaction body, and (1) 2000 Freightliner FL80 cab and chassis VIN 1FVXJFBB3YHF10327 with (1) Impac 30 yard compaction body.**

The bid price shall be F.O.B. City of Cody Vehicle Maintenance Shop 119 19<sup>th</sup> Street, Cody, WY 82414.

<b>Bid Schedule</b>	<b>Quantity</b>	<b>Unit</b>	<b>Total Price</b>
Bid for:			\$ _____
Less trade if any:		2010 Freightliner	\$(_____)
		2000 Freightliner	\$(_____)
Net Total Bid			\$ _____

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

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

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

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

Date \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Company

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State and Zip

\_\_\_\_\_  
E-mail Address



**FRONT AXLE continued**

**YES**   **NO**

- 3. Heavy duty front shock absorbers. \_\_\_\_\_
- 4. Automatic slack adjusters. \_\_\_\_\_
- 5. Power Steering Reservoir, 3.9 quart minimum. \_\_\_\_\_
- 6. Front axle synthetic lube. \_\_\_\_\_

**REAR AXLE**

- 1. Arvin Meritor RS 30-185 single reduction axle. \_\_\_\_\_
- 2. Single axle full locking. \_\_\_\_\_
- 3. Automatic slack adjusters. \_\_\_\_\_
- 4. Rear suspension, Reyco 102cc 31000 lb ground capacity. \_\_\_\_\_
- 5. Rear axle ratio 5.38 \_\_\_\_\_
- 6. Rear axle synthetic lube. \_\_\_\_\_

**TRANSMISSION**

- 1. Allison pushbutton controlled 3000 RDS automatic 6 speed transmission with PTO provision. Auto-Neutral with work brake to be activated by dash mounted lever. \_\_\_\_\_
- 2. Transmission oil cooler oil to water type. \_\_\_\_\_
- 3. Transynd synthetic fluid. \_\_\_\_\_
- 4. Transmission to carry a min. 2 yr. unlimited mileage factory warranty. \_\_\_\_\_

**ENGINE**

- 1. Diesel powered, minimum 350 H.P., electronic controlled with a minimum of 1150 LB/FT of torque. \_\_\_\_\_
- 2. 15 inch one stage with safety element air cleaner. \_\_\_\_\_
- 3. 1300 sq. inch aluminum radiator. \_\_\_\_\_
- 4. 1000 Watt engine block heater. \_\_\_\_\_
- 5. Two speed fan. \_\_\_\_\_

**ENGINE continued**

**YES   NO**

- 6. Fuel/water separator with heater. \_\_\_\_\_
- 7. Urea delivery system left side, 10 gal capacity. \_\_\_\_\_
- 8. Engine to carry a minimum 2 year, unlimited mileage warranty. \_\_\_\_\_
- 9. Exhaust to be mounted above engine, behind cab with horizontal aftertreatment device and vertical exhaust pipe. \_\_\_\_\_
- 10. Steel engine oil pan guard. \_\_\_\_\_
- 11. Minimum 18.7 C.F.C. air compressor. \_\_\_\_\_
- 12. Minimum 12 volt 160 amp. alternator. \_\_\_\_\_

**BRAKE SYSTEM**

- 1. Dual air brake system with four-way ABS. \_\_\_\_\_
- 2. Parking brake shall have (2) spring brake chambers and a dash mounted warning light. \_\_\_\_\_
- 3. Bendix AD-IP or equivalent air dryer with heater. \_\_\_\_\_
- 4. Low air pressure warning light and alarm. \_\_\_\_\_
- 5. Minimum of 16.5"x6" QP front cam type brakes. \_\_\_\_\_
- 6. Minimum of 16"x7' Q Plus rear cam type brakes. \_\_\_\_\_
- 7. Rock guards on all brakes. \_\_\_\_\_
- 8. BW (or equivalent) thermostatically controlled automatic purge valve on wet air tank. \_\_\_\_\_
- 9. All other air tanks to have a manual drain valve. \_\_\_\_\_
- 10. Air tanks to be mounted inboard. \_\_\_\_\_

**ELECTRICAL SYSTEM**

- 1. Three (3) 31 ECL type batteries. \_\_\_\_\_
- 2. All lights and reflectors must conform to Wyoming and Federal D.O.T. regulations. \_\_\_\_\_
- 3. Stop and turn lights to be LEDs. \_\_\_\_\_

**ELECTRICAL SYSTEM continued**

**YES** **NO**

- 4. Battery box to be located on left side of vehicle in a manner not to interfere with the mounting of the compactor assembly. \_\_\_\_\_
- 5. Electrical backup alarm. \_\_\_\_\_
- 6. Battery disconnect switch. \_\_\_\_\_

**FUEL TANK**

- 1. Minimum capacity, 75 U.S. gallons. \_\_\_\_\_
- 2. Fuel tank to be mounted on left side of vehicle. \_\_\_\_\_

**CAB EXTERIOR**

- 1. Exterior sun visor. \_\_\_\_\_
- 2. Entry grab handles. \_\_\_\_\_
- 3. Dual air horns mounted under cab. \_\_\_\_\_
- 4. Fully insulated cab. \_\_\_\_\_
- 5. Single pain west coast primary mirrors with convex mounted under primary mirrors, motorized, heated and adjustable. \_\_\_\_\_
- 6. Hydraulic tilt cab with air assist, minimum of 60-degree cab tilt. \_\_\_\_\_
- 7. Dual level cab entry steps on both sides. \_\_\_\_\_
- 8. Tinted glass. \_\_\_\_\_
- 9. Single color, "Bright White". \_\_\_\_\_
- 10. Cab size 62" BBC. \_\_\_\_\_
- 11. Bug screen installed behind front grille. \_\_\_\_\_
- 12. Impact resistant front poly fenders. \_\_\_\_\_

**CAB INTERIOR**

- 1. Single steer right hand drive. \_\_\_\_\_
- 2. Heavy-duty floor mats. \_\_\_\_\_

**CAB INTERIOR continued**

**YES**    **NO**

- 3. High output fresh air heater and defroster. \_\_\_\_\_
- 4. Variable speed, w/intermittent electric windshield wipers. \_\_\_\_\_
- 5. Operator seat, Bostrom 910 high back, Passenger fixed low back. \_\_\_\_\_
- 6. Factory installed air conditioning. Roof mount not acceptable. \_\_\_\_\_
- 7. Dual inside sun visors. \_\_\_\_\_
- 8. Interior dome light. \_\_\_\_\_
- 9. AM/FM radio with dual speakers. \_\_\_\_\_
- 10. Oil pressure and engine temperature gauges with audible alarm. \_\_\_\_\_
- 11. Transmission temperature gauge. \_\_\_\_\_
- 12. Volt meter. \_\_\_\_\_
- 13. Engine hour meter. \_\_\_\_\_
- 14. Air pressure gauge with audible low air warning. \_\_\_\_\_
- 15. Engine tachometer. \_\_\_\_\_
- 16. Dash must have on board diagnostics capable of reading DPF soot level, engine, ABS, and electrical fault codes with schematics and descriptions without hooking up a computer. \_\_\_\_\_
- 17. Tilt/Telescopic steering column. \_\_\_\_\_
- 18. In dash vehicle monitoring system which highlights issues and actions needed to prevent trigger fault codes to cover, electrical systems and harnesses, smart fuse boxes, axle & suspension differential, transmission, engine, brake conditions. \_\_\_\_\_
- 19. Live telematics systems to allow fleet managers to receive fault Codes, operating & safety data via on screen notices in vehicle, text, email, or telephone calls depending on user preferences. \_\_\_\_\_

**WHEELS AND TIRES**

- 1. All wheels to be Disc type 22.5"x 9. \_\_\_\_\_

**WHEELS AND TIRES continued**

**YES**    **NO**

- 2. Front Tires: 315/80R22.5 \_\_\_\_\_
- 3. Rear Tires: 315/80/22.5 Traction tread pattern. \_\_\_\_\_

**MISCELLANEOUS**

- 1. One complete set of manuals; repair, service, parts and operators, or free access on-line for all manuals. \_\_\_\_\_
- 2. Full factory warranty that applies to vehicle. \_\_\_\_\_
- 3. One copy of the Dealer’s order form showing the make, model and all equipment being bid. \_\_\_\_\_
- 4. Vehicle to be delivered to the factory of the successful bidder of the compactor body. \_\_\_\_\_
- 5. The truck must have dash mounted work brake lever to apply service brakes and put transmission into Auto-Neutral. \_\_\_\_\_

**OPTIONAL TRADE-IN**

The City of Cody may choose, at its sole discretion, to trade in **(1) 2010 Freightliner M2 cab and chassis VIN 1FVHCYBS0ADAS4856 with (1) Impac 30 yard compaction body, and (1) 2000 Freightliner FL80 cab and chassis VIN 1FVXJFBB3YHF10327 with (1) Impac 30 yard compaction body.** Trade ins shall be in “AS IS” condition at the time of the bid opening. This equipment will be available for inspection at the City of Cody Vehicle Maintenance Shop located at 119 19<sup>th</sup> Street, Cody, WY 82414, by appointment only. Bidder shall state the amount of allowance to be deducted from the Bidder’s proposal on the attached Bid Proposal Form should the City of Cody select this option.

## SPECIFICATIONS FOR AUTOMATED CONTAINER LOADING BODY

### **BODY CAPACITY**

**YES   NO**

1. Body capacity shall be 27 cubic yards including the 1 1/2 cubic yard style rear tailgate and the 12 cubic yard hopper capacity. \_\_\_\_\_

### **HOPPER**

1. The hopper will have a 12 cubic yard useable capacity. Hopper sides to be of a flat design with horizontal channel reinforcing. Lower panel to be 3/16" – A572 Grade 50 – 50,000 psi minimum yield up 48" from the floor. Upper panel to be 10 gauge – A572 – Grade 50 – 50,000 psi minimum yield. Channel reinforcing to be 4"x2"x10 gauge – A3HR – 36,000 minimum psi yield. \_\_\_\_\_
2. The hopper floor to be constructed of 1/4" – AR400 – 140,000 psi minimum yield strength abrasion resistant steel. Hopper floor to be reinforced with a combination of 1/4" – A38HR– 36,000 psi yield strength steel and 2"x3"x.25 H.S.S. and 4"x 3" x.25 H.S.S. Body sill under the hopper area to be 1/4" – 46,000 psi yield strength steel with a 10" cross section. \_\_\_\_\_
3. Body hopper opening to be 65" wide and 88" long with a depth from top of hopper shield to floor of 102". \_\_\_\_\_

### **FRONT BULKHEAD**

1. The front bulkhead shall be constructed from formed plates consisting of three horizontal members spanning the width of the body and outer vertical plate which lies perpendicular to the horizontal spanning members, creating an integral structure. \_\_\_\_\_
2. The outer plate, in addition to structurally reinforcing the entire assembly also seals the bulkhead so that effective liquid retention height of 22 1/2" inches above the body floor is achieved. \_\_\_\_\_

### **LOAD DISCHARGE**

1. Load discharge is to be of "full eject" type and shall be interlocked with the rear door so that it has to be open before the packer plate can pass the 1/2 pack point. \_\_\_\_\_
2. On a full eject, the opening of the rear door also disables the auto cycle so the load discharge is controlled manually with the manual override packing controls. \_\_\_\_\_

**BODY ROOF**

**YES** **NO**

- 1. Body roof shall be of a rounded design and constructed of 10 gauge material – A572 Grade 50 – 70,000 psi tensile strength – 50,000 psi minimum yield point strength steel. \_\_\_\_\_
- 2. Roof shall be reinforced longitudinally at the point where the roof meets the side with 10 gauge – A36HR psi yield strength formed channel. \_\_\_\_\_

**BODY SIDES**

- 1. Body sides are rounded in design from top to bottom and constructed of 3/16 plate material-A-516 Grade 70 90,000 psi tensile strength steel. Note: Pressure vessel tank material one piece side. \_\_\_\_\_
- 2. The body shall be reinforced at the upper most point where it joins the roof with a formed channel constructed of Grade a-572 grade 50 annealed with a tensile strength of 90,000 psi. With no rear body exterior stiffeners, the result shall be a smooth, aesthetically-pleasing exterior that can be utilized for signs or custom advertising, also making daily washing easier with less surface area to wash. \_\_\_\_\_

**BODY FLOOR**

- 1. Body floor shall be part of the unibody concept and shall be of a rounded design. It shall be constructed of 3/16' – 50,000 psi yield strength steel. \_\_\_\_\_
- 2. In combination with the rear body seal and the unique front bulkhead design, the body will have the capacity to hold approximately 1,000 gallons of liquid waste. \_\_\_\_\_

**BODY REINFORCING**

- 1. Mid-body reinforcing shall be achieved by a formed channel, constructed of 10 gauge – A570 Grade 50 – 50,000 psi yield strength steel with dimensions of 4 1/2" x 7". \_\_\_\_\_
- 2. Rear body reinforcing at the door frame area shall be achieved by a formed channel constructed of 10 gauge – 50,000 psi yield strength steel with dimensions of 4 1/2" x 7". \_\_\_\_\_

**LIFTING MECHANISM**

- 1. The lifting mechanism shall be capable of handling a 1 1/2, 3 and 4 cubic yard stationary steel refuse containers. \_\_\_\_\_

**LIFTING MECHANISM continued**

**YES   NO**

- 2. The lifting mechanism shall consist of a horizontal bar with container hook-up points on either end, achieving horizontal plane motion via the extension and retraction of one double acting cylinder which slides the roller supported mechanism frame work back and forth through a horizontal track mounted above the chassis framework, below the body floor. \_\_\_\_\_
- 3. Vertical motion of the lifting mechanism shall be achieved through the extension and retraction of two double acting hydraulic cylinders which raise and lower the roller supported frame work through a vertical track. \_\_\_\_\_
- 4. The mechanism shall be simultaneously connected to a system of link bars attached to a pivot shaft which rotate the container for dumping purposes at its extreme vertical level. \_\_\_\_\_
- 5. The mechanism must be capable of serving containers from the ground level to dock height (approximately 48 inches from ground level). \_\_\_\_\_
- 6. The lifting mechanism will also have a 48'' inch reach from truck body to container. \_\_\_\_\_
- 7. Grabber attachment to be mounted on the mast. \_\_\_\_\_

**REAR DOOR**

- 1. The rear door is to have a convex profile to direct material flow compaction and to ensure that the body fills completely. \_\_\_\_\_
- 2. The rear door is to have a 1 1/2 cubic yard capacity and is to be constructed of 10-gauge 50,000 psi yield strength steel. \_\_\_\_\_
- 3. The rear door shall be attached to the body with 2 heavy duty steel hinges with 1 ¼ "diameter – 150,000 psi yield strength steel, rotating in a hardened bearing race. \_\_\_\_\_
- 4. The rear door is to incorporate a water tight seal to prevent leakage. This shall be a replaceable compression type seal attached to the body, extending along the full width of the body/door interface and 39'' up the sides. \_\_\_\_\_
- 5. The rear door shall be automatically latched and unlatched in sequence with the rear door hydraulic lift cylinders. \_\_\_\_\_
- 6. The latch hook shall be constructed of 1'' thick -100,000 psi yield strength steel which must be installed and removed manually and are incorporated to prevent accidental opening of the door. \_\_\_\_\_

**REAR DOOR continued**

**YES**   **NO**

- 7. A Federal Motor Carrier approved under-ride guard shall be furnished. \_\_\_\_\_
- 8. The under-ride guard shall be welded to the bottom of the rear door and swings out of the way with the door when refuse is ejected. \_\_\_\_\_

**PACKER EJECTION BLADE**

- 1. A hydraulically-activated plate shall be furnished to clear the hopper of refuse, compact the body and eject the load. These hydraulic functions shall be operator-controlled from within the cab. \_\_\_\_\_
- 2. The packer/ejection blade lower section shall be constructed of ¼ “ thick – 50,000 psi strength steel and the upper section shall be reinforced with vertical and horizontal boxed sections. \_\_\_\_\_
- 3. The packer/ejection blade shall be supported on two 3” x 46” x 50” thick Wearform -500 100,000 psi yield strength wear plates. \_\_\_\_\_
- 4. The shoes shall ride on a 3” wide x .50 Wearform-500 wear plates on bottom inside steel guide channels which are welded directly to the body side for extra strength. \_\_\_\_\_
- 5. The shoes shall be replaceable by removing the packer/ejection blade. \_\_\_\_\_

**FULL EJECT**

- 1. The packing/ejection blade shall be operated by two (2) horizontally-mounted, crisscrossed hydraulic cylinders. \_\_\_\_\_
- 2. Cylinders shall be three stage, 5 ½ x 4 ½ x 3 ½ bore, double acting and have chrome plated shafts that shall be mounted above the floor to prevent damage and are attached by 2” diameter pivot pins. \_\_\_\_\_
- 3. Full eject operation shall take about 35 seconds, including the time to return the blade to the “home” position. \_\_\_\_\_

**HYDRAULIC SYSTEM**

- 1. The maximum operating pressure shall be 2,500 psi. \_\_\_\_\_
- 2. System shall have a heavy-duty Commercial Intertech Model P350 single stage, engine driven hydraulic gear pump with a HI-GFM/LOW=RPM displacement design. \_\_\_\_\_

**HYDRAULIC SYSTEM continued**

**YES NO**

- 3. System shall have a priority flow control device and a dry valve to control the pump. \_\_\_\_\_
- 4. The pump shall deliver 46 GPM @ 1,800 RPM and be protected by an electric overspeed switch connected to the alternator. \_\_\_\_\_
- 5. Pump start-up and shut-down shall be achieved by means of a push/pull switch connected to an air-solenoid valve. \_\_\_\_\_
- 6. The hydraulic system hoses and tubing shall have a burst pressure rating of 3 ½ times the maximum working pressure of 2,500 psi. \_\_\_\_\_
- 7. The hydraulic system oil reservoir shall have a capacity of 70 U.S. gallons. \_\_\_\_\_
- 8. The hydraulic system oil reservoir shall be located on the opposite side of the lifting mechanism and mounted to the chassis frame. \_\_\_\_\_
- 9. The tank shall come complete with an oil level/temperature gauge, visible from the ground, a filter type breather cap and a shut-off valve. \_\_\_\_\_
- 10. Hydraulic filtration shall include a 100 mesh suction screen located on the suction side of the hydraulic tank, a 10 micron pressure filter (with indicator) located between pump and valve assembly and a 10 micron return filter (with indicator located on the hydraulic tank). \_\_\_\_\_
- 11. A push button, in the cab, shall shut down the complete system. \_\_\_\_\_
- 12. Hydraulic system shall be equipped with an audible alarm in cab that will notify operator when oil level in hydraulic tank is low. \_\_\_\_\_

**CONTROLS**

- 1. Controls for all functions shall be located in the cab within easy access to the operator. \_\_\_\_\_
- 2. Start-up/shut-down control shall utilize a push/pull switch with a minimum knob size of 2 3/8” diameter. \_\_\_\_\_
- 3. Lift, reach and grabber functions shall utilize dual compensating air valves in tandem or triple configurations. \_\_\_\_\_
- 4. Top-door options, when used, shall utilize a momentary contact switch in conjunction with a limit switch, a pressure switch and an adjustable timer (.01 seconds – 10 seconds) to compact and “crunch” refuse, then automatically return compaction packer. \_\_\_\_\_

**CONTROLS continued**

**YES**   **NO**

5. Eject/retract functions shall be controlled by an electrical selector switch and a set of air valves. \_\_\_\_\_

**INDICATOR LAMPS**

1. In cab indicator lamps for; retract, compact, overspeed, tailgate ajar and strobe/work lamps on. \_\_\_\_\_

**BODY LIGHT AND WIRING**

1. All lighting shall be in accordance with FMVSS. \_\_\_\_\_
2. The light bar on the lower section of the door shall include two (2) stop/turn indicators on each side and one (1) backup lamp on each side. \_\_\_\_\_
3. A mid-body signal combination marker lamp shall be located on each side of the unit, mid-lower body. \_\_\_\_\_
4. Amber body marker lamps shall be located, one (1) in front and on the top corner of each side. \_\_\_\_\_
5. Rear body markers shall be located in the rear door frame, one (1) on the top and one (1) on the bottom. There shall also be a grouping on the outside of the rear door, one (1) on each side and three (3) in the center. \_\_\_\_\_
6. An electrical back-up alarm shall be provided and shall be activated when the vehicle is in reverse. \_\_\_\_\_
7. An electrical alarm shall be provided and shall be activated when the rear gate is ajar. \_\_\_\_\_
8. Circuit breakers, able to be reset, shall be utilized for circuit protection on packer systems. \_\_\_\_\_
9. All wiring shall be enclosed in the body member or sealed plastic loon. \_\_\_\_\_
10. All wiring shall be color coded. \_\_\_\_\_

**OTHER**

1. Mud flaps shall be installed on the front and rear of tandem axles. \_\_\_\_\_
2. Two (2) rear frame mounted tow hooks installed by body builder. \_\_\_\_\_

**OTHER continued**

**YES**    **NO**

- |   |       |       |
|---|-------|-------|
| 3. Sliding cover over receiving area.                             | _____ | _____ |
| 4. Camera system in the tank and the rear of the compaction body. | _____ | _____ |
| 5. Dealer order form showing all equipment being bid.             | _____ | _____ |
| 6. (3) sets of keys.  | _____ | _____ |
| 7. Does the bidder hold a current Wyoming Residency Certificate?  | _____ | _____ |

## **AGENDA ITEM SUMMARY REPORT**

### **Retainage Release – 2019 ADA Ramp Improvements**

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

Authorize Barry A. Cook, City Administrator to sign the retainage release document for the 2019 ADA Ramp Improvements project, with a release date of December 23, 2019.

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

The City of Cody has deposited a total of \$35,734.71 into a retainage account for Big Horn Redi-Mix and for the 2019 ADA ramp improvements project.

The 41-day notice of final payment has been advertised and the remaining retainage balance payout will be due December 23, 2019.

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

#### **FISCAL IMPACT**

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

#### **ATTACHMENTS**

1. Retainage release
2. Payment report
3. Advertisement of final payment
4. Contractor's affidavit of payment of materials and labor
5. Quality Asphalt lien waiver
6. Concrete & Up lien waiver

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

None

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





Wires

# Payment Report

## Payment Summary

USD

Value Date	Amount	Transactions
07/17/2019	9,945.31	1
08/22/2019	14,137.10	1
09/19/2019	3,887.97	1
10/16/2019	7,764.33	1
<b>Grand Total</b>	<b>35,734.71</b>	<b>4</b>

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Report generated on November 13, 2019 13:41:07 PM ET

Date: November 5, 2019

To: Phillip Bowman, P.E.  
City of Cody  
P.O. Box 2200  
Cody, WY 82414

Project No.: 4463.004

Subject: **2019 ADA Pedestrian Ramps – Lien Waivers & Contractors  
Affidavit of Payment of Materials and Labor**

**We are sending you the following items:**  Attached  Under separate cover via

Shop Drawings  Prints  Plans  Specifications  Change Order

Copy of Letter  Contract Documents  Pay Request  Addendum  Other: \_\_\_\_\_

Number	Date	Description
1	10/29/19	Big Horn Redi Mix Contractors Affidavit of Payment of Materials and Labor
1	10/30/19	Quality Asphalt – Lien Waiver
1	10/30/19	Concrete & Up – Lien Waiver
1	-	Advertisement for Final Payment – Emailed to Cindy Baker

**THESE ARE TRANSMITTED as checked below:**

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> For approval            | <input type="checkbox"/> No exceptions taken    | <input type="checkbox"/> Submit specified item            |
| <input checked="" type="checkbox"/> For your use | <input type="checkbox"/> Make corrections noted | <input type="checkbox"/> Prints returned after loan to us |
| <input type="checkbox"/> As requested            | <input type="checkbox"/> Revise and resubmit    | <input checked="" type="checkbox"/> For your files        |
| <input type="checkbox"/> For review and comments | <input type="checkbox"/> Rejected               | <input type="checkbox"/>                                  |

**REMARKS:**

Retainage can be released after December 23, 2019, assuming no claims are received.  
It was a pleasure working with you on this project!

Copy to: Austin Reed, RPR  
Cody Project Notebook

Signed:   
Theresa Gunn, PE – Project Manager

*We create solutions that build better communities.*

Pursuant to Wyoming Statutes Section 16-6-116, notice is hereby given that THE CITY OF CODY, WYOMING is advised that work on 2019 ADA PEDESTRIAN RAMP IMPROVEMENTS called for by publication and let by contract has been completed according to specifications and rules set forth in the contract and was approved on April 4, 2019 and that the Contractor, Big Horn Redi-Mix, Inc., is entitled to final settlement therefore. All persons, firms or corporations who have any claims for work done or materials furnished on such public work are hereby notified that final payment will be made to said Contractor in accordance with the contract terms on or after December 23, 2019.

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ADMINISTRATIVE SERVICES

Cindy Baker

First Publication November 12, 2019

Second Publication November 19, 2019

Last Publication November 26, 2019

**CONTRACTORS AFFIDAVIT OF PAYMENT  
OF MATERIALS AND LABOR FOR PROJECT CLOSEOUT**

Pursuant to the provisions of Wyoming Statute 16-6-117,

**BIG HORN REDI MIX, INC.**  
**CONTRACTOR,**

the contractor who performed the Contract for

**2019 ADA PEDESTRIAN RAMP IMPROVEMENTS**  
**PROJECT**

for the benefit of

**CITY OF CODY, WYOMING**  
**OWNER**

does hereby swear and affirm that all claims for materials used under said Contract are paid and that all claims for work and labor performed under said Contract are paid for the entire period during which work was in progress on the Contract.

Dated this 29 day of October, 2019

BY: Cynthia S. DeVries

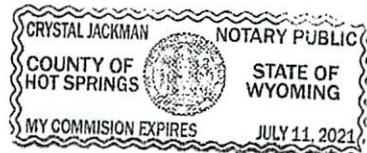
TITLE: Corporate Secretary

STATE OF WYOMING     )  
COUNTY OF Hot Springs ss

I, Crystal Jackman, a Notary Public in the aforesaid County, hereby certify that on the date written above, CYNTHIA S. DEVRIES personally know to me to be the person who signed the foregoing affidavit, appeared before me and affirmed that he/she signed the same as his/her free act and deed.

Crystal Jackman  
Notary Public

My Commission Expires: 7-11-2021



FOR USE BY SUBCONTRACTORS AND SUPPLIERS OF  
BIG HORN REDI MIX, INC.

PROGRESSIVE RELEASE AN WAIVER OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that the undersigned in consideration of full payment, except for retainage of \$ \$16,218.25 for labor, materials, equipment use, and services of every kind furnished to or used in the performance of PROJECT No. 4463.004 in construction of or improvements known as 2019 ADA RAMPS IMPROVEMENTS for CITY OF CODY, and located on premises described as or located at(in) CODY, WY. and for other good and valuable consideration does (do) certify that any and all liens and claims of liens to which the undersigned may by law be entitled are hereby waived and the right thereto relinquished and the undersigned does further certify that if any lien or claim of lien has heretofore been filed or recorded, the same is hereby released and discharged and does certify that all materials , labor, equipment rentals and services furnished by the undersigned have been paid in full and undersigned releases BIG HORN REDI MIX, INC., its Surety and the Owner of the above described premises from all liability and in any event the undersigned herewith indemnifies and holds harmless BIG HORN REDI MIX INC., from any liability whatsoever for any unpaid materials, labor, equipment or service charges, debts or claims which may have been contracted by the undersigned.

This instrument may be filed and recorded with any clerk and recorder for the use and benefit of BIG HORN REDI MIX, INC. and anyone standing in the privity with it, including any lender of money.

EXECUTED THIS 30<sup>th</sup> day of October, 2019.

FOR PROGRESS THROUGH 10/14/19

COMPANY NAME QUALITY ASPHALT PAVING BY Ever Greer

STATE OF Wyoming )

COUNTY OF Park )

On this 30 day of October, 2019; personally appeared before me a Notary Public in and for the said County and State Ever Greer known to me to be the person(s) described in and who executed the foregoing instrument and who duly acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF. I have hereunto set my hand and affixed my official seal the day and year first above written.

Katie Kain  
NOTARY PUBLIC



FOR USE BY SUBCONTRACTORS AND SUPPLIERS OF  
BIG HORN REDI MIX, INC.

PROGRESSIVE RELEASE AN WAIVER OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that the undersigned in consideration of full payment, except for retainage of \$ 8,142.96 for labor, materials, equipment use, and services of every kind furnished to or used in the performance of **PROJECT No. 4463.004** in construction of or improvements known as **2019 ADA RAMPS IMPROVEMENTS for CITY OF CODY**, and located on premises described as or located at(in) **CODY, WY.** and for other good and valuable consideration does (do) certify that any and all liens and claims of liens to which the undersigned may by law be entitled are hereby waived and the right thereto relinquished and the undersigned does further certify that if any lien or claim of lien has heretofore been filed or recorded, the same is hereby released and discharged and does certify that all materials, labor, equipment rentals and services furnished by the undersigned have been paid in full and undersigned releases **BIG HORN REDI MIX, INC., its Surety and the Owner** of the above described premises from all liability and in any event the undersigned herewith indemnifies and holds harmless **BIG HORN REDI MIX INC.,** from any liability whatsoever for any unpaid materials, labor, equipment or service charges, debts or claims which may have been contracted by the undersigned.

This instrument may be filed and recorded with any clerk and recorder for the use and benefit of **BIG HORN REDI MIX, INC.** and anyone standing in the privity with it, including any lender of money.

EXECUTED THIS 10/30/19 day of October, 2019.

FOR PROGRESS THROUGH 10/14/19

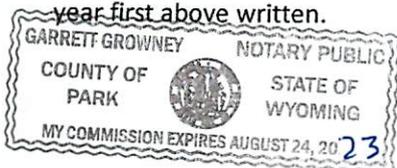
COMPANY NAME CONCRETE 3 UP BY Sabrina A Aviles, Treasurer

STATE OF Wyoming )

COUNTY OF Park )

On this 30th day of October, 2019; personally appeared before me a Notary Public in and for the said County and State Sabrina Aviles known to me to be the person(s) described in and who executed the foregoing instrument and who duly acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF. I have hereunto set my hand and affixed my official seal the day and year first above written.



[Signature]  
NOTARY PUBLIC

**MEMORANDUM OF UNDERSTANDING  
BETWEEN NORTHWEST COLLEGE AND  
CITY OF CODY**

THIS AGREEMENT, entered into between Northwest College, a non-profit, educational institution (henceforth referred to as "NWC") and City of Cody, a Wyoming municipal corporation, (henceforth referred to as "CONTRACTOR"), is for the performance of certain work and services in connection with:

Project Title: Northwest College Physical Education Classes

NWC Primary Contact: Dean Bruce, Dean of Extended Campus & Workforce

CONTRACTOR Primary Contact: Kelly Serfas Bower

This agreement is subject to the terms and conditions appended hereto, including General Terms and Conditions, and Special Terms and Conditions, if any.

**APPROVED FOR:**

Northwest College  
231 W Sixth St.  
Powell, WY 82435

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Stefani Hicswa

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
President Northwest College  
Title

\_\_\_\_\_  
Date

**APPROVED FOR:**

City of Cody  
1338 Rumsey Avenue  
Cody, Wyoming 82414

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Barry Cook

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
City Administrator  
Title

\_\_\_\_\_  
Date

- 1) **Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between Northwest College (NWC), 231 West Sixth Street, Powell, WY 82435, and City of Cody , a Wyoming municipal corporation (CONTRACTOR), 1338 Rumsey Avenue, Cody, WY 82414.
  
- 2) **Purpose.** The purpose of this MOU is to set forth the terms and conditions under which CONTRACTOR shall provide physical education classes for NWC students. Through the terms of this MOU, students can complete physical education coursework toward an Associate Degree at Northwest College. Students successfully completing the course of study will obtain college credit that will be counted towards their Wellness credits in their general education studies.
  
- 3) **Term of MOU.** This MOU is effective for the period July 1, 2019, through June 30, 2021. The term of this MOU may be extended only by a duly signed and authorized amendment to the MOU. This MOU may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be in writing and given at the address provided under this MOU by certified mail, postage prepaid, and return receipt requested.
  
- 4) **Responsibilities of NWC.**
  - A) NWC shall maintain accreditation with the Higher Learning Commission.
  - B) NWC shall maintain general education curriculum and degree requirements in accordance with curricular and degree policies and procedures defined by the Wyoming Community College Commission and the Higher Learning Commission.
  - C) NWC shall admit and register students for physical education classes leading to fulfillment of Wellness credit in the general education requirements, and shall provide information to Contractor regarding the names, and enrollment information for students who will attend NWC physical education classes in Cody.
  - D) NWC shall record all student progress toward degree completion.
  - E) NWC shall make payment to CONTRACTOR for physical education instruction delivered on CONTRACTOR’s site (specific costs in Section 6 of this document).
  
- 5) **Responsibilities of CONTRACTOR**
  - A) CONTRACTOR shall allow enrolled NWC students to participate in classes at the Paul Stock Aquatic and Recreation Center (the Rec Center) located at 1402 Heart Mountain Street, Cody, Wyoming and shall make available to NWC a copy of Contractor’s rules for the Rec Center, and shall promptly notify NWC of any change to the same.

- B) CONTRACTOR shall provide physical education instruction to NWC students. CONTRACTOR is at all times responsible for administrative and professional supervision of students under this Agreement. Contractor will assure each student has a consistent and appropriate level of supervision. Concurrently, Contractor shall maintain complete authority and control over all of the Contractor's administration and recreation service function activities while a program is occurring.
- C) CONTRACTOR shall maintain appropriate equipment and materials for student use in physical education classes. Contractor shall provide and shall allow NWC students to use those parts of the Rec Center that are necessary for the student to attend the class in which the student is enrolled. Such facilities shall be a suitable learning environment and supervision consistent with NWC's curriculum, which shall include reasonable access to dressing areas. NWC students who participate in a physical education class at the Rec Center shall have access to the necessary equipment and facilities relevant to the class in which the student is enrolled, but shall not have access to other equipment, facilities or amenities at the Rec Center.
- D) CONTRACTOR shall, upon reasonable request, permit the inspection of the relevant areas of Contractor, and other items or areas pertaining to the Program by representatives of NWC and/or agencies charged with the responsibilities for accreditation of NWC.
- E) CONTRACTOR shall submit to NWC one invoice per semester at the end of each semester as specified in the NWC academic calendar, to include a detailed statement of costs in the performance of this contract. Within thirty (30) days following receipt of invoice considered accurate and complete, NWC shall, subject to the provisions of this MOU, forward the invoice to the NWC Accounts Payable office for payment as approved by the NWC Primary Contact.

## 6) Insurance

- A) Each Party will procure and maintain at all times throughout the term of this Agreement such insurance as will protect themselves from all acts, errors or omissions while participating in the Program.
  - i) .

## 7) Payment.

- A) CONTRACTOR shall be reimbursed by NWC for *site maintenance* with fees collected from students. The total amount reimbursed by this MOU shall not exceed \$30.00 (thirty dollars and no cents) per student per class, unless mutually agreed upon by both parties. All costs are per student officially enrolled in the class associated with the fee.

B) CONTRACTOR shall be reimbursed by NWC for *instruction*. The total amount reimbursed by this MOU is \$61.00 (sixty-one dollars and no cents) per students per class up to 7 (seven) students. For total enrollment of more than 7 (seven) to 20 (twenty) students, CONTRACTOR shall be reimbursed a flat rate of \$487.50 (four hundred eight-seven dollars and fifty cents). This is the standard instructional amounts paid all NWC adjunct faculty and shall not exceed the stated amount unless mutually agreed upon by both parties.

## 8) General Provisions.

- A) **Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions, or amendments to this MOU, which are mutually agreed upon by and between the parties to this MOU, shall be incorporated by written instrument, executed and signed by all parties to this MOU.
- B) **Applicable Law.** In the performance of the work authorized in this MOU, NWC and CONTRACTOR agree to comply with all applicable federal, state, and municipal laws, rules, ordinances, regulations, and requirements governing or affecting performance under this MOU.
- C) **Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins, as described under the terms of this MOU, and unless this MOU is approved as to form by the appropriate legal representatives.
- D) **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect.
- E) **Sovereign Immunity.** NWC and CONTRACTOR do not waive their sovereign and governmental immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- F) **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.
- G) **Key Personnel.** The Primary Contact at NWC shall be Dean Bruce, Dean of Extended Campus and Workforce, whose performance shall follow NWC employment policies and procedures. The Primary Contact for CONTRACTOR shall be Kelly Serfas Bowers, whose performance shall follow CONTRACTOR employment policies and procedures.

H) **Notices.** All notices to either party shall be in writing, signed by the party giving it, and shall be sufficiently given or served, if sent by registered mail addressed to the parties at their addresses indicated.

9) **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU and certify that they have read, understood, and agreed to the terms and conditions as set forth herein.

MEETING DATE:	DECEMBER 17, 2019
DEPARTMENT:	COMMUNITY DEVELOPMENT
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____
PRESENTED BY:	TODD STOWELL

## **AGENDA ITEM SUMMARY REPORT**

### **Plat Amendment to the Cook Minor Subdivision—Relocate Easement**

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

Approve the plat amendment to the Cook Minor Subdivision, to relocate a gas line easement.

#### **SUMMARY**

North Forty Investments, as the owner of both lots in the Cook Minor Subdivision, has submitted an Amended Plat application to relocate a gas line easement in the subdivision. The gas line easement currently crosses near the middle of the back lot and would be relocated to the south side of the lot.



The gas line that was in the existing easement has been removed and the gas company has agreed to the new easement location. All physical work to allow the easement to be moved has already occurred, so it is simply a matter of completing the paperwork. The new gas service will be installed in the new easement in the near future. Staff has reviewed the amended plat and it meets applicable requirements.

#### **RECOMMENDATION:**

The Planning and Zoning Board is reviewing the application at their December 17<sup>th</sup> meeting, at noon. As it is expected that they will recommend approval, the matter has been scheduled for Council review at their meeting that evening.

#### **ATTACHMENTS**

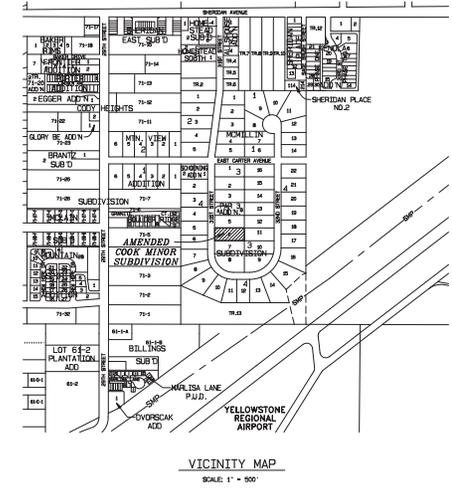
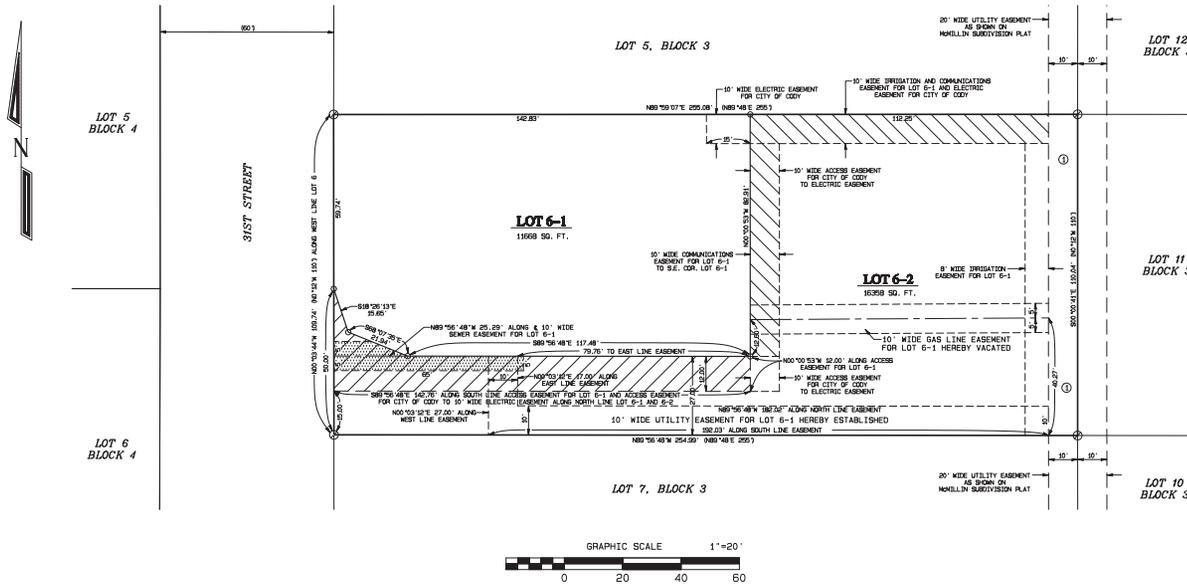
Amended Plat

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

North Forty Investments  
Morrison-Maierle

T. 53 N., R. 101 W.  
(RESURVEY)

T. 53 N., R. 101 W.  
(RESURVEY)



EASEMENT OF RECORD

UTILITY EASEMENT AS SHOWN ON THE PLAT OF THE McMILLIN SUBDIVISION RECORDED IN PLAT CABINET "C" AT PAGE 30 OF THE PLAT RECORDS OF THE PARK COUNTY CLERK AND RECORDER, 10 FEET WIDE.

NOTES

- BEARINGS ARE BASED ON THE CITY OF CODY DATUM WHICH IS BASED ON THE WYOMING COORDINATE SYSTEM NAD 83/95 WEST CENTRAL ZONE.
- TOTAL ACRES OF THE COOK MINOR SUBDIVISION IS 0.64 ACRES± (28,026 SQUARE FEET±).
- THE DEVELOPER IS RESPONSIBLE FOR CONNECTING LOT 6-1 TO CITY SEWER PROPERLY ABANDONING THE CURRENT SEPTIC TANK AND DRAIN FIELD, PROVIDING A SEWER TAP TO LOT 6-2, AND INSTALLING A FIRE HYDRANT, PRIOR TO ISSUANCE OF ANY BUILDING PERMIT FOR DEVELOPMENT ON THESE LOTS.

CERTIFICATE OF SURVEYOR

STATE OF WYOMING } ss  
COUNTY OF PARK }  
I, STEVEN D. FOLLMEIER, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF WYOMING BY REGISTRATION NUMBER 3524 HEREBY CERTIFY:  
THAT THE PURPOSE OF THIS PLAT IS TO VACATE THE 10 FOOT WIDE GAS LINE EASEMENT FOR THE USE OF LOT 6-1 AS SHOWN ON THE PLAT OF THE "COOK MINOR SUBDIVISION" RECORDED AS DOCUMENT NO. 2017-1689 AND FILED IN PLAT CABINET "M" AT PAGE 149 OF THE PLAT RECORDS OF THE PARK COUNTY CLERK AND RECORDER AND TO DEDICATE TO THE OWNERS, HEIRS, SUCCESSORS AND ASSIGNS OF LOT 6-1 THE 10 FOOT WIDE UTILITY EASEMENT AS ESTABLISHED HEREIN.  
THAT ON OCTOBER 26, 2016 AND NOVEMBER 15, 2016, THE "COOK MINOR SUBDIVISION" SHOWN HEREON WAS SURVEYED UNDER MY DIRECTION.  
THAT THE LINES SURVEYED AS CORRECTLY DESCRIBED IN THE OWNER'S CERTIFICATE OF DEDICATION, AND THIS PLAT ACCURATELY SHOWS THE CORRECT LOCATION AND DIMENSIONS OF SAID SUBDIVISION.  
THAT THE REQUIREMENTS OF W.S. 36-11-101 THROUGH 36-11-110 WERE COMPLIED WITH AND MONUMENTS AND LOT CORNERS SHOWN AND DESCRIBED HEREIN WERE ACTUALLY SET;  
THAT ALL ELEMENTS OF THE SURVEY CLOSE TO AN ACCURACY OF ONE PART IN FIVE THOUSAND OR BETTER AND CORRECTING ARE GIVEN IN FEET AND DECIMALS OF A FOOT, ANY SURPLUS OR DEFICIENCY IS DISTRIBUTED UNIFORMLY IN PROPORTION TO THE MEASUREMENTS SHOWN ON THIS PLAT.  
THAT THE CITY OF CODY DATUM WHICH IS BASED ON THE WYOMING COORDINATE SYSTEM NAD 83/95 WEST CENTRAL ZONE WAS USED AS THE BASIS OF BEARINGS FOR ALL BEARINGS SURVEYED AND SHOWN ON THIS PLAT.

IN WITNESS WHEREOF I HAVE SET MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D.

MORRISON - MATERLE  
BY: STEVEN D. FOLLMEIER (AGENT)  
WYOMING REGISTRATION NO. L.S. 3524



APPROVALS

CITY PLANNING AND ZONING BOARD  
APPROVED AS OF THE \_\_\_\_\_ DAY OF \_\_\_\_\_ BY THE CITY PLANNING AND ZONING BOARD OF CODY, WYOMING.  
CHAIRMAN - KARY WITCHELL  
CITY COUNCIL APPROVAL  
APPROVED AS OF THE \_\_\_\_\_ DAY OF \_\_\_\_\_ BY THE CITY COUNCIL OF CODY, WYOMING.  
MAYOR - MATT HALL  
ATTEST:  
CINDY BAKER  
ADMINISTRATIVE SERVICES OFFICER

WAIVERS GRANTED

- A WAIVER IS GRANTED FOR THE ALLEY REQUIREMENT ACCORDING TO MUNICIPAL CODE TITLE 11-4-2 P.
- A WAIVER IS GRANTED FOR THE CURB, GUTTER, SIDEWALK AND PAVED STREET REQUIREMENT ACCORDING TO MUNICIPAL CODE TITLE 11-4-2 G.

RECORDER'S ACCEPTANCE

THIS PLAT WAS FILED FOR THE PUBLIC RECORD IN THE OFFICE OF THE CLERK, PARK COUNTY, WYOMING, AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., AND IS DULY RECORDED UNDER DOCUMENT NUMBER \_\_\_\_\_ IN PLAT CABINET \_\_\_\_\_ AT PAGE \_\_\_\_\_  
COLLEEN RENNER  
PARK COUNTY CLERK  
BY: \_\_\_\_\_ DEPUTY

LEGEND

- 5/8" REBAR WITH 2" ALUM. CAP SET
- 1/2" IRON PIPE FOUND - REPLACED WITH BRASS CAP SET
- McMILLIN PLAT RECORD DIMENSIONS SHOWN THUS ( )
- ACCESS EASEMENT FOR LOT 6-1 AND FOR CITY OF CODY TO ELECTRIC EASEMENT
- COMMUNICATIONS EASEMENT FOR LOT 6-1
- SEWER EASEMENT FOR LOT 6-1

CERTIFICATE OF DEDICATION

STATE OF WYOMING } ss  
COUNTY OF PARK }  
WE, THE UNDERSIGNED, HEREBY CERTIFY THAT NORTH FORTY INVESTMENTS, LLC IS THE OWNER AND PROPRIETOR OF LOT 6, BLOCK 3 OF THE McMILLIN SUBDIVISION WITHIN THE CITY OF CODY AND LOCATED IN TRACT 70, TOWNSHIP 53 NORTH, RANGE 101 WEST OF THE SIXTH PRINCIPAL MERIDIAN, PARK COUNTY, WYOMING (RESURVEY) AS SHOWN ON THE PLAT THEREOF RECORDED IN PLAT CABINET "C" AT PAGE 30 OF THE PLAT RECORDS OF THE PARK COUNTY CLERK AND RECORDER.  
THAT WE HAVE CAUSED SAID PROPERTY TO BE SURVEYED AND PLATTED AS SHOWN HEREON AS THE AMENDED COOK MINOR SUBDIVISION LOCATED WITHIN THE CITY OF CODY; THAT THE SUBDIVISION AS APPEARS ON THIS PLAT IS WITH THE PRIOR CONSENT AND IN ACCORDANCE WITH THE INTERESTS OF THE UNDERSIGNED OWNERS AND PROPRIETORS; AND THAT WE HEREBY DEDICATE AND SET APART 31ST STREET TO THE USE OF THE GENERAL PUBLIC FOREVER AND THAT WE HEREBY DEDICATE AND SET APART THE EASEMENTS AS SHOWN HEREON TO THE USES AND ENTITIES NOTED AND DO HEREBY VACATE THE 10 FOOT WIDE GAS LINE EASEMENT FOR LOT 6-1 AS SHOWN HEREON AND DO HEREBY DEDICATE TO THE OWNERS, HEIRS, SUCCESSORS AND ASSIGNS OF LOT 6-1 THE 10 FOOT WIDE UTILITY EASEMENT AS ESTABLISHED HEREON AND DO HEREBY AGREE THAT THE OWNERS OF LOTS 6-1 AND 6-2 SHALL PROMOTE AND PARTICIPATE IN AN IMPROVEMENT DISTRICT FOR 31ST STREET WHEN DEEMED NECESSARY BY THE CITY OF CODY, AND FURTHER THAT THIS LANGUAGE SHALL BE CONTAINED IN EACH AND ALL CONVEYANCES OF RECORD. WE HEREBY RELEASE AND RELINQUISH ALL RIGHTS OF HOMESTEAD, IN WITNESS WHEREOF WE HAVE HERETO SET OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

BY: ROBERT M. COOK, MANAGER NORTH FORTY INVESTMENTS, LLC ANDREA L. COOK, MANAGER NORTH FORTY INVESTMENTS, LLC  
STATE OF WYOMING } ss  
COUNTY OF PARK }  
THE FOREGOING CERTIFICATE OF DEDICATION WAS ACKNOWLEDGED BEFORE ME BY ROBERT M. COOK, MANAGER AND ANDREA L. COOK, MANAGER, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.  
WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC  
MY COMMISSION EXPIRES: \_\_\_\_\_

NOTE:  
THE SOLE PURPOSE OF THIS AMENDED PLAT IS TO VACATE THE 10 FOOT WIDE GAS LINE EASEMENT FOR THE USE OF LOT 6-1 AS SHOWN ON THE PLAT OF THE "COOK MINOR SUBDIVISION" RECORDED AS DOCUMENT NO. 2017-1689 AND FILED IN PLAT CABINET "M" AT PAGE 149 OF THE PLAT RECORDS OF THE PARK COUNTY CLERK AND RECORDER AND TO DEDICATE TO THE OWNERS, HEIRS, SUCCESSORS AND ASSIGNS OF LOT 6-1 THE 10 FOOT WIDE UTILITY EASEMENT AS ESTABLISHED HEREON. THE FIELD SURVEY PERFORMED ON OCTOBER 26, 2016 AND NOVEMBER 15, 2016 WAS USED TO DETERMINE THE LOCATION OF THE 10 FOOT WIDE UTILITY EASEMENT HEREBY ESTABLISHED.

NORTH FORTY INVESTMENTS, LLC  
POWELL, WYOMING  
AMENDED PLAT SHOWING  
COOK MINOR SUBDIVISION

A RESUBDIVISION OF LOT 6, BLOCK 3  
OF THE McMILLIN SUBDIVISION

WITHIN THE CITY OF CODY  
AND LOCATED  
IN TRACT 70, T. 53 N., R. 101 W., 6TH P.M.  
PARK COUNTY, WYOMING (RESURVEY)

	1462 Grandview Avenue Cody, WY 82414 Phone: 307.557.4444 Fax: 307.557.4444	1/4 SEC. 70	TRACT 70	TOWNSHIP 53 NORTH	RANGE 101 WEST
	816 PRINCIPAL MERIDIAN (RESURVEY) PARK COUNTY, WYOMING	FIELD WORK: JAM & BOB DRAWN BY: BOB CHECKED BY: BOB	DATE: 10/26/2016 SCALE: 1"=800' PROJ. #: 2726028	CLIENT: NORTH FORTY INVESTMENTS, LLC PLATTED: Dec 6, 2016	45978 Pub Cooks Minor Subdivision McMillin Subdivision (revised) 07/26/2016 Amended Plat.pdf

## **AGENDA ITEM SUMMARY REPORT**

### **Amendment No. 2 for the Professional Services Agreement with T-O Engineers - Beacon Hill Water Tank Project**

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

Authorize the Mayor to sign Amendment No. 2 to the Professional Services Agreement with T-O Engineers for the Beacon Hill Water Tank Project.

#### **SUMMARY OF INFORMATION**

The City of Cody has a Professional Services Agreement in place with T-O Engineers for the planning, design, and construction administration of the Beacon Hill Water Tank project. During the course of the Final Design of the project, it was identified that long-term operational benefits would be gained by modifying the elevation of the water tank originally set in the Preliminary Design Phase of the project in 2018. The change in elevation will also lower construction costs by eliminating valving and water level control components from the design of the project. This amendment to the professional services agreement will allow the final design plans and specifications package to be revised, and prepare the project to be advertised and bid in January 2020.

#### **FISCAL IMPACT**

The Professional Services Agreement with T-O Engineers currently has an Amended Contract Amount of \$379,400. Amendment No. 2 will increase the Final Design and Bidding task budgets by a total amount of \$20,000, bringing the Revised Contract Amount to \$399,400. The project budget has been previously approved with the FY2019-20 Budget, and the additional cost of Amendment No. 2 will be paid for by the Water Enterprise Fund. The current project budget is adequate to fund the Revised Contract Amount, but a Budget Amendment may be necessary at a later date (utilizing Water Enterprise Fund reserves) after the project is bid and the actual construction costs are determined.

#### **ATTACHMENTS**

1. Amendment No. 2 to Standard Form Agreement Between Owner and Engineer for Professional Services (with Exhibit 1 and Exhibit C)

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

None.

## AMENDMENT NO. 2

To Standard Form of Agreement Between Owner and Engineer  
for Professional Services

This Amendment No. 2 is made as of \_\_\_\_\_, \_\_\_\_\_ by and between the City of Cody ("OWNER"), and T-O Engineers ("ENGINEER") and forms a part of that certain Standard Form of Agreement between OWNER and ENGINEER with respect to engineering services dated as of July 21, 2017 (the "AGREEMENT").

WHEREAS, the AGREEMENT is intended for the Design and Construction services for the Beacon Hill Water Storage Tank, SMP Connection, and Water Main Extension Project.

WHEREAS, this Amendment No. 2 is intended to adjust the scope of services to account for changes in the final design for the Beacon Hill Water Storage Tank, SMP Connection, and Water Main Extension Project is needed and

WHEREAS, OWNER and ENGINEER wish to amend the Agreement to accommodate the above conditions and to incorporate other mutually acceptable changes,

NOW, THEREFORE, OWNER and ENGINEER hereby agree that the Agreement is hereby amended as follows:

- A. Exhibit A, "ENGINEER's Services," – See attached Exhibit 1 to Amendment No. 2  
Appendix 1 to Exhibit A, – Not used
- B. Exhibit B, "OWNER's Responsibilities," – No change from AGREEMENT
- C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," – Consisting of 4 pages  
Appendix 1 to Exhibit C, – No change from AGREEMENT  
Appendix 2 to Exhibit C, – No change from AGREEMENT
- D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," – No change from AGREEMENT
- E. Exhibit E, "Notice of Acceptability of Work," – Not used
- F. Exhibit F, "Construction Cost Limit," – Not used
- G. Exhibit G, "Insurance," – No Change from Amendment No. 1
- H. Exhibit H, "Dispute Resolution" – No change from AGREEMENT
- I. Exhibit I, "Allocation of Risk" – Not used
- J. Exhibit J, "Special Provisions," – No change from AGREEMENT

All provisions of the AGREEMENT except those which are explicitly changed above by this Amendment No. 2 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 to be effective as of the date first above written.

OWNER: City of Cody, Wyoming

ENGINEER: T-O Engineers

By: \_\_\_\_\_

By: WMA \_\_\_\_\_

Title: \_\_\_\_\_

Title: Office Manager \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: Tabat J. Han \_\_\_\_\_

Title: \_\_\_\_\_

Title: Administrative Assistant \_\_\_\_\_

**EXHIBIT 1 to Amendment No. 2**

Background: Through preliminary design and into final design, the Engineer worked with the City, YRA Airport Board, the WWDC and the FAA to determine a water tank height. Based on conversations with the FAA there was initial feedback from the FAA that the water tank could not be higher than 5252 feet high. Any structure above 5252 penetrated the horizontal plane (an airspace requirement). This determination was concurred by the FAA's rejection of the FAA 7460 Notice of Proposed Construction, where the tank height was initially higher than 5252. The Wyoming DEQ also requested that the tank be raised to match the overflow of the existing 2 MG tank. After additional meetings with the FAA, YRA Airport Board, and City, the Engineer was requested to match the existing tank overflow elevation of the 2 MG tank and re-submit the FAA 7460 to gain airspace clearance. The FAA approved the raised tank up to an elevation of up to 5269 with the condition that the tank has a red obstruction light installed at its highest point.

This Amendment No. 2 accounts for efforts to raise the tank, some other minor final design considerations not in the original scope of work, and for staking the water lines, building and tank before the pre-bid meeting to allow contractors to see the location of the improvements.

Exhibit A is modified as follows:

Add Section 4.5 Final Water Tank Elevation Adjustment - Based on FAA approval and YRA Airport Board concurrence on being able to raise the proposed 1.0 MG water tank above 5252 to match the existing 2.0 MG overflow the following will be completed.

4.5.1 – Revised proposed 1.0 MG water tank to match existing 2.0 MG water tank overflow elevation. Design tasks include additional meetings and conversations with the FAA, City, DEQ, and YRA Airport Board; revise water modeling with new tank elevation, revise water pumps sizing and calculations, revisions to the design report, re-submit FAA 7460 with new tank elevation, adjust grading and quantity calculations, import fill coordination with City, obstruction light design,

4.5.2 – Update all construction plans, bid quantities, and technical specifications to account for the revised tank elevation.

4.5.3 – Additional design and coordination services including electrical conduit east of pump building, water line fittings for future work,

4.5.4 – Sub-consultant services – revisions to the electrical engineer sub-consultant for the electrical design for the obstruction light and additional conduit east of the pump station. Geotechnical sub-consultant to provide an addendum to their geotechnical engineering report for the revised tank elevation.

Add Section 5.6 to Section 5.0 Bidding.

5.6 Pre-Bid Meeting staking. The Engineer's surveyor will stake the water location approximately every 200 to 400 feet and at changes in direction, stake the location of the water tank and pump building. The purpose of the staking is so that potential bidders can visualize the location of the proposed improvements.

Exhibit C is modified as follows:

Remove Exhibit C (Amendment No. 1) in its entirety and replace with the attached Exhibit C (Amendment No. 2).

Note: The revisions to Exhibit C include:

1. Section C2.01.A.1 – Compensation for Basic Services  
Change amount from \$379,400.00 to \$399,400.00. The increase is services set forth in Exhibit A, Section 4.5 and Section 5.6.
2. C2.06A – Total Compensation  
Revised table to include \$5,400.00 in Sections 4.0 and 5.0 and total contract amount.

This is **EXHIBIT C**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated July 21, 2017.

## **Payments to Engineer for Services and Reimbursable Expenses**

### **Basic Services – Standard Hourly Rates Method of Payment**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties:

#### **ARTICLE 2 – OWNER’S RESPONSIBILITIES**

##### *C2.01 Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment*

- A. Owner shall pay Engineer for Basic Services set forth in Paragraphs 1.0, 2.0, 3.0, 4.0, 5.0, 6.0, 7.0, 8.0, 9.0, 10.0 of Part 1 of Exhibit A by Standard Hourly Rates Method as follows:
1. An estimated amount of \$399,400.00.
  2. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants' charges, if any.
  3. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
  4. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
  5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.
  6. The total estimated compensation for Engineer’s services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer’s Consultants' charges.
  7. The amounts billed for Engineer’s services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer’s employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer’s Consultants' charges.
  8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of the date of this agreement) to reflect equitable changes in the compensation payable to Engineer.

##### *C2.02 Compensation For Reimbursable Expenses*

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier

charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.0.

**C2.03** *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.15.
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*
  - 1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
  - 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

**C2.04** *Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment – Not used.*

**C2.05** *Compensation for Additional Services – Standard Hourly Rates Method of Payment*

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
  - 1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Exhibit A, except for services as a consultant or witness, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.0.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of the date of this agreement) to reflect equitable changes in the compensation payable to Engineer.

C. *Other Provisions Concerning Payment for Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.15.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner.

C2.06 Summary of Consultant's Compensation

A. Total Compensation

Description of Service		Original Contract Amount	Amendment No. 1	Amendment No. 2	Revised Contract Amount	Difference	Basis of Compensation
1.0	Preliminary Design Phase	\$25,000.00			\$25,000.00	\$0.00	Hourly Rates
2.0	Conceptual Design Phase	\$80,000.00			\$80,000.00	\$0.00	Hourly Rates
3.0	Community Involvement Phase	\$7,500.00			\$7,500.00	\$0.00	Hourly Rates
4.0	Final Design Phase	\$90,000.00	\$5,400.00	\$19,250.00	\$114,650.00	\$24,650.00	Hourly Rates
5.0	Bidding Phase	\$7,500.00		\$750.00	\$8,250.00	\$8,250.00	Hourly Rates
6.0	Construction Administration	\$45,000.00			\$45,000.00	\$0.00	Hourly Rates
7.0	Construction Inspection	\$75,000.00			\$75,000.00	\$0.00	Hourly Rates
8.0	Construction Surveying	\$15,000.00			\$15,000.00	\$0.00	Hourly Rates
9.0	Project Closeout	\$10,000.00			\$10,000.00	\$0.00	Hourly Rates
10.0	Land Acquisition Support	\$19,000.00			\$19,000.00	\$0.00	Hourly Rates
<b>TOTAL COMPENSATION</b>		<b>\$374,000.00</b>	<b>\$5,400.00</b>	<b>\$20,000.00</b>	<b>\$399,400.00</b>	<b>\$25,400.00</b>	

MEETING DATE DECEMBER 17, 2019  
DEPARTMENT: ADMINISTRATIVE SERVICES  
PREPARED BY: CINDY BAKER,  
ADMINISTRATIVE SERVICES OFFICER  
PRESENTED BY: CINDY BAKER,  
ADMINISTRATIVE SERVICES OFFICER

## **AGENDA ITEM SUMMARY REPORT**

### **Ordinance 2019-08 – TAXICAB FEES**

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

Approve changes to Ordinance 2019-08 Taxicab Fees

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

Currently the City of Cody has five (5) businesses with active taxicab licenses. The current fee structure is \$25.00 for each vehicle utilized in the operation of this business and has been set at this same rate for over 20 years. Several of the licensees are provided options to subsidize their business revenues: Topsy Taxi funds, State or Federal Grants or other subsidizes thus this increase should not cause a financial burden on any licensee.

#### **FISCAL IMPACT**

If all Taxicab license holders renew with the current number of vehicles, the City will receive an increase of \$625.00 in revenues annually.

#### **ALTERNATIVES**

1. Approve Ordinance with new rates
2. Approve Ordinance amending rates to reflect another amount
3. Deny Ordinance changes

#### **ATTACHMENTS**

1. Ordinance 2019-08

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

Town Taxi  
Cody Cab  
Trolley Tours  
NPU Luxury  
Senior Center

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

**ORDINANCE NO. 2019-08**

**AN ORDINANCE AMENDING TITLE 3, CHAPTER 3, SECTION  
3-3-3, OF THE CITY OF CODY CODE: TAXICAB FEES:  
LICENSE DURATION**

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

Title 3, Chapter 3, Section 3-3-3, of the City of Cody Code, shall be amended to provide as follows:

The fee for a license to operate taxicabs as provided in this chapter shall be ~~twenty five dollars (\$25.00)~~ one hundred dollars(100.00) for the first taxicab and fifty (\$50.00) for each additional taxicab per year that is to be operated. All such licenses issued shall be on a calendar year basis from January 1 to December 31. Fees shall not be prorated for licenses issued midyear. Licenses which are not renewed by December 31 shall expire. In such instances the license cannot be renewed, however the operator may submit an application for a new license

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

PASSED ON FIRST READING: \_\_\_\_\_

PASSED ON SECOND READING: \_\_\_\_\_

PASSED ON THIRD READING: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
MATT HALL, Mayor

\_\_\_\_\_  
Cynthia D. Baker  
Administrative Services Director

MEETING DATE: DECEMBER 17, 2019  
DEPARTMENT: ADMINISTRATIVE SERVICES  
PREPARED BY: CINDY BAKER,  
ADMINISTRATIVE SERVICES OFFICER  
PRESENTED BY: CINDY BAKER,  
ADMINISTRATIVE SERVICES OFFICER

## **AGENDA ITEM SUMMARY REPORT**

### **Ordinance 2019-10 – Fireworks – Sales, License and Use**

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

Approve changes to Ordinance 2019-10 - Fireworks - Fees

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

Currently the City of Cody one annual licensee that is permitted to sell fireworks within the City limits. The current annual fee of \$25.00 has been the fee for over 20 years and staff recommendation is to increase this fee to an annual fee of \$100.00.

#### **FISCAL IMPACT**

If the current licensee continues to renewal annually an increase of \$75.00 in revenue would be obtained. In the past there has been another license holder and if this business or others would obtain a license there could be additional revenue annually.

#### **ALTERNATIVES**

1. Approve Ordinance with new rates
2. Approve Ordinance amending rates to reflect another amount
3. Deny Ordinance changes

#### **ATTACHMENTS**

1. Ordinance 2019-10

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

Current Licensee

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

**ORDINANCE NO. 2019-10**

**AN ORDINANCE AMENDING TITLE 5, CHAPTER 5, SECTION  
5-5-1 B, OF THE CITY OF CODY CODE: FIREWORKS –  
SALES, LICENSE AND USE:**

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

Title 5, Chapter 5, Section 5-5-1 B, of the City of Cody Code, shall be amended to provide as follows:

- B. Each firework and pyrotechnic business shall obtain a business license as provided for in [title 3, chapter 1](#) of this code, and the annual license fee shall be ~~twenty five dollars (\$25.00)~~ one hundred dollars (\$100.00).

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

PASSED ON FIRST READING: \_\_\_\_\_

PASSED ON SECOND READING: \_\_\_\_\_

PASSED ON THIRD READING: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
MATT HALL, Mayor

\_\_\_\_\_  
Cynthia D. Baker  
Administrative Services Director

MEETING DATE: DECEMBER 17, 2019  
DEPARTMENT: ADMINISTRATIVE SERVICES  
PREPARED BY: CINDY BAKER,  
ADMINISTRATIVE SERVICES OFFICER  
PRESENTED BY: CINDY BAKER,  
ADMINISTRATIVE SERVICES OFFICER

## **AGENDA ITEM SUMMARY REPORT**

### **Ordinance 2019-11 –Catering Permit Fees**

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

Approve changes to Ordinance 2019-11 –Catering Permit Fees

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

State Legislation changed the State Statute range for this type of permit to \$10 - \$50 effective July 1, 2019. The City has been issuing permits with the fee amount of \$50/per permit and is now addressing the need to change the City ordinance to reflect the \$50/per permit fee versus the current \$100.

#### **FISCAL IMPACT**

With the State Legislation change the City will see approximately a decrease in revenue of \$2,500 annually based on permit issuance history as it relates to the 24-hour catering permits.

#### **ALTERNATIVES**

1. Approve Ordinance amending rates to reflect State Statute

#### **ATTACHMENTS**

1. Ordinance 2019-11

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

None

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

ORDINANCE NO. 2019-11

AN ORDINANCE AMENDING TITLE 3, CHAPTER 2, ARTICLE II, SECTION 3-2-14 G, OF THE CITY OF CODY CODE: LICENSE FEES

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

Title 3, Chapter 2, Article II, Section 3-2-14 E, of the City of Cody Code, shall be amended to provide as follows:

G. Every applicant issued a twenty four (24) hour catering permit by the provisions of this article shall pay in advance, the sum of ~~one hundred dollars (\$100.00)~~. fifty dollars (\$50.00).

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

PASSED ON FIRST READING: \_\_\_\_\_

PASSED ON SECOND READING: \_\_\_\_\_

PASSED ON THIRD READING: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
MATT HALL, Mayor

\_\_\_\_\_  
Cynthia D. Baker  
Administrative Services Director

MEETING DATE: DECEMBER 17, 2019  
DEPARTMENT: ADMINISTRATIVE SERVICES  
PREPARED BY: CINDY BAKER,  
ADMINISTRATIVE SERVICES OFFICER  
PRESENTED BY: CINDY BAKER,  
ADMINISTRATIVE SERVICES OFFICER

## **AGENDA ITEM SUMMARY REPORT**

### **Ordinance 2019-12**

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

Approve changes to Ordinance 2019-12 – Liquor Licenses - Numbers, Application, Issuance and Regulation of Licenses and Licensees, by amending to add Section 3-2-10 E Relating to definition of operational.

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

During the 2019 Legislative Session – W.S.12-1-101 was approved and notes “Operational” means offering for sale on an ongoing weekly basis to the general public alcoholic liquor and malt beverages as authorized under a license or permit issued. The State allows the Licensing Authority to further define “weekly basis” as such, staff recommends Licensee must be open for business to the public one day a week for a minimum of four (4) hours during the months of operation as noted on the Liquor License application. With the renewal in April, 2019, Staff did recommend to license holders who are open on a seasonal basis to follow the current recommendation of the definition of “weekly basis”, as well as, making aware to license holder of this regulation.

#### **FISCAL IMPACT**

None

#### **ALTERNATIVES**

1. Approve the Ordinance - adding Section 3-2-10 E – outlining the State’s requirement for operational on a weekly basis and further the definition of “weekly basis”
2. Amend Ordinance to reflect another option for definition of “weekly basis”

#### **ATTACHMENTS**

1. Ordinance 2019-12

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

**ORDINANCE NO. 2019-12**

**AN ORDINANCE ADDING TITLE 3, CHAPTER 2, ARTICLE II,  
SECTION 3-2-10 E, OF THE CITY OF CODY CODE:  
LICENSES: NUMBERS, APPLICATION, ISSUANCE AND  
REGULATION OF LICENSES AND LICENSEES -**

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

Title 3, Chapter 2, Article II, Section 3-2-10 E, of the City of Cody Code, shall be amended to provide as follows:

- E. Definition of Operational – “operational” means offering for sales on an ongoing weekly basis to the general public alcoholic liquor and malt beverages as authorized under a license or permits issued. Licensee must be open for business, to the public, one day a week for a minimum of four (4) hours during the months of operation as noted on the Liquor License application.

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

PASSED ON FIRST READING: \_\_\_\_\_

PASSED ON SECOND READING: \_\_\_\_\_

PASSED ON THIRD READING: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
MATT HALL, Mayor

\_\_\_\_\_  
Cynthia D. Baker  
Administrative Services Director