

City of Cody City Council Revised
AGENDA

Tuesday, August 20, 2013 - 7:00 p.m. (Pre-Meeting 6:30 p.m.)
Meeting Place: City Hall – Council Chambers – 1338 Rumsey Avenue, Cody, WY

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

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. Approve Minutes of the Special Meeting Minutes from 8/1/13 and Regular Meeting Minutes from 8/6/13.
 - b. Approve vouchers and payroll in the amount of \$2,074,497.63.
 - c. Consider awarding Bid 2013-09 for a New 2013 or Newer Diesel Cab and Chassis w/55' Articulating/Telescoping Aerial Device and 156" Utility Line Body to Jacks Truck and Equipment in the amount of \$203,000, less a trade in value of \$40,000, leaving a total bid of \$163,000.
 - d. Consider awarding Bid 2013-11 for a New 2013 or Newer ¾ Ton 4x4 Pickup w/Flatbed to Greiner Motor Company I the amount of \$26,423.00.
 - e. Consider awarding Bid 2013-12 for a New 2013 or Newer ¾ Ton 4x4 Pickup w/Utility Body to Denny Menholt Chevrolet Buick GMC in the amount of \$27,826.00.
 - f. Authorize the Mayor to sign an amendment to the Cody Master Plan Grant for an extension of the grant contingent upon the review and approval by the City Attorney.
 - g. Authorize the Mayor to enter into and sign a Professional Services Agreement between the City of Cody and Engineering Associates for professional services associated with the Wastewater Treatment Plant to include contract for the Design, Construction Observation and Administration duties associated with the improvements to the Wastewater Treatment Plant not to exceed \$60,000.
 - h. Consider approving the Preliminary Plat of the Holm View Addition No. 5, a 16-lot subdivision located west of 33rd Street and east of the Sunset Elementary School.
2. Public Comments: The City Council welcomes input from the public. In order for everyone to be heard, please limit your comments to five (5) minutes per person. The Guidelines for the Conduct of City Council Meetings do not allow action to be taken on public comments.
3. Public Hearing
4. Conduct of Business

- a. Consider authorizing the Mayor to enter into and sign an Agreement for Encroachment License between the City of Cody and WNT LLC.
Staff Reference: Todd Stowell, City Planner
Spokesperson: Gary Johnston, Millstone Pizza
- b. Consider a request, from John McClure representing Operations Final Home Cody, to sponsor the entire permit and tap fees associated with the construction of a home at 631 19th Street.
Staff Reference: Steve Payne, Public Works Director
Spokesperson: John McClure
- c. **RESOLUTION 2013-15**
A RESOLUTION AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION FOR TRANSPORTATION ENHANCEMENT PROGRAM FUNDS TO THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF DEVELOPING A TRAIL CONNECTING VARIOUS LOCATIONS WITHIN THE CITY LIMITS
Staff Reference: Rick Manchester, Parks, Public Facilities and Recreation Director
- d. **ORDINANCE 2013-16 – SECOND READING**
AN ORDINANCE VACATING, ABANDONING AND CONVEYING A 10-FOOT WIDE ALLEY ALONG THE SOUTH BOUNDARY OF LOTS 21, 22 AND 23 OF BROWN’S SECOND ADDITION SUBDIVISION, CITY OF CODY, STATE OF WYOMING TO DENNIS AND ELIZABETH DANZIK.
Staff Reference: Todd Stowell, City Planner

5. Tabled Items

- a. Consider a recommendation from the Traffic Committee to direct staff to paint the curbing fronting 920 and 926 Skyline Drive yellow to establish limits of prohibited parking along this stretch of Skyline Drive, and also, direct staff regarding the trimming of a hedge located on the common boundary of 920 and 926 Skyline Drive so there is no conflict with the right-of-way.

6. Matters from Staff Members or Council Members

City of Cody
Council Proceedings
Thursday, August 1, 2013

A special meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Thursday, August 1, 2013 at 4:15 p.m.

Present: Mayor Nancy Tia Brown, Council Members Donny Anderson, Jerry Fritz, Steve Miller and Stan Wolz, City Administrator, Jenni Rosencranse, City Attorney, Scott Kolpitke, Administrative Services Officer, Cindy Baker.

Absent: Council Members Bryan Edwards and Landon Greer

Mayor Brown called the meeting to order at 4:15 p.m.

Gary Robson, Membership Sales Manager with EagleMed – Air Evac Service discussed the program. Council will review the information, but at this time will not be entering into a contract with EagleMed for this service.

Steve Payne, Public Works Director discussed with the Governing Body the request to negotiate solely with Engineering Associates for professional services associated with the Wastewater Treatment Plant to include contract for the Design, Construction Observation and Administration duties associated with the improvements to the Wastewater Treatment Plant and some of the background and basis for this request. Staff was directed to proceed with negotiations with EA for this contract.

The Governing Body reviewed the Council Agenda for August 6, 2013. No action was taken.

There being no further discussion, the meeting adjourned at 6:00 p.m.

Cindy Baker
Administrative Services Officer

Nancy Tia Brown
Mayor

City of Cody
Council Proceedings
Tuesday, August 6, 2013

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, August 6, 2013 at 7:00 p.m.

Present: Mayor Nancy Tia Brown, Council Members, Bryan Edwards, Landon Greer, Steve Miller and Stan Wolz, City Administrator Jenni Rosencranse, City Attorney Scott Kolpitcke and Administrative Services Officer, Cindy Baker.

Absent: Council Members Donny Anderson and Jerry Fritz.

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

Council Member Miller made a motion seconded by Council Member Greer to approve the agenda as revised to reflect additions to the vouchers. Vote was unanimous.

Cindy Baker, Administrative Services Officer gave the Oath of Office to Police Officers Richard Tillery and Daniel Eckardt and Code Enforcement Officer Jennifer Morris.

Mayor Brown and the Council presented a Community Pride Award submitted by Greg Poley to Ken Posey & Kim Heath.

Council Member Miller made a motion seconded by Council Member Wolz to approve the consent agenda as amended including: approve Minutes of the Special Meeting Minutes from 7/11/13 and Regular Meeting Minutes from 7/16/13; approve vouchers and payroll in the amount of \$855,923.19; ratify the Special Use Agreement for the use of City property for encroaching and stockpiling of materials, previously approved, to reflect Mountain Construction; award the 29th Street Pathway Project to Harris Trucking and Construction Company in the amount of \$46,146.00 and authorize the Mayor sign the contract contingent upon the review and approval by the City Attorney; declare a used breaker enclosure unit as surplus and authorize staff to proceed with the sale of said unit; authorize the Mayor to enter into and sign a contract with Steel in the Air (SITA) to review the City's existing tower lease contract, evaluate the AT&T proposed revisions, and recommend to the City how to proceed and approve funding in the amount of \$1,500; authorize the Mayor to sign the Grant Agreement between the City of Cody and the Wyoming Business Council for the Riley Center Spectator Seating Project funded through the Business Ready Community Grant and Loan Program contingent upon the review and approval by the City Attorney; approve the uncollectible account write offs in the amount of \$50,026.25; authorize the Mayor to sign a sublet consent agreement for Central Wyoming Neurosurgery to sublet a portion of Nichol Mall Suite "A" to Frontier Neurosciences, LLC, contingent upon the review and approval by the City Attorney; authorize the Mayor to sign the Grant Agreement between the City of Cody and the Wyoming Business Council for the Cody Gunsmithing School Feasibility Study funded through the Business Ready Community Grant and Loan Program contingent upon the review and approval by the City Attorney. Vote was unanimous.

At 7:27 pm Mayor Brown began the public hearing to determine if it is in the public's interest to vacate a 10-foot wide by 150-foot long alley located west of 7th Street within the Brown's 2nd Addition. Todd Stowell, City Planner, provided background information as it relates to the vacation of the alley. After calling for public comments three times and there being none further, Mayor Brown closed the public hearing at 7:33 pm.

Council Member Wolz made a motion seconded by Council Member Greer to approve the request from Pat O'Hara Brewing Co. to close 15th Street from Sheridan Avenue to the alley on Thursday, September 19th from 2:00 p.m. to 10:00 p.m. for their Grand Opening Celebration and approve an open container permit for this event with recommendations outlined by staff. Vote was unanimous.

Council Member Wolz made a motion seconded by Council Member Miller to approve the request from Cycle Greater Yellowstone (CGY) to allow Larbieros to set up and sell food during the CGY event at Canal Park on Thursday, August 22nd and require the \$25.00 vendor permit. Vote was unanimous.

Council Member Miller made a motion seconded by Council Member Greer to approve the Plat Vacation and Amendment reflecting the requested alley vacation, the vacation of a 10-foot wide by 300-foot long utility right-of-way, and vacation of several lots within the Dennis and Elizabeth Danzik property, subject to final approval of the ordinance to vacate the 10-foot alley, including the recommendations outlined by Planning and Zoning (1-3 and

5). Vote was unanimous.

Council Member Miller made a motion seconded by Council Member Edwards to table a recommendation from the Traffic Committee to direct staff to paint the curbing fronting 920 and 926 Skyline Drive yellow to establish limits of prohibited parking along this stretch of Skyline Drive, and also, direct staff regarding the trimming of a hedge located on the common boundary of 920 and 926 Skyline Drive so there is no conflict with the right-of-way.

RESOLUTION 2013-13

A RESOLUTION AUTHORIZING SUBMISSION OF A FEDERAL MINERAL ROYALTY CAPITAL CONSTRUCTION ACCOUNT GRANT APPLICATION TO THE STATE LOAN AND INVESTMENT BOARD ON BEHALF OF THE GOVERNING BODY FOR THE CITY OF CODY, WYOMING FOR THE INSTALLATION OF STORM DRAINAGE, WATER MAIN AND ROAD RECONSTRUCTION OF 16TH STREET FROM STAMPEDE AVENUE TO PARK LANE.

Council Member Edwards made a motion seconded by Council Member Greer to approve Resolution 2013-13. Vote was unanimous.

RESOLUTION 2013-14

A RESOLUTION AMENDING THE CITY OF CODY FINAL BUDGET FOR FISCAL YEAR 2013-2014.

Council Member Edwards made a motion seconded by Council Member Greer to approve Resolution 2013-14. Vote was unanimous.

ORDINANCE 2013-16

AN ORDINANCE VACATING, ABANDONING AND CONVEYING A 10-FOOT WIDE ALLEY ALONG THE SOUTH BOUNDARY OF LOTS 21, 22 AND 23 OF BROWN'S SECOND ADDITION SUBDIVISION, CITY OF CODY, STATE OF WYOMING TO DENNIS AND ELIZABETH DANZIK.

Council Member Miller made a motion seconded by Council Member Greer to approve Ordinance 2013-16 on First Reading. Vote was unanimous.

There being no further business, Mayor Brown adjourned the meeting at 8:11 pm

Cindy Baker
Administrative Services Officer

Nancy Tia Brown

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
3E COMPANY							
127496							
	3EU0048283	MSDS PROGRAM	07/23/2013	243.75	243.75	08/21/2013	
	3EU0048283	MSDS PROGRAM	07/23/2013	243.75	243.75	08/21/2013	
	3EU0048283	MSDS PROGRAM	07/23/2013	243.75	243.75	08/21/2013	
	3EU0048283	MSDS PROGRAM	07/23/2013	243.75	243.75	08/21/2013	
Total 127496:				975.00	975.00		
813-NCPERS WYOMING							
125412							
	0809113	PREMIUM	08/09/2013	416.00	416.00	08/09/2013	
Total 125412:				416.00	416.00		
A-1 ELECTRIC							
200							
	03544	KOA LIFT STATION PUMP	07/22/2013	64.00	64.00	08/21/2013	
	03545	KOA LIFT STATION PUMP	07/22/2013	64.00	64.00	08/21/2013	
Total 200:				128.00	128.00		
ACE HARDWARE							
2390							
	260907	TRASH CAN LINERS	07/06/2013	25.98	25.98	08/21/2013	
	260907	SAFETY GLOVES	07/06/2013	8.49	8.49	08/21/2013	
	262094	PAINTING SUPPLIES	07/22/2013	5.48	5.48	08/21/2013	
	262414	SHOP SUPPLIES	07/26/2013	7.09	7.09	08/21/2013	
	262551	LANDSCAPE SUPPLIES	07/29/2013	35.98	35.98	08/21/2013	
	262554	RAW WATER VALVE BOX	07/29/2013	13.99	13.99	08/21/2013	
	262563	SHOP SUPPLIES	07/29/2013	6.49	6.49	08/21/2013	
	262576	SAFETY EQUIPMENT	07/29/2013	14.99	14.99	08/21/2013	
	262602	SPRINKLER REPAIRS 10TH & R	07/29/2013	15.45	15.45	08/21/2013	
	262624	CLEANING SUPPLIES	07/29/2013	22.97	22.97	08/21/2013	
	262634	MATERIAL & SUPPLIES	07/29/2013	8.99	8.99	08/21/2013	
	262670	SHOP SUPPLIES	07/30/2013	25.48	25.48	08/21/2013	
	262715	TRASH CAN LINERS	07/30/2013	19.98	19.98	08/21/2013	
	262753	PAINTING SUPPLIES	07/31/2013	75.93	75.93	08/21/2013	
	262780	SAFETY SUPPLIES	07/31/2013	29.98	29.98	08/21/2013	
	262857	NEW / REPLACE SHELF	08/01/2013	97.35	97.35	08/21/2013	
	262889	SUPPLIES	08/01/2013	10.48	10.48	08/21/2013	
	262932	MATERIAL & SUPPLIES	08/01/2013	17.93	17.93	08/21/2013	
	262962	CLEANING WEEK - AQUATICS	08/02/2013	210.95	210.95	08/21/2013	
	262966	MATERIAL & SUPPLIES	08/02/2013	4.80	4.80	08/21/2013	
	262982	MATERIAL & SUPPLIES	08/02/2013	3.30	3.30	08/21/2013	
	263015	CLEANING SUPPLIES	08/02/2013	32.27	32.27	08/21/2013	
	263016	PAINTING SUPPLIES	08/02/2013	94.74	94.74	08/21/2013	
	263105	CABLE TIES / ELECTRIC TAPE	08/05/2013	47.95	47.95	08/21/2013	
	263119	CLEANING WEEK - AQUATICS	08/05/2013	28.98	28.98	08/21/2013	
	263125	STEEL WOOL	08/05/2013	5.99	5.99	08/21/2013	
	263136	GRAFITTI REMOVAL	08/05/2013	72.71	72.71	08/21/2013	
	263137	CLEANING WEEK - AQUATICS	08/05/2013	11.97	11.97	08/21/2013	
	263142	REPAIR BROKEN HOSE	08/05/2013	8.49	8.49	08/21/2013	
	263152	CLEANING WEEK - AQUATICS	08/05/2013	16.98	16.98	08/21/2013	
	263168	STRIPING PICKLE BALL LINES	08/05/2013	7.16	7.16	08/21/2013	
	263186	SHOP / PAINT SUPPLIES	08/05/2013	7.77	7.77	08/21/2013	
	263231	MATERIAL & SUPPLIES	08/06/2013	13.99	13.99	08/21/2013	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	263428	CORNER BRACE	08/08/2013	9.87	9.87	08/21/2013	
Total 2390:				1,020.95	1,020.95		
ADVANCED INFO SYSTEMS							
129162							
	10723	CYCLE 3 OUTSOURCE BILLS	07/30/2013	407.26	407.26	08/21/2013	
	10733	CYCLE 1 OUTSOURCE BILLS	08/05/2013	238.25	238.25	08/21/2013	
Total 129162:				645.51	645.51		
AEROMIIX SYSTEMS, INC.							
125720							
	ASI-000931	AERATOR REPAIRS	07/12/2013	6,743.93	6,743.93	08/21/2013	
Total 125720:				6,743.93	6,743.93		
ALSCO							
126551							
	947846	TOWELS	07/29/2013	47.99	47.99	08/21/2013	
	948244	RUGS - CITY HALL	07/30/2013	50.63	50.63	08/21/2013	
	949668	TOWELS	08/05/2013	48.37	48.37	08/21/2013	
Total 126551:				146.99	146.99		
AMERICAN FAMILY LIFE ASSUR							
550							
	080913	PREMIUM	08/09/2013	2,500.30	2,500.30	08/09/2013	
Total 550:				2,500.30	2,500.30		
AMERICAN TRAINCO INC							
129777							
	83247	HVAC WORKSHOP - TRAINING	07/23/2013	1,980.00	1,980.00	08/21/2013	
Total 129777:				1,980.00	1,980.00		
AMERICAN WELDING & GAS, INC.							
128592							
	02334372	GRINDING DISCS	07/24/2013	37.55	37.55	08/21/2013	
	02338525	SAFETY GLOVES	07/29/2013	63.82	63.82	08/21/2013	
	02338525	GRINDER	07/29/2013	110.03	110.03	08/21/2013	
	02341594	EAR PLUGS	07/31/2013	34.34	34.34	08/21/2013	
	02341594	WIRE WHEEL	07/31/2013	26.61	26.61	08/21/2013	
	02344854	CYLINDER RENTAL	07/31/2013	36.27	36.27	08/21/2013	
	02344855	SUPPLIES	07/31/2013	60.45	60.45	08/21/2013	
	02344856	CYLINDER RENTAL	07/31/2013	48.36	48.36	08/21/2013	
	02362017	GLOVES	08/06/2013	15.56	15.56	08/21/2013	
Total 128592:				432.99	432.99		
BASRA, REKHA							
129770							
	16163345	REFUND UTILITY DEPOSIT	08/01/2013	91.39	91.39	08/21/2013	
Total 129770:				91.39	91.39		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
BEAR CO, INC							
1010							
	174409	TIRES C05 & C02	07/22/2013	1,494.52	1,494.52	08/21/2013	
Total 1010:				1,494.52	1,494.52		
BEAUDRIE, DENNIS AND JANICE							
129767							
	15405011	EQUAL PAY SETTLEMENT	07/29/2013	271.50	271.50	08/21/2013	
Total 129767:				271.50	271.50		
BIG HORN GLASS							
1160							
	3.0390.10	EQUAL PAY SETTLEMENT	07/29/2013	277.99	277.99	08/21/2013	
Total 1160:				277.99	277.99		
BIG HORN HORTICULTURAL SERVICE							
123189							
	233947	OVERSEED - MINI GOLF	08/02/2013	50.00	50.00	08/21/2013	
Total 123189:				50.00	50.00		
BIG HORN PAINT							
1180							
	0058866	PAINT THINNER	07/25/2013	21.59	21.59	08/21/2013	
	0058955	HYDRANT PAINT	07/30/2013	50.99	50.99	08/21/2013	
	0059049	PAINT PICKLE BALL LINE @ GL	08/05/2013	37.59	37.59	08/21/2013	
	0059060	PAINT THINNER	08/06/2013	22.39	22.39	08/21/2013	
Total 1180:				132.56	132.56		
BIG HORN PRECAST							
1182							
	6778	STORM SEWER - AUDITORIUM	07/24/2013	1,910.00	1,910.00	08/21/2013	
Total 1182:				1,910.00	1,910.00		
BIG HORN WHOLESALE							
1210							
	8390	Nacho Cheese	07/24/2013	58.25	58.25	08/21/2013	20044
	8390	Nacho Chips	07/24/2013	49.74	49.74	08/21/2013	20043
	8390	Plain Pretzels	07/24/2013	42.75	42.75	08/21/2013	20048
	8390	FUEL SURCHAGE	07/24/2013	3.00	3.00	08/21/2013	
	8539	RESTROOM SUPPLIES	07/30/2013	152.96	152.96	08/21/2013	
Total 1210:				306.70	306.70		
BIOLYNCEUS, LLC							
126954							
	4769	BIOLOGICAL LAGOON TREATM	07/17/2013	7,240.20	7,240.20	08/21/2013	
Total 126954:				7,240.20	7,240.20		
BOBCAT OF BIG HORN BASIN, INC.							

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
128623							
	6867	BOLT & NUT FOR AUGER	07/25/2013	1.72	1.72	08/21/2013	
	6924	SHOSHONE RIVER TRAIL REPA	07/31/2013	442.20	442.20	08/21/2013	
Total 128623:				443.92	443.92		
BOOT BARN, INC 128267							
	147470	UNIFORMS	08/02/2013	136.47	136.47	08/21/2013	
Total 128267:				136.47	136.47		
BRAD HALL & ASSOCIATES 129776							
	NP38715347	FUEL - SR CENTER	08/01/2013	1,786.03	1,786.03	08/21/2013	
	NP38715347	FUEL - ADMIN	08/01/2013	216.17	216.17	08/21/2013	
	NP38715347	FUEL - PD	08/01/2013	93.03	93.03	08/21/2013	
	NP38715347	FUEL - PD	08/01/2013	3,627.59	3,627.59	08/21/2013	
	NP38715347	FUEL - PARKS	08/01/2013	983.33	983.33	08/21/2013	
	NP38715347	FUEL - PARKS	08/01/2013	2,628.28	2,628.28	08/21/2013	
	NP38715347	FUEL - FAC MAINT	08/01/2013	360.72	360.72	08/21/2013	
	NP38715347	FUEL - REC CENTER	08/01/2013	210.08	210.08	08/21/2013	
	NP38715347	FUEL - COMM DEV	08/01/2013	148.75	148.75	08/21/2013	
	NP38715347	FUEL - STREETS	08/01/2013	3,000.04	3,000.04	08/21/2013	
	NP38715347	FUEL - STREETS	08/01/2013	1,332.12	1,332.12	08/21/2013	
	NP38715347	FUEL - VEH MAINT	08/01/2013	102.41	102.41	08/21/2013	
	NP38715347	FUEL - SANITATION	08/01/2013	6,928.87	6,928.87	08/21/2013	
	NP38715347	FUEL - SANITATION	08/01/2013	279.71	279.71	08/21/2013	
	NP38715347	FUEL - WATER	08/01/2013	235.57	235.57	08/21/2013	
	NP38715347	FUEL - WATER	08/01/2013	728.46	728.46	08/21/2013	
	NP38715347	FUEL - WASTE WATER	08/01/2013	821.12	821.12	08/21/2013	
	NP38715347	FUEL - WASTE WATER	08/01/2013	623.22	623.22	08/21/2013	
	NP38715347	FUEL - ELEC	08/01/2013	1,075.24	1,075.24	08/21/2013	
	NP38715347	FUEL - ELEC	08/01/2013	1,110.77	1,110.77	08/21/2013	
Total 129776:				26,291.51	26,291.51		
BRUCE, ROY 125028							
	3096020	EQUAL PAY SETTLEMENT	07/29/2013	215.31	215.31	08/21/2013	
Total 125028:				215.31	215.31		
BRUCO INC 1550							
	316271	CHEMICALS	07/31/2013	140.54	140.54	08/21/2013	
Total 1550:				140.54	140.54		
C & C WELDING 1690							
	16545	1 1/2 YD DUMPSTER LINERS	07/17/2013	244.50	244.50	08/21/2013	
	16582	LOADER REPAIR - BUCKET	07/25/2013	105.79	105.79	08/21/2013	
	16585	AERO II REPAIR	06/26/2013	3.50	3.50	08/21/2013	
	16589	LOADER BUCKET METAL	07/25/2013	47.39	47.39	08/21/2013	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 1690:				401.18	401.18		
CALIFORNIA STATE DISBURSEMENT							
128390							
	080113	#0670159928	08/01/2013	46.15	46.15	08/01/2013	
	080113	#0670361793	08/01/2013	23.07	23.07	08/01/2013	
Total 128390:				69.22	69.22		
CARQUEST AUTO PARTS							
10200							
	2874-224930	REPAIR PARTS	07/01/2013	20.51	20.51	08/21/2013	
	2874-224982	REPAIR PARTS	07/01/2013	4.24	4.24	08/21/2013	
	2874-225063	REPAIR PARTS	07/02/2013	2.78	2.78	08/21/2013	
	2874-225139	REPAIR PARTS	07/02/2013	6.08	6.08	08/21/2013	
	2874-225168	REPAIR PARTS	07/03/2013	10.37	10.37	08/21/2013	
	2874-225197	REPAIR PARTS	07/03/2013	22.48	22.48	08/21/2013	
	2874-225275	REPAIR PARTS	07/05/2013	10.20	10.20	08/21/2013	
	2874-225464	REPAIR PARTS	07/08/2013	2.78	2.78	08/21/2013	
	2874-225503	REPAIR PARTS	07/08/2013	6.64	6.64	08/21/2013	
	2874-225514	REPAIR PARTS	07/08/2013	2.78	2.78	08/21/2013	
	2874-225861	REPAIR PARTS	07/11/2013	2.62	2.62	08/21/2013	
	2874-225869	REPAIR PARTS	07/11/2013	304.31	304.31	08/21/2013	
	2874-225921	REPAIR PARTS	07/12/2013	223.27	223.27	08/21/2013	
	2874-225992	REPAIR PARTS	07/12/2013	19.93	19.93	08/21/2013	
	2874-226131	REPAIR PARTS	07/15/2013	2.07	2.07	08/21/2013	
	2874-226306	SUPPLIES	07/16/2013	.94	.94	08/21/2013	
	2874-226817	REPAIR PARTS	07/22/2013	34.77	34.77	08/21/2013	
	2874-226888	REPAIR PARTS	07/23/2013	.76	.76	08/21/2013	
	2874-227012	REPAIR PARTS	07/24/2013	2.39	2.39	08/21/2013	
	2874-227025	REPAIR PARTS	07/24/2013	16.76	16.76	08/21/2013	
	2874-227127	REPAIR PARTS	07/25/2013	2.07	2.07	08/21/2013	
	2874-227167	REPAIR PARTS	07/25/2013	3.94	3.94	08/21/2013	
	2874-227172	SUPPLIES	07/25/2013	1.50	1.50	08/21/2013	
Total 10200:				704.19	704.19		
CENTURY LINK							
10091							
	080113	PHONE CHARGES - PARKS	08/01/2013	83.83	83.83	08/21/2013	
	080113	PHONE CHARGES - AUDITORIUM	08/01/2013	107.88	107.88	08/21/2013	
	080113	PHONE CHARGES - WASTE WATER	08/01/2013	51.85	51.85	08/21/2013	
	080113	PHONE CHARGES - ELEC	08/01/2013	113.52	113.52	08/21/2013	
	080113	PHONE CHARGES - STREETS	08/01/2013	132.15	132.15	08/21/2013	
	080113	PHONE CHARGES - VEH MAINT	08/01/2013	34.04	34.04	08/21/2013	
	080113	PHONE CHARGES - WATER	08/01/2013	20.02	20.02	08/21/2013	
	080113	PHONE CHARGES - ADMIN / CI	08/01/2013	760.24	760.24	08/21/2013	
Total 10091:				1,303.53	1,303.53		
CHS CHEERLEADING CLUB							
128762							
	080513	CHS CHEERLEADING CLINIC	08/05/2013	240.00	240.00	08/21/2013	
Total 128762:				240.00	240.00		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
CHS FOOTBALL							
128763							
	080513	LITTLE BRONC FOOTBALL CAM	08/05/2013	252.00	252.00	08/21/2013	
Total 128763:				252.00	252.00		
CITY OF CODY							
2260							
	073113	UTILITIES	07/31/2013	90.33	90.33	08/21/2013	
	073113	UTILITIES	07/31/2013	279.72	279.72	08/21/2013	
	073113	UTILITIES	07/31/2013	934.67	934.67	08/21/2013	
	073113	UTILITIES	07/31/2013	313.53	313.53	08/21/2013	
	073113	UTILITIES	07/31/2013	49.42	49.42	08/21/2013	
	080213	RESTITUTION FROM JENAE MU	08/02/2013	1,534.68	1,534.68	08/21/2013	
	080313	RESTITUTION FROM STEVE WI	08/03/2013	80.00	80.00	08/21/2013	
	080913	UTILITIES	08/09/2013	2,358.34	2,358.34	08/21/2013	
	080913	UTILITIES	08/09/2013	116.96	116.96	08/21/2013	
	080913	UTILITIES	08/09/2013	2,249.79	2,249.79	08/21/2013	
	080913	UTILITIES	08/09/2013	20,761.18	20,761.18	08/21/2013	
	080913	UTILITIES	08/09/2013	46.75	46.75	08/21/2013	
	080913	UTILITIES	08/09/2013	131.90	131.90	08/21/2013	
	080913	UTILITIES	08/09/2013	33.97	33.97	08/21/2013	
	080913	UTILITIES	08/09/2013	19.99	19.99	08/21/2013	
	080913	UTILITIES	08/09/2013	13.99	13.99	08/21/2013	
	614-12	BUILDING PERMIT 614-12	08/06/2013	15.00	15.00	08/21/2013	
Total 2260:				29,030.22	29,030.22		
CODY ENTERPRISE							
2590							
	0041230 08/18/	ONE YEAR SUBSCRIPTION - C	08/18/2013	30.00	30.00	08/21/2013	
Total 2590:				30.00	30.00		
CODY WINNELSON COMPANY							
2850							
	128893-00	RAW WATER REPAIRS	07/25/2013	40.60	40.60	08/21/2013	
	128909-00	RAW WATER FITTINGS	07/26/2013	63.42	63.42	08/21/2013	
	128984-00	BRASS FITTINGS LAGOONS	07/31/2013	8.31	8.31	08/21/2013	
	128985-00	TEFLON PIPE SEALANT	07/31/2013	12.83	12.83	08/21/2013	
Total 2850:				125.16	125.16		
COPENHAVER KATH KITCHEN KOLPITCKE LLC							
3140							
	080513	LEGAL SERVICES	08/05/2013	6,396.25	6,396.25	08/21/2013	
Total 3140:				6,396.25	6,396.25		
COWAN CONSTRUCTION							
3240							
	PAY EST #4	SANITATION BUILDING PAY ES	07/29/2013	199,559.16	199,559.16	08/21/2013	
Total 3240:				199,559.16	199,559.16		
CRUM ELECTRIC							

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
3300							
	1467692-00	SUPPLIES	08/01/2013	67.75	67.75	08/21/2013	
	1467692-00	SAFETY SUPPLIES	08/01/2013	27.07	27.07	08/21/2013	
	1467700-00	SAFETY SUPPLIES	08/01/2013	13.95	13.95	08/21/2013	
	1467700-00	SAFETY SUPPLIES	08/01/2013	15.10	15.10	08/21/2013	
Total 3300:				123.87	123.87		
CUSTOM DELIVERY SERVICE							
3343							
	50133	SAMPLE - SHIPPING	07/31/2013	71.39	71.39	08/21/2013	
	50133	SAMPLE - SHIPPING	07/31/2013	3.97	3.97	08/21/2013	
Total 3343:				75.36	75.36		
DANA KEPNER COMPANY							
3410							
	1378886-00	SENSUS BATTERY	08/07/2013	173.33	173.33	08/21/2013	
Total 3410:				173.33	173.33		
DASH MEDICAL GLOVES							
127577							
	INV0807855	MATERIALS & SUPPLIES	07/22/2013	74.90	74.90	08/21/2013	
Total 127577:				74.90	74.90		
DAWE, TIM							
124929							
	13.173013	REFUND UTILITY DEPOSIT	08/01/2013	167.74	167.74	08/21/2013	
Total 124929:				167.74	167.74		
DEATLEY, EDWARD GURNEY							
129749							
	080513	CONCERT SOUND TECHNICIAN	08/05/2013	100.00	100.00	08/21/2013	
Total 129749:				100.00	100.00		
DIVISION OF VICTIM'S SERVICES							
124470							
	080213	CRIME VICTIM'S COMP - JULY 2	08/02/2013	504.90	504.90	08/21/2013	
Total 124470:				504.90	504.90		
DOMINO'S PIZZA							
3765							
	1340	KIDZ ON THE MOVE	08/01/2013	151.50	151.50	08/21/2013	
Total 3765:				151.50	151.50		
ELIFEGUARD, INC							
126799							
	46655	AQUATIC PROGRAMS	07/26/2013	339.97	339.97	08/21/2013	
Total 126799:				339.97	339.97		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
ENERGY WEST							
2630							
	080813	UTILITIES - RECYCLE / SANITA	08/08/2013	74.30	74.30	08/21/2013	
	10199	GAS LINE	07/31/2013	145.00	145.00	08/21/2013	
	ENTERGY	UTILITES	07/31/2013	2,153.17	2,153.17	08/21/2013	
	ENTERGY	UTILITES	07/31/2013	6,459.52	6,459.52	08/21/2013	
Total 2630:				8,831.99	8,831.99		
ENGINEERING ASSOCIATES							
4140							
	080613	BAC T TESTS	08/06/2013	50.00	50.00	08/21/2013	
Total 4140:				50.00	50.00		
FARM PLAN CORPORATION							
4210							
	CM 00980	CREDIT FOR DUPLICATE INVOI	07/02/2013	49.33-	.00		
Total 4210:				49.33-	.00		
FASTENAL COMPANY 01WYCDY							
126018							
	WYCDY48885	CABLE TIES	07/24/2013	4.44	4.44	08/21/2013	
	WYCDY48885	CABLE TIES	07/24/2013	35.08	35.08	08/21/2013	
	WYCDY48889	NUTS	07/24/2013	1.49	1.49	08/21/2013	
	WYCDY48896	NUTS & BOLTS	07/24/2013	10.50	10.50	08/21/2013	
	WYCDY48914	3/8" NUTS	07/25/2013	2.34	2.34	08/21/2013	
	WYCDY49036	SAFETY SUPPLIES	08/01/2013	47.44	47.44	08/21/2013	
Total 126018:				101.29	101.29		
FERGUSON WATERWORKS							
127653							
	0579372	Meter Pigtaills 3/4"	07/24/2013	261.25	261.25	08/21/2013	1193-W
	0579372	Check Valve 3/4" in line	07/24/2013	1,261.60	1,261.60	08/21/2013	1185-W
	0579884	5 1/4" Waterous Fire Hydrant (6' b	07/24/2013	1,750.00	1,750.00	08/21/2013	1258-W
	0580133	26T, Top Section, (26")	07/24/2013	256.50	256.50	08/21/2013	1014-W
Total 127653:				3,529.35	3,529.35		
FOOD SERVICE OF AMERICA							
123727							
	4495203	COFFEE - REC CENTER	07/26/2013	137.27	137.27	08/21/2013	
Total 123727:				137.27	137.27		
FORWARD CODY WYOMING, INC							
127450							
	WAP 7	WYOMING AUTHENTIC PRODU	07/24/2013	178,967.00	178,967.00	08/21/2013	
Total 127450:				178,967.00	178,967.00		
FROSS, TAMARA							
129780							
	080713	WITNESS FEE MC-1303-009	08/07/2013	15.00	15.00	08/21/2013	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 129780:				15.00	15.00		
FUN EXPRESS							
129411							
	658372754-01	AQUATIC PROGRAMS	08/16/2013	21.95	21.95	08/21/2013	
Total 129411:				21.95	21.95		
GAMBLES							
4450							
	329386	FAN	07/22/2013	23.48	23.48	08/21/2013	
	557356	PVC FITTINGS 10TH ST	08/02/2013	3.97	3.97	08/21/2013	
	757081	PVC GLUE	07/29/2013	7.98	7.98	08/21/2013	
Total 4450:				35.43	35.43		
GOV'T FINANCE OFFICERS' ASSOC							
123539							
	2734968	TRAINING	08/02/2013	85.00	85.00	08/21/2013	
	2734970	TRAINING	08/02/2013	85.00	85.00	08/21/2013	
Total 123539:				170.00	170.00		
GRAINGER							
4635							
	9194041399	CONTACTOR STEAM GEN	07/17/2013	136.13	136.13	08/21/2013	
	9195771630	CONTACTOR STEAM GEN	07/19/2013	136.13	136.13	08/21/2013	
	9199192619	CLEANING SUPPLIES	07/23/2013	38.84	38.84	08/21/2013	
	9201165686	CREDIT - INV 9194041399 RETU	07/25/2013	136.13-	136.13-	08/21/2013	
	9202313061	CLEANING SUPPLIES	07/26/2013	33.51	33.51	08/21/2013	
	9202313061	CORRECT INPUT ERROR ON P	07/26/2013	2.00	2.00	08/21/2013	
	9202570298	CLEANING SUPPLIES	07/26/2013	88.84	88.84	08/21/2013	
Total 4635:				299.32	299.32		
GUAJARDO, JACINDA							
129785							
	14511021	REFUND UTILITY DEPOSIT	08/08/2013	131.75	.00	08/21/2013	
Total 129785:				131.75	.00		
HANICH, MICHAEL							
129764							
	080513	CONCERT SOUND TECH 08/01/	08/05/2013	100.00	100.00	08/21/2013	
	080813	CONCERT SOUND TECH 08/08/	08/08/2013	150.00	150.00	08/21/2013	
Total 129764:				250.00	250.00		
HARRIS TRUCKING & CONST. CO							
4780							
	123718	ASPHALT	07/30/2013	5,941.56	5,941.56	08/21/2013	
Total 4780:				5,941.56	5,941.56		
HD SUPPLY POWER SOLUTIONS, LTD							

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
6730							
	2318468-01	SYSTEM REPAIR	07/22/2013	32.94	32.94	08/21/2013	
	2318468-03	SYSTEM REPAIR	07/22/2013	60.47	60.47	08/21/2013	
	2318468-04	SYSTEM REPAIR	07/29/2013	36.47	36.47	08/21/2013	
	2318468-05	SYSTEM REPAIR	07/29/2013	624.77	624.77	08/21/2013	
	2318468-05	SYSTEM UPGRADE	07/29/2013	404.12	404.12	08/21/2013	
Total 6730:				1,158.77	1,158.77		
HEARTLAND PAPER COMPANY							
128769							
	G312176-1	MATERIAL & SUPPLIES	07/24/2013	30.76	30.76	08/21/2013	
	G313051-1	MATERIAL & SUPPLIES	07/24/2013	36.58	36.58	08/21/2013	
	G314584-1	CLEANING SUPPLIES	07/29/2013	174.65	174.65	08/21/2013	
	G314743-1	CLEANING SUPPLIES	07/29/2013	20.60	20.60	08/21/2013	
	G315746-1	NEW FLOOR SCRUBBER	07/24/2013	6,071.40	6,071.40	08/21/2013	
Total 128769:				6,333.99	6,333.99		
ICMA RETIREMENT-457-#303143							
5170							
	812633	Contributions	08/01/2013	6,134.10	6,134.10	08/01/2013	
Total 5170:				6,134.10	6,134.10		
INTERNATIONAL CODE COUNCIL							
126714							
	INV0307041	EXAM STUDY MATERIAL	07/24/2013	73.95	73.95	08/21/2013	
Total 126714:				73.95	73.95		
JACK'S TRUCK & EQUIPMENT							
125521							
	20364G	DIESEL EXHAUST FLUID	07/17/2013	124.30	124.30	08/21/2013	BTG 756368
	20364G	CORE DEPOSIT	07/17/2013	31.90	31.90	08/21/2013	
Total 125521:				156.20	156.20		
JENSEN PLUMBING							
129455							
	6261	HOSE BIB ADD (REC)	07/30/2013	175.34	175.34	08/21/2013	
Total 129455:				175.34	175.34		
KIRKHAM, MAGGIE							
129674							
	080213	RESTITUTION FROM MC-1301-0	08/02/2013	200.00	200.00	08/21/2013	
Total 129674:				200.00	200.00		
KOONS, JOHN H							
129498							
	080213	RESTITUTION FROM MC-1205-0	08/02/2013	100.00	100.00	08/21/2013	
Total 129498:				100.00	100.00		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
L.N. CURTIS & SONS 127560							
	3134382-00	BATTERIES FOR THERMAL IMA	07/15/2013	322.85	322.85	08/21/2013	
Total 127560:				322.85	322.85		
LANDIS, ROGER H 129768							
	15030512	EQUAL PAY SETTLEMENT	07/29/2013	245.90	245.90	08/21/2013	
Total 129768:				245.90	245.90		
LANNAN'S SUPPLY 5980							
	086481	FURNITURE & FIXTURES	07/22/2013	439.84	439.84	08/21/2013	
Total 5980:				439.84	439.84		
LIVINGSTON, FAYE 127164							
	080213	RESTITUTION FROM MC-1306-0	08/02/2013	50.00	50.00	08/21/2013	
Total 127164:				50.00	50.00		
LONG BUILDING TECH INC 125191							
	SRVCE006279	BOILER #2 LEAK	07/24/2013	105.00	105.00	08/21/2013	
	SRVCE006285	CHILLER PM - REC CENTER	07/25/2013	939.00	939.00	08/21/2013	
Total 125191:				1,044.00	1,044.00		
LUX, ANDREW 129771							
	5131828	REFUND UTILITY DEPOSIT	08/01/2013	14.57	14.57	08/21/2013	
Total 129771:				14.57	14.57		
MANAGER PLUS 127877							
	307-587-29589	MANAGER PLUS SOFTWARE	07/25/2013	498.00	498.00	08/21/2013	
Total 127877:				498.00	498.00		
MIDLAND IMPLEMENT CO 6640							
	723734002	IRRIGATION REPLACEMENT H	07/25/2013	238.17	238.17	08/21/2013	
	728249001	IRRIGATION REPAIRS	07/29/2013	49.64	49.64	08/21/2013	
Total 6640:				287.81	287.81		
MOTOR PARTS INC 6820							
	562074	FUEL ADDITIVE	07/01/2013	27.96	27.96	08/21/2013	
	562304	REPAIR PARTS	07/02/2013	41.34	41.34	08/21/2013	
	562933	FLOOR DRY	07/09/2013	411.75	411.75	08/21/2013	
	563039	REPLACE BROKEN TRAILER LI	07/09/2013	1.94	1.94	08/21/2013	
	563307	REPAIR PARTS	07/11/2013	112.31	112.31	08/21/2013	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	563433	REPAIR PARTS	07/12/2013	50.72	50.72	08/21/2013	
	563471	REPAIR PARTS	07/12/2013	117.40	117.40	08/21/2013	
	563855	REPAIR PARTS	07/16/2013	3.21	3.21	08/21/2013	
	563883	SHOP SUPPLIES	07/16/2013	6.23	6.23	08/21/2013	
	564017	O RINGS	07/17/2013	2.76	2.76	08/21/2013	
	564020	WIRE PUMP FOR PROGATOR	07/17/2013	9.97	9.97	08/21/2013	
	564050	CLEANER	07/17/2013	36.81	36.81	08/21/2013	
	564215	REPAIR PARTS	07/18/2013	64.02	64.02	08/21/2013	
	564256	REPAIR PARTS	07/19/2013	19.05	19.05	08/21/2013	
	564528	REPAIR PARTS	07/22/2013	16.24	16.24	08/21/2013	
	564691	REPAIR PARTS	07/23/2013	10.40	10.40	08/21/2013	
	564933	REPAIR PARTS	07/25/2013	117.40	117.40	08/21/2013	
	565300	REPAIR PARTS	07/29/2013	2.36	2.36	08/21/2013	
	565344	REPAIR PARTS	07/30/2013	96.29	96.29	08/21/2013	
	565375	CREDIT REPAIR PARTS	07/30/2013	15.00-	15.00-	08/21/2013	
	565513	REPAIR PARTS	07/31/2013	20.01	20.01	08/21/2013	
	565556	REPAIR PARTS	07/31/2013	42.52	42.52	08/21/2013	
	565590	REPAIR PARTS	07/31/2013	87.30	87.30	08/21/2013	
	565592	GASKETS	07/31/2013	9.69	9.69	08/21/2013	
Total 6820:				1,292.68	1,292.68		
MOTOR POWER EQUIPMENT							
6830							
	AI31357	HEATER CONTROL - D11	07/23/2013	34.43	34.43	08/21/2013	
Total 6830:				34.43	34.43		
MOUNTAIN WEST INC							
6930							
	50076	LACROSS - REC CENTER	07/22/2013	420.30	420.30	08/21/2013	
	50083	UNIFORMS C23	07/29/2013	28.00	28.00	08/21/2013	
	50124	UNIFORMS C23	08/05/2013	8.00	8.00	08/21/2013	
	50125	UNIFORMS C07	07/30/2013	47.80	47.80	08/21/2013	
	50128	UNIFORMS C23	08/06/2013	4.00	4.00	08/21/2013	
Total 6930:				508.10	508.10		
MURRAY, JOHN AND ELIZABETH							
129769							
	6103011	EQUAL PAY SETTLEMENT	07/29/2013	187.72	187.72	08/21/2013	
Total 129769:				187.72	187.72		
NICET							
129778							
	83927	RECERTIFICATION - UTANA DY	08/06/2013	172.00	172.00	08/21/2013	
Total 129778:				172.00	172.00		
NORCO, INC.							
128948							
	11850062	WELDING ROD	07/30/2013	156.95	156.95	08/21/2013	
	11850188	WELDING ROD	07/30/2013	120.12	120.12	08/21/2013	
	11876777	SUPPLIES	07/31/2013	119.35	119.35	08/21/2013	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 128948:				396.42	396.42		
NORTHWEST PIPE							
7400							
	1156889	6" Megalug for PVC, w/acc.	07/22/2013	356.40	356.40	08/21/2013	1290-W
	1156889	6" MJ x MJ gate valve	07/22/2013	1,274.20	1,274.20	08/21/2013	1341-W
	1157553	69T, Top Riser, 18", male thread	07/19/2013	264.00	264.00	08/21/2013	1020-W
	1161025	3/4" Flare x CTS Comp Adapter	07/29/2013	110.40	110.40	08/21/2013	1090-W
	1161025	1" Flare x CTS Compression Ada	07/29/2013	162.00	162.00	08/21/2013	1091-W
	1161025	6" Megalug for DIP, w/acc	07/29/2013	187.68	187.68	08/21/2013	1302-W
	1161032	6"MJ x 4"MJ reducer	07/29/2013	49.75	49.75	08/21/2013	1265-W
Total 7400:				2,404.43	2,404.43		
O'CONNOR, RYAN							
129772							
	5161111	REFUND UTILITY DEPOSIT	08/01/2013	6.50	6.50	08/21/2013	
Total 129772:				6.50	6.50		
OPATZ ELECTRIC MOTOR REPAIR							
7470							
	16072	BUILDING MAINTENANCE	08/06/2013	28.00	28.00	08/21/2013	
Total 7470:				28.00	28.00		
OPTIMUM							
129339							
	080713	INTERNET - REC CENTER	08/07/2013	82.85	82.85	08/21/2013	
	080813	INTERNET - EL SHOP	08/08/2013	112.85	112.85	08/21/2013	
	080813	INTERNET - PD	08/08/2013	108.79	108.79	08/21/2013	
Total 129339:				304.49	304.49		
PARK COUNTY							
7670							
	1222	LEC CONTRACT	07/24/2013	31,849.17	31,849.17	08/21/2013	
	1222	LEC UTILITIES	07/24/2013	775.17	775.17	08/21/2013	
Total 7670:				32,624.34	32,624.34		
PARK COUNTY ANIMAL SHELTER							
5120							
	080113	ANIMAL SERVICE CONTRACT	08/01/2013	3,750.00	3,750.00	08/21/2013	
Total 5120:				3,750.00	3,750.00		
PARK COUNTY LANDFILL							
129053							
	073113	LANDFILL CHARGES	07/31/2013	97,356.00	97,356.00	08/21/2013	
	073113	LANDFILL CHARGES	07/31/2013	53.00	53.00	08/21/2013	
	073113	LANDFILL CHARGES	07/31/2013	30.00	30.00	08/21/2013	
Total 129053:				97,439.00	97,439.00		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
PARK COUNTY READY MIX 7730							
	111137	SAND SLURRY CONCRETE	07/29/2013	944.29	944.29	08/21/2013	
Total 7730:				944.29	944.29		
PARK COUNTY SHERIFF 7740							
	073113	INCARCERATION - JULY 2013	07/31/2013	2,280.00	2,280.00	08/21/2013	
Total 7740:				2,280.00	2,280.00		
POND, ROBERT 125914							
	070513	REIMBURSE FOR LOG ME IN S	07/05/2013	29.99	29.99	08/21/2013	
Total 125914:				29.99	29.99		
POWELL TRIBUNE 8090							
	70	ADVERTISING	07/31/2013	203.00	203.00	08/21/2013	
Total 8090:				203.00	203.00		
PRO-BUILD 128149							
	960327	MORTER MIX	07/17/2013	12.58	12.58	08/21/2013	
	963541	COUNTERTOPS	08/02/2013	1,835.00	1,835.00	08/21/2013	
	963542	COUNTERTOPS	08/02/2013	626.40	626.40	08/21/2013	
	963693	SHOP SUPPLIES	08/05/2013	6.04	6.04	08/21/2013	
Total 128149:				2,480.02	2,480.02		
PROVIDENT LIFE & ACCIDENT INS 128033							
	080913	PREMIUMS	08/09/2013	199.82	199.82	08/09/2013	
Total 128033:				199.82	199.82		
REED, EDWARD 129779							
	13055621	REFUND UTILITY DEPOSIT	08/06/2013	61.40	61.40	08/21/2013	
Total 129779:				61.40	61.40		
ROCKY MOUNTAIN POWER 129483							
	5617411	RIVER'S BEND ASSET TRANSF	08/02/2013	1,570.00	1,570.00	08/21/2013	
Total 129483:				1,570.00	1,570.00		
RON'S EXXON 8760							
	0166183	PROPANE (LESS SALES TAX)	07/18/2013	14.41	14.41	08/21/2013	
	0166373	PROPANE	07/25/2013	20.10	20.10	08/21/2013	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 8760:				34.51	34.51		
SALAPATA, STEPHEN							
129773							
	13156059	REFUND UTILITY DEPOSIT	08/01/2013	154.54	154.54	08/21/2013	
Total 129773:				154.54	154.54		
SEAVER, NICHOL							
129781							
	080713	WITNESS FEES MC-1303-009	08/07/2013	15.00	15.00	08/21/2013	
Total 129781:				15.00	15.00		
SHERWIN-WILLIAMS COMPANY							
127725							
	2515-3	NOZZLE KIT - PAINT MACHINE	08/01/2013	33.39	33.39	08/21/2013	
Total 127725:				33.39	33.39		
SHOSHONE MUNICIPAL PIPELINE							
9130							
	080113	SMP WATER PURCHASES - JUL	08/01/2013	158,250.68	158,250.68	08/21/2013	
Total 9130:				158,250.68	158,250.68		
SHOSHONE OFFICE SUPPLY							
9140							
	0097545	TONER KIT	08/01/2013	132.57	132.57	08/21/2013	
	0097589	OFFICE SUPPLIES	07/25/2013	26.47	26.47	08/21/2013	
	0097741	PENCILS	07/31/2013	2.64	2.64	08/21/2013	
	0097777	SUPPLIES	08/07/2013	38.08	38.08	08/21/2013	
	0097812	MATERIAL & SUPPLIES	08/06/2013	7.81	7.81	08/21/2013	
	0097813	SUPPLIES	08/06/2013	41.22	41.22	08/21/2013	
Total 9140:				248.79	248.79		
SPECTRA ASSOCIATES, INC							
128499							
	33052-B	ARCHIVAL PAPER & BOOKS	07/26/2013	295.50	295.50	08/21/2013	
Total 128499:				295.50	295.50		
SPINLAB UTILITY INSTRUMENTATION							
126998							
	7519	DEMAGNETIZATION CIRCUIT	07/22/2013	4,039.49	4,039.49	08/21/2013	
Total 126998:				4,039.49	4,039.49		
STROUPE PEST CONTROL CO							
9635							
	070113-RECY	PEST CONTROL - RECYCLE C	07/01/2013	60.00	60.00	08/21/2013	
	080113 - CH	PEST CONTROL - CITY HALL	08/01/2013	60.00	60.00	08/21/2013	
	080113 - EL	PEST CONTROL - EL SHOP	08/01/2013	60.00	60.00	08/21/2013	
	080113 - SHO	PEST CONTROL - SHOP	08/01/2013	88.00	88.00	08/21/2013	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 9635:				268.00	268.00		
SUNSET PROPERTIES, INC							
129619							
	20027	CONTRACTOR BOARD MEETIN	07/25/2013	109.80	109.80	08/21/2013	
	20027	REMOVE SALES TAX (TAX EXE	07/25/2013	3.60-	3.60-	08/21/2013	
Total 129619:				106.20	106.20		
SWENSON, KIMBER							
129782							
	080713	WITNESS FEES MC-1305-032	08/07/2013	15.00	15.00	08/21/2013	
Total 129782:				15.00	15.00		
THE EATERY							
129763							
	07/23/13	ADDITIONAL LUNCH FOR LEAD	08/13/2013	16.00	16.00	08/21/2013	
Total 129763:				16.00	16.00		
THE LIFEGUARD STORE, INC							
124403							
	INV159190	WATER RESCUE MANIKIN	07/25/2013	645.00	645.00	08/21/2013	
	INV159229	SAFETY PROGRAMS	07/26/2013	921.08	921.08	08/21/2013	
	INV159229	AQUATIC PROGRAMS	07/26/2013	197.00	197.00	08/21/2013	
Total 124403:				1,763.08	1,763.08		
THE UPS STORE							
6240							
	5573	SHIP POOL VAC	08/01/2013	254.18	254.18	08/21/2013	
	6954	EVIDENCE SHIPPING	07/29/2013	9.30	9.30	08/21/2013	
	7490	EVIDENCE SHIPPING	08/07/2013	9.30	9.30	08/21/2013	
	7533	EVIDENCE SHIPPING	08/08/2013	9.30	9.30	08/21/2013	
	9419	RETURN ICOP BASE C24 FOR	07/29/2013	11.53	11.53	08/21/2013	
	9506	RETURN FOUND PROPERTY &	08/05/2013	31.89	31.89	08/21/2013	
Total 6240:				325.50	325.50		
TRACTOR & EQUIPMENT CO							
9930							
	SOCR0013537	CORE RETURN	07/30/2013	178.19-	.00		
Total 9930:				178.19-	.00		
TRIPLE L SALES							
9980							
	I-28288	MARKING PAINT	07/30/2013	75.60	75.60	08/21/2013	
Total 9980:				75.60	75.60		
TRITECH FORENSICS							
129645							
	94996	INVESTIGATION SUPPLIES	07/30/2013	77.56	77.56	08/21/2013	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 129645:				77.56	77.56		
UMA MAHESH INC							
129774							
	16322512	REFUND UTILITY DEPOSIT	08/01/2013	260.95	260.95	08/21/2013	
Total 129774:				260.95	260.95		
UNDEBERG, BRANDON							
129783							
	080713	WITNESS FEES MC-1305-032	08/07/2013	15.00	15.00	08/21/2013	
Total 129783:				15.00	15.00		
UNUM LIFE INS - LTD							
127843							
	080913	LTD	08/09/2013	2,884.48	2,884.48	08/09/2013	
Total 127843:				2,884.48	2,884.48		
UNUM LIFE INSURANCE - LIFE							
127935							
	080913	PREMIUM	08/09/2013	1,661.16	1,661.16	08/09/2013	
Total 127935:				1,661.16	1,661.16		
V F W CLUB							
10150							
	4.1687.10	EQUAL PAY SETTLEMENT	07/29/2013	1,057.99	1,057.99	08/21/2013	
Total 10150:				1,057.99	1,057.99		
V-1 PROPANE							
10180							
	856454	PROPANE	07/08/2013	23.09	23.09	08/21/2013	
	856489	PROPANE	07/12/2013	46.85	46.85	08/21/2013	
	856576	PROPANE	07/23/2013	21.77	21.77	08/21/2013	
	856647	PROPANE	08/01/2013	23.75	23.75	08/21/2013	
Total 10180:				115.46	115.46		
VERIZON							
124442							
	9708539210	IPAD SERVICE - POLICE	07/20/2013	302.38	302.38	08/21/2013	
	9708539210	CELL PHONE SERVICE - WATE	07/20/2013	100.56	100.56	08/21/2013	
	9708539210	CELL PHONE SERVICE - ELECT	07/20/2013	155.65	155.65	08/21/2013	
	9708539210	CELL PHONE SERVICE - REC C	07/20/2013	110.62	110.62	08/21/2013	
	9708539210	CELL PHONE SERVICE - FACILI	07/20/2013	75.65	75.65	08/21/2013	
	9708539210	CELL PHONE SERVICE - ADMIN	07/20/2013	89.83	89.83	08/21/2013	
	9708539210	CELL PHONE SERVICE - WAST	07/20/2013	74.73	74.73	08/21/2013	
	9708539210	CELL PHONE SERVICE - POLIC	07/20/2013	579.12	579.12	08/21/2013	
	9708539210	CELL PHONE SERVICE - COMM	07/20/2013	100.56	100.56	08/21/2013	
	9708539210	CELL PHONE SERVICE - SOLID	07/20/2013	24.91	24.91	08/21/2013	
	9708539210	CELL PHONE SERVICE - STREE	07/20/2013	74.73	74.73	08/21/2013	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 124442:				1,688.74	1,688.74		
W L CONSTRUCTION SUPPLY							
129775							
	1721	SAW BLADE	07/19/2013	319.99	319.99	08/21/2013	
Total 129775:				319.99	319.99		
WAL MART COMMUNITY BRC							
10330							
	00699	CREDIT FOR RETURNED FOOT	07/24/2013	238.48-	238.48-	08/21/2013	
	08753	CLOCK	07/31/2013	19.97	19.97	08/21/2013	
	09470	SUPPLIES	07/25/2013	103.80	103.80	08/21/2013	
	09637	ELKS CLUB FOOTBALLS	07/18/2013	667.60	667.60	08/21/2013	
Total 10330:				552.89	552.89		
WATCO POOLS							
10370							
	16681	CHEMICALS	07/23/2013	709.88	709.88	08/21/2013	
	16735	POOL CHEMICALS	07/29/2013	890.69	890.69	08/21/2013	
Total 10370:				1,600.57	1,600.57		
WATERWORKS INDUSTRIES							
10400							
	121454-00	METER, 1" iPERL	07/25/2013	2,190.00	2,190.00	08/21/2013	1199-W
	121454-00	SHIPPING	07/25/2013	33.12	33.12	08/21/2013	
Total 10400:				2,223.12	2,223.12		
WAYNE'S BOOT SHOP							
10430							
	11261	SAFETY BOOTS - C07 PD	07/25/2013	179.95	179.95	08/21/2013	
Total 10430:				179.95	179.95		
WCS TELECOM							
124746							
	21392679	LONG DISTANCE	08/01/2013	138.61	138.61	08/21/2013	
Total 124746:				138.61	138.61		
WEBB, WILLIE							
126587							
	14545022	REFUND UTILITY DEPOSIT	08/05/2013	84.29	84.29	08/21/2013	
Total 126587:				84.29	84.29		
WESCO DISTRIBUTION INC							
10480							
	733423	TOOLS	07/19/2013	104.20	104.20	08/21/2013	
	735153	TOOLS	07/25/2013	1,504.41	1,504.41	08/21/2013	
Total 10480:				1,608.61	1,608.61		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
WESTERN PATHOLOGY CONSULTING							
10570							
	CP 1748	RANDOM TESTING - PD	07/31/2013	94.50	94.50	08/21/2013	
	CP 1748	RANDOM TESTING - EL	07/31/2013	27.00	27.00	08/21/2013	
	CP 1748	RANDOM TESTING - STREETS	07/31/2013	31.50	31.50	08/21/2013	
	CP 1748	RANDOM TESTING - SHOP	07/31/2013	9.00	9.00	08/21/2013	
	CP 1748	RANDOM TESTING - SANITATI	07/31/2013	36.00	36.00	08/21/2013	
	CP 1748	RANDOM TESTING - WATER	07/31/2013	18.00	18.00	08/21/2013	
	CP 1748	RANDOM TESTING -W WATER	07/31/2013	13.50	13.50	08/21/2013	
	CP 1748	RANDOM TESTING - REC	07/31/2013	18.00	18.00	08/21/2013	
Total 10570:				247.50	247.50		
WOODWARD TRACTOR CO							
10660							
	85694	BACKHOE TEETH	07/25/2013	85.41	85.41	08/21/2013	
	85697	PINS FOR BACKHOE BUCKET	07/25/2013	28.05	28.05	08/21/2013	
	85804	PLOW BOLTS - LOADER	07/30/2013	100.20	100.20	08/21/2013	
Total 10660:				213.66	213.66		
WORST, PAUL							
126355							
	15.1126.10	EQUAL PAY SETTLEMENT	07/29/2013	202.51	202.51	08/21/2013	
Total 126355:				202.51	202.51		
WYOMING DEPARTMENT OF WORKFORCE SERVICES							
10670							
	080913	CONTRIBUTIONS	08/09/2013	12,569.24	12,569.24	08/09/2013	
	080913	COMMUNITY SERVICE	08/09/2013	4.68	4.68	08/09/2013	
	080913	VOLUNTEERS PD	08/09/2013	18.73	18.73	08/09/2013	
	080913	VOLUNTEERS REC	08/09/2013	18.72	18.72	08/09/2013	
Total 10670:				12,611.37	12,611.37		
WYOMING DEPT OF EMPLOYMENT							
10810							
	080613	2nd QRT UNEMPLOYMENT	08/06/2013	1,641.29	1,641.29	08/06/2013	
	080613	2nd QRT UNEMPLOYMENT	08/06/2013	3,447.29	3,447.29	08/06/2013	
	080613	2nd QRT UNEMPLOYMENT	08/06/2013	3,250.00	3,250.00	08/06/2013	
	080613	2nd QRT UNEMPLOYMENT	08/06/2013	149.68	149.68	08/06/2013	
Total 10810:				8,488.26	8,488.26		
WYOMING DEPT OF TRANSPORTATION							
10805							
	0000060213	PROFESSIONAL FEES	07/31/2013	95.48	95.48	08/21/2013	
	0000060532	SIGNAL MAINT.	07/31/2013	638.86	638.86	08/21/2013	
Total 10805:				734.34	734.34		
WYOMING HOME & RANCH							
129698							
	15562	PUMP & CONTROL BOX	07/31/2013	449.98	449.98	08/21/2013	
	15568	CREDIT - RETURN CONTROL B	07/31/2013	79.99-	79.99-	08/21/2013	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 129698:				369.99	369.99		
WYOMING MUNICIPAL POWER AGENCY							
10920	073113	POWER PURCHASE - JULY 201	07/31/2013	880,888.82	880,888.82	08/21/2013	
Total 10920:				880,888.82	880,888.82		
WYOMING RETIREMENT SYSTEM							
10950	080913	CONTRIBUTIONS -	08/09/2013	88,797.26	88,797.26	08/09/2013	
Total 10950:				88,797.26	88,797.26		
WYOMING RIVER TRIPS, INC.							
10960	905	KIDZ ON THE MOVE	08/01/2013	1,188.00	1,188.00	08/21/2013	
Total 10960:				1,188.00	1,188.00		
YELLOWSTONE REGIONAL AIRPORT							
11150	080113	AUGUST FUNDING	08/01/2013	12,725.08	12,725.08	08/21/2013	
Total 11150:				12,725.08	12,725.08		
Grand Totals:				1,842,798.54	1,842,894.31		

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Payroll Total = 231,603.32
Grand Total 2,074,497.63

MEETING DATE:	AUGUST 20, 2013
DEPARTMENT:	PUBLIC WORKS
PREPARED BY:	ROB KRAMER
DEPT. DIR. APPROVAL:	_____
CITY ADM. APPROVAL:	_____
PRESENTED BY:	

AGENDA ITEM SUMMARY REPORT

Bid 2013-09 (1) New 2013 or Newer Diesel Cab and Chassis w/55' Articulating/Telescoping Aerial Device and 156" Utility Line Body

BACKGROUND

A request was made in FY 2013/2014 for the purchase of one new electric bucket truck. This truck will be replacing a 2005 truck of similar nature within the Electric Division. Bid packets for Bid 2013-09 were sent to Altec Industries, Ameri-Tech Equipment, Kois Brothers Equipment, Jacks Truck and Equipment, Elliot Equipment, Colman Equipment, CMI-TECO, Lariat International Trucks, Fremont Motor Companies, Layton Truck, Anderson Service, Istate Truck Center, Able Equipment, Terex Utilities, TriState Truck and Equipment, McNeilus, Motor Power Casper, Greiner Motors, Altec Industries.

SUMMARY

Two bidders submitted (2) bids for Bid 2013-09. These bids were opened at City Hall on August 2, 2013.

Jacks Truck and Equipment, of Gillette, WY, submitted one bid for a 2014 Freightliner Truck with a Terex aerial device in the amount of \$203,000, less a trade in value of \$40,000, leaving a net bid of \$163,000.

Altec Industries, Inc., of Dixon, CA, submitted one bid for a 2014 Freightliner Truck with an Altec aerial device in the amount of \$217,229. A trade in price was not included with the bid. As there are no Wyoming locations 5% must be added to their bid making the total \$228,090.45.

Greiner Motors, Casper, WY, submitted a letter of No Bid.

FISCAL IMPACT

Funding for this equipment was budgeted for and approved in the Fiscal Year 2013/2014 budget. This equipment did come in under budget.

ALTERNATIVES

Approve or deny the award of Bid 2013-09 to Jacks Truck and Equipment with a trade in for the amount of \$163,000.

AGENDA ITEM NO. _____

RECOMMENDATION

Staff recommends the City Council award Bid 2013-09 to Jacks Truck and Equipment in the amount of \$163,000.

ATTACHMENTS

1. Bid packet 2013-09

AGENDA & SUMMARY REPORT TO:

Michael Freeman, Altec Industries, Inc.
Josh Olson, Jacks Truck and Equipment
Joe Boatright, Terex Utilities
Brett Osborne, Greiner Motors

Michael.freeman@altec.com
jolson1@jacksinc.com
joe.boatright@terex.com
brett.osborne@greinermotors.com



TABLE OF CONTENTS

BID NO. 2013-09 (1) NEW 2013 OR NEWER DIESEL CAB AND CHASSIS W/55' ARTICULATING/TELESCOPING AERIAL DEVICE AND 156" UTILITY LINE BODY

DOCUMENTS INCLUDED IN PACKET FOR BID NO 2013-09

	<u>Pages</u>
1. ADVERTISEMENT FOR BID (ON THIS PAGE, BELOW) ↓	1
2. INSTRUCTION SHEET	2
3. BID PROPOSAL	3
4. SPECIFICATIONS FOR CAB AND CHASSIS	4-8
5. SPECIFICATIONS FOR 55' ARTICULATING/TELESCOPING AERIAL DEVICE	9-15
6. SPECIFICATIONS FOR 156" UTILITY LINE BODY	16-18
7. SPECIFICATIONS FOR INSTALLATION AND ACCESSORIES	19-21

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

**Bid No. 2013-09
(1) NEW 2013 OR NEWER DIESEL CAB AND CHASSIS W/55' ARTICULATING/TELESCOPING AERIAL DEVICE AND 156" UTILITY LINE BODY**

The City of Cody will receive sealed bids until 2:00 p.m., 8/2/13 at Cody City Hall, 1338 Rumsey Avenue, P.O. Box 2200, Cody, Wyoming 82414, for **(1) New 2013 or Newer Diesel Cab and Chassis w/55' Articulating/Telescoping Aerial Device and 156" Utility Line Body** with an option to trade in **(1) 2005 C7500 Truck with Aerial Device and Utility 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. 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 **10%** of the total bid amount.

Dated this 15th day of July, 2013

Cynthia Baker
Administrative Services Officer

PUBLISH: July 22nd, 2013
July 29th, 2013



**INSTRUCTIONS: (1) New 2013 or Newer Diesel Cab and Chassis w/55' Articulating/Telescoping Aerial Device and 156" Utility Line Body
BID REQUEST NUMBER 2013-09**

The Bidder agrees to provide **(1) New 2013 or Newer Diesel Cab and Chassis w/55' Articulating/Telescoping Aerial Device and 156" Utility Line Body** free and clear of all liens of any kind, pursuant to the specifications and invitation to bid. The bidder shall complete every space in the Bid 2013-09 City of Cody Specifications Forms on pages 4-21 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 **ten percent (10%)** 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 **10%** 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.

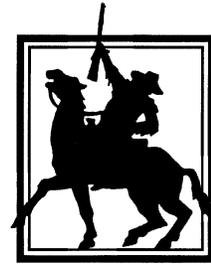
All material provided under this bid shall be new and unused. Bid documents may be obtained from:

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. 2013-09, (1) New 2013 or Newer Diesel Cab and Chassis w/55' Articulating/Telescoping Aerial Device and 156" Utility Line Body**" on the outside of the envelope.

The sealed bids must be returned to the City of Cody no later than 2:00 p.m. 8/2/13. 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. 2013-09 (1) New 2013 or Newer Diesel Cab and Chassis w/55'
 Articulating/Telescoping Aerial Device and 156" Utility Line Body**
 City of Cody, Wyoming



CITY OF CODY
 WYOMING

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

The undersigned Bidder agrees to provide **(1) New 2013 or Newer Diesel Cab and Chassis w/55' Articulating/Telescoping Aerial Device and 156" Utility Line Body**, 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) 2005 C7500 Truck with Aerial Device and Utility Body VIN 1GBM7C1C25F513511**. The bid price shall be F.O.B. City of Cody Vehicle Maintenance Shop 119 19th St. Cody, WY 82414.

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

The undersigned warrants that he/she has read and understands the requirements of the City of Cody, that he/she encloses a bid bond in the amount of not less than **ten percent (10%)** 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 10% 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 _____



SPECIFICATIONS

NEW 2013 OR NEWER DIESEL POWERED CAB AND CHASSIS

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

A. GENERAL

YES NO

- 1. 2013 model year or newer M2 106 chassis, or equivalent. _____
- 2. Gross Vehicle Weight: 80,000 lbs. minimum. _____
- 3. Frames: Min. 2,000,000 RBM _____
- 4. Wheel base 200" _____
- 5. Two (2) front frame mounted tow hooks. _____

B. FRONT AXLE

- 1. Min. 13000 lb. Front axle. _____
- 2. Min. 13,000 lb. Front springs. _____
- 3. Heavy duty front shock absorbers. _____
- 4. Set-back axle. _____
- 5. Taper leaf front suspension. _____

C. REAR AXLE

- 1. Min. 21,000 lb. rear axle with. _____
- 2. Differential ratio to provide max. speed of at least 65 mph. _____

D. TRANSMISSION

- 1. Allison 3500 RDS automatic transmission with PTO provision. _____
- 2. Transmission oil cooler. _____
- 3. Transmission temperature gauge. _____

TRANSMISSION CONT.

YES **NO**

- 4. Vehicle interface wiring and pdm with body builder connector at end of frame. _____
- 5. Transmission to carry a min. 2 yr. unlimited mileage factory warranty. _____

E. ENGINE

- 1. Diesel powered, minimum 330 hp ISL Cummins engine with a minimum of 1000 lb.-ft. of torque. _____
- 2. Engine mounted high capacity air intake, and air restriction indicator. _____
- 3. 1100 Square inch aluminum radiator. _____
- 4. Silicone coolant hoses. _____
- 5. 120 volt 1000 watt (min.) engine block heater. _____
- 6. Chrome engine heater receptacle mounted under LH door. _____
- 7. Fuel/water separator with heater. _____
- 8. Anti-freeze to -34 degrees below zero. _____
- 9. Positive load disconnect with cab mounted control switch. _____
- 10. Positive and negative posts for jumpstart located on frame next to starter. _____
- 11. Engine to carry a minimum 2 year, unlimited mileage warranty. _____
- 12. Minimum 18.7 C.F.M. air compressor. _____
- 13. Minimum 12 volt 160 amp. alternator. _____
- 14. Engine compression brake. _____

F. BRAKE SYSTEM

- 1. Air brake system. _____
- 2. Air pressure gauges. _____
- 3. Parking brake shall have (2) spring brake chambers and a dash mounted warning light w/audible alarm. _____

BRAKE SYSTEM

YES **NO**

- 4. Bendix Adip air dryer with heater. _____
- 5. Low air pressure warning light w/audible alarm. _____
- 6. Antilock brake system, compatible w/trailer antilock brake system. _____
- 7. All other air tanks to have a manual drain valve with pull cable. _____
- 8. S-Cam type "Q" Series front and rear brakes with automatic slack adjusters. _____

G. ELECTRICAL SYSTEM

- 1. 12 volt negative ground system. _____
- 2. All lights and reflectors must conform to Wyoming and Federal D.O.T. regulations. _____
- 3. Electric backup alarm. _____
- 4. Battery disconnect switch, mounted near battery box. _____

H. FUEL TANK

- 1. Minimum capacity, 50 U.S. gallons mounted on drivers side of vehicle. _____

I. CAB EXTERIOR

- 1. Extended conventional cab w/ air ride suspension. _____
- 2. Grab handles right & left side. _____
- 3. Single air horn under LH deck. _____
- 4. Fully insulated cab. _____
- 5. Dual 16"x7" mirrors w/8" convex mirrors, motorized & heated. _____
- 6. Tinted glass. _____
- 7. Single color, "Bright White". _____
- 8. Dual rear mounted work lights on back of cab. _____
- 9. Amber cab mounted led beacon lights on cab protector. _____
- 10. Omit stop/tail/backup lights and provide wiring for combined stop/turn lights to four feet beyond end of frame. _____

J. CAB INTERIOR

YES NO

- 1. Heavy-duty floor mats. _____
- 2. High output fresh air heater and defroster. _____
- 3. Variable speed, w/intermittent electric windshield wipers, both sides. _____
- 4. Operator's seat; air suspension, high back. Fixed passenger seat. Seats to be cloth covered light blue or light gray. _____
- 5. Factory installed air conditioning. _____
- 6. Dual inside sun visors. _____
- 7. Interior dome light. _____
- 8. AM/FM radio with dual speakers. _____
- 9. Right hand electric window. _____
- 10. Factory installed standard gauges to include engine oil pressure & engine temperature gauges w/audible alarms, volt meter and tractor protection valve. _____
- 11. **Trailer hand control brake valve.**(removed with addendum) _____

K. WHEELS AND TIRES

- 1. Wheels to be Disc type. _____
- 2. Tires: Front Goodyear G289 315/80R 22.5 20 ply Radial. _____
- 3. Tires: Rear Goodyear G338 11R 22.5 14 ply Radial. _____
- 4. Wheels to be painted same as cab. _____
- 5. Wheels and tires to accommodate specified axle rating. _____

L. MISCELLANEOUS

- 1. One complete set of manuals; repair, service, parts and operators. _____
- 2. Full factory warranty on entire truck and components. _____
- 3. One copy of the Dealer's order form showing the make, model and all of the equipment being bid. _____

MISCELLANEOUS CONT.

YES

NO

4. The successful bidder shall also agree to provide all transportation and travel expenses from the City of Cody to the bidder's place of business, or have provisions for a "field" mechanic to perform any warranty work that may be required on the equipment and/or attachments being bid, at the City of Cody Shop located at 1119 19th St Cody, WY. _____
5. Upon delivery to the City, the vehicle will be fully equipped as specified, a minimum of three sets of keys, serviced, cleaned, full of fuel and ready to enter into service for the City of Cody. _____
6. Bidder must state estimated time of delivery. _____

M. OPTIONAL TRADE-IN

1. The City of Cody may choose, at its sole discretion, to trade-in a **2005 C7500 Truck with Aerial Device and Utility Body VIN 1GBM7C1C25F513511**. Trade-in shall be in "AS IS" condition at the time of the bid opening. This vehicle will be available for inspection at the City of Cody Vehicle Maintenance Garage **upon request**, between the hours of 8:00 AM and 3:30 PM Monday through Friday. Bidder shall state the amount of allowance to be deducted from the bidder's proposal on the attached Bid Proposal Form should the City of Cody select this option.



SPECIFICATIONS

NEW 55' ARTICULATING/TELESCOPING AERIAL DEVICE

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

	<u>YES</u>	<u>NO</u>
A. <u>AERIAL DEVICE</u>		
1. One (1) New 55 foot Articulating / Telescoping Aerial Device providing a working height of 60 feet and a side reach of 38 feet with a side mount platform. Unit will be mounted behind the cab.	_____	_____
2. Design criteria are in accordance with current industry and engineering standards applicable and accepted for structural and hydraulic design.	_____	_____
B. <u>PLATFORM LEVELING</u>		
1. Leveling is provided by a master/slave cylinder system.	_____	_____
2. A control at both the upper and lower control is provided.	_____	_____
C. <u>UPPER CONTROLS</u>		
1. Four function single stick controller.	_____	_____
2. Non-metallic control handle.	_____	_____
3. Dielectrically tested for limited secondary protection between the valve and handle.	_____	_____
4. Enable lever must be actuated before operation.	_____	_____
5. Controls upper boom lift, lower boom, boom extension and rotation.	_____	_____
D. <u>LOWER CONTROLS</u>		
1. Individual control levers are located in an accessible location on the turntable.	_____	_____
2. The lower controls activate boom lift, boom extension, platform leveling, and rotation.	_____	_____
3. An upper/lower control selector provides override of platform controls, along with an emergency stop.	_____	_____

<u>E. LOWER BOOM</u>	<u>YES</u>	<u>NO</u>
1. Constructed of high strength, rectangular steel tube with a rectangular bi-axial epoxy resin filament wound, high strength fiberglass insert providing an insulation gap of 24 inches The lower controls activate boom lift, boom extension, platform leveling, and rotation.	_____	_____
2. The lower boom articulation is from 0 to 93 degrees.	_____	_____
<u>F. UPPER BOOM</u>		
1. Aerial device upper boom is constructed of high strength steel.	_____	_____
2. The upper boom has an articulation of -35 to 85 degrees.	_____	_____
3. Platform to reach the ground.	_____	_____
4. A boom rest with a cam style tie down strap is provided.	_____	_____
<u>G. SECOND SECTION BOOM</u>		
1. The second section boom is constructed of high strength filament wound fiberglass.	_____	_____
2. Extension of the second section is accomplished by a hydraulic cylinder.	_____	_____
3. The upper boom has a total insulation gap of 26 inches retracted and 70 inches extended for side mount platform.	_____	_____
4. Non-metallic mounted at the end of the second section boom support the fiberglass boom under load minimizing scratches and abrasions. The sides of the fiberglass boom are supported and guided by non-metallic rollers to reduce tracking.	_____	_____
<u>H. LOWER BOOM CYLINDER</u>		
1. Single, threaded end gland design, double acting hydraulic lift cylinder equipped with integral holding valves.	_____	_____
<u>I. UPPER BOOM CYLINDER</u>		
1. A double acting hydraulic lift cylinder equipped with integral holding valve is provided.	_____	_____
<u>J. EXTENSION CYLINDER</u>		
1. The boom cylinder is of threaded end gland design.	_____	_____
2. The cylinder is equipped with integral holding valves to prevent creep and hold the boom in position in the event of hose failure.	_____	_____

<u>K. ENGINE THROTTLE CONTROL</u>	<u>YES</u>	<u>NO</u>
1. A two speed engine throttle control is provided at the upper controls.	_____	_____
2. The engine will advance to a pre-set speed when engaged and decrease to idle when disengaged.	_____	_____
<u>L. BOOM INTERLOCK</u>		
1. To operate the boom the outriggers must be extended.	_____	_____
<u>M. PEDESTAL</u>		
1. Round constructed pedestal is of welded high strength steel construction and designed with access holes for maintenance of hydraulic plumbing.	_____	_____
2. The pedestal top plate and turntable base plate are machined from a single piece of thick plate.	_____	_____
<u>N. TURNTABLE</u>		
1. The turntable is constructed of side plates with an offset configuration to provide maximum strength.	_____	_____
2. The steel bottom plate has provisions for attaching the outer race of the rotation bearing.	_____	_____
<u>O. CONTINUOUS UNRESTRICTED ROTATION</u>		
1. A hydraulic rotary manifold provides a rotating oil distribution system for continuous and unrestricted rotation.	_____	_____
2. One 3/8 inch hydraulic port is available for options.	_____	_____
3. Self-locking worm gear rotation drive is provided and equipped with bi-directional motor.	_____	_____
4. A 7/8 inch external hex shaft allows for manual rotation.	_____	_____
5. A minimum 4-channel electric collector ring is provided.	_____	_____
<u>P. ROTATION BEARING</u>		
1. The rotation bearing is a heavy-duty "shear ball" bearing with external gear teeth utilizing polished alloy steel balls.	_____	_____
2. Both the inner and outer races are made from high-strength alloy steel and are heat treated to provide maximum life.	_____	_____

ROTATION BEARING CONT.

YES **NO**

3. High strength grade 8 bolts attach the races to the pedestal and turntable.

Q. ANSIRATING

1. Aerial device is designed as a Category C machine and is dielectrically tested and rated for operation up to 46,000 volts AC per ANSI/SIA A92.2-2009.

R. HYDRAULIC SYSTEM

1. Full pressure, open center hydraulic system.
2. A 20 gallon hydraulic oil reservoir is built into the pedestal and is provided with a 60 mesh filler screen, baffles, 100 mesh suction screen with bypass, clean out access hole, dip stick and shut off valve.
3. A spin on type 10 micron return line filter is provided.
4. A relief is also provided.
5. Hydraulic hoses are equipped with permanent type fittings.

S. MISCELLANEOUS

1. All metallic components of the complete aerial device are prime painted.
2. The fiberglass upper boom, boom inserts, platforms, and covers are white.
3. Two complete manuals providing operation and maintenance procedures, and a replacement parts listing.
4. Warning decals provided with unit.
5. Platform 24" x 48" x 42":
- a. One curbside mounted fiberglass platform with a rated capacity up to 600-lbs. with restrictions.
 - b. Includes two outside access steps with slip-resistant surface.
 - c. Two safety harnesses with lanyards.
6. Insulated Platform Liner with a scuff pad that includes a step for 24" x 48" x 42" Platform: Tested at 50 KV AC.
7. Vinyl Platform Cover For 24" x 48" Platform: Waterproof with internal elastic cord around edge.

MISCELLANEOUS CONT.

	<u>YES</u>	<u>NO</u>
8. Dual Hydraulic Tool Outlets At Platform:	_____	_____
a. Installed at the platform and accommodates two open center hydraulic tools.	_____	_____
b. Provides 5 GPM at 2250 psi at engine idle.	_____	_____
9. Auxiliary Let Down for use with Open Center Hydraulics:	_____	_____
a. Allows for the descent of the boom (platform) in the most direct manner for a time limited by the duty cycle of the electric motor.	_____	_____
b. Includes 12 volt electric motor for use on a 12 volt chassis.	_____	_____
c. Includes a switch for activation at pedestal for electric or air function.	_____	_____
10. Insulated Engine Stop / Start: Controlled from platform	_____	_____
11. Hydraulic Platform Lift: Adds 24" of reach to working height.	_____	_____
12. Hydraulic Platform Rotator: Allows 90 degrees of forward hydraulic rotation and is controlled at the upper controls.	_____	_____
13. Rigid Platform Rest for Platform Lifter: Provides platform support during road travel.	_____	_____
14. Chassis Controller 12 volt:	_____	_____
a. Display Screen - Provides Inputs and Outputs indication for trouble shooting.	_____	_____
b. Warning screens.	_____	_____
c. Switch Buttons have LED indicators to show when active.	_____	_____
d. Recommended for all Class 6 and above Chassis types.	_____	_____
e. One system for all Chassis Types.	_____	_____
f. Controller programmable for communication with different Chassis manufacturers.	_____	_____
g. Includes PTO hour meter.	_____	_____

MISCELLANEOUS CONT.

	<u>YES</u>	<u>NO</u>
15. 1,500 lb. Rated Hydraulic Extend Under Load Jib and Winch:	_____	_____
a. Infinite positioning through the 120-degree articulation envelope.	_____	_____
b. Load radius of 0 to 65"	_____	_____
c. Hydraulic Extension to reposition the jib, one pinning position with two 24" extensions.	_____	_____
d. Includes a 2000 lb. full drum capacity self-locking worm gear winch complete with up to 75 ft. of 1/2 inch load line with swivel hook and latch, and a load chart.	_____	_____
e. Includes heavy duty fiberglass jib.	_____	_____
f. Jib capacity will not be affected by upper boom extension, any deduction of lifting capacity will be affected by lower and upper boom angles.	_____	_____
16. Single Conductor Wire Holder (A.B. Chance):	_____	_____
a. Designed for lifting and holding up to 1.5 in. single line conductors.	_____	_____
b. Can be used with jib sheave head.	_____	_____
17. Subframe for 120" CA chassis:	_____	_____
a. Constructed with a 10.5' possum belly length with rear access door.	_____	_____
b. 197.00" long	_____	_____
c. Constructed with 6" x 6" x 3/8" wall square tubing with 5/16" thick steel plate.	_____	_____
18. Extra Heavy Duty A-frame Outriggers:	_____	_____
a. Hydraulic double acting outriggers including integral holding valves.	_____	_____
b. 146.7 " spread pin to pin and 158.8 " to outside of pads at 9.3 " penetration and 40 " frame height.	_____	_____
c. 13 " x 12 " swivel type stabilizer pads.	_____	_____
d. Outrigger extension tube shall be coated with graphite, grease is not acceptable.	_____	_____

MISCELLANEOUS CONT.

	<u>YES</u>	<u>NO</u>
19. Under slung Modified Auxiliary Outriggers:	_____	_____
a. Hydraulic double acting outriggers including integral holding valves.	_____	_____
b. Outrigger extension tube shall be coated with graphite, grease is not acceptable.	_____	_____
20. Controls For 2-Sets Of Outriggers And Auxiliary Tool Outlets (Open center systems):	_____	_____
a. Recessed at rear of truck each side for ease of view for outrigger placement.	_____	_____
b. Includes switches and alarm for outrigger in motion alarm.	_____	_____
21. Mini-Check Couplers:	_____	_____
a. Equipped with 11 test ports to facilitate hydraulic system pressure checks.	_____	_____
b. Used in conjunction with hydraulic test kit.	_____	_____
22. Sight Gauge With Thermometer:	_____	_____
23. Mounted within an aluminum body to protect sight tube.	_____	_____
24. Thermometer has a range of 0-300 degrees Fahrenheit.	_____	_____
25. As-Built JIC Hydraulic and Electrical Schematics.	_____	_____
26. Pump for systems requiring 11 gallons per minute: Fixed displacement vane pump providing 5 gallons per minute at 725 engine rpm and 8 gallons per minute at 1050 engine rpm with a 103% pto.	_____	_____



SPECIFICATIONS

NEW 156" UTILITY LINE BODY

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

A. <u>DIMENSIONS</u>	<u>YES</u>	<u>NO</u>
1. 156" overall length.	_____	_____
2. 94" outside width.	_____	_____
3. 58" bed width.	_____	_____
4. 28" floor to top of body.	_____	_____
5. 18" compartment depth.	_____	_____
6. 46" compartment height.	_____	_____
7. 24" horizontal compartment height.	_____	_____
B. <u>COMPARTMENTATION - STREET SIDE</u>		
1. First Vertical (24") - 7 material hooks (2-3-2).	_____	_____
2. Second Vertical (24") - 3 adjustable shelves with 6 adjustable dividers each.	_____	_____
3. Third Vertical (24") - 3 adjustable shelves with 6 adjustable dividers each.	_____	_____
4. Horizontal (60") - 15 adjustable dividers in compartment bottom.	_____	_____
5. Rear Vertical (24") - 7 material hooks (2-3-2).	_____	_____
C. <u>COMPARTMENTATION - CURB SIDE</u>		
1. First Vertical (24") - 4 adjustable shelves with 6 adjustable dividers each.	_____	_____
2. Second Vertical (24") - grip-strut access steps to cargo area, hinged to access storage.	_____	_____
3. Third Vertical (24") - seven 3" deep pullout drawers on ball bearing slides and adjustable egg crate dividers on 2" spacers.	_____	_____
4. Horizontal (60") - 1 adjustable shelf with 15 adjustable dividers.	_____	_____
5. Rear Vertical (24") - 7 material hooks (2-3-2).	_____	_____

D. FEATURES

	<u>YES</u>	<u>NO</u>
1. 108" hotstick shelf in top of street side compartments with rear drop door and two rubber coated brackets.	_____	_____
2. Wheel chock storage (2) each side in wheel wells.	_____	_____
3. Master door rod lock system.	_____	_____
4. 16-gauge A60 double-sided galvanneal coated steel body exterior.	_____	_____
5. 18/20-gauge A60 double-sided galvanneal coated steel door panels.	_____	_____
6. 12-gauge treadplate floor.	_____	_____
7. 12-gauge treadplate compartment tops.	_____	_____
8. Rotary door latches and full-length stainless steel rod door hinge.	_____	_____
9. Chain stops on horizontal doors and gas assist cylinders on vertical doors.	_____	_____
10. Automotive bulb-type door seals.	_____	_____
11. Punch metal false bulkhead 16" back of bulkhead, full height and width of load space with three "D" ring tie downs across top.	_____	_____
12. 2"x6" composite drop in boards across side access and rear loadspace.	_____	_____
13. VISTA strip compartment light in all compartments w/On/Off switch in cab.	_____	_____
14. Tail shelf 30" long with 12-gauge treadplate top.	_____	_____
15. Recessed 9-Lamp Light Bar At Rear to include: Rear bar includes six 4 inch light holes (3 ea side), 4 clearance light holes (2 ea side), and 3 lamp light cluster holes in center.	_____	_____
16. Punch Metal Basket, 18"W x 12" H x 126" L.	_____	_____
a. Installed streetside compartment top, on 1" spacers.	_____	_____
b. Seven 4" throat, swivel hooks spaces evenly across loadspace side of basket.	_____	_____
17. Ladder Box, 20"H x 5"W x 144"L; installed on streetside loadspace wall.	_____	_____

FEATURES CONT.

YES **NO**

- | | | |
|---|-------|-------|
| 18. Compartment With Two Top Opening Lids: | _____ | _____ |
| a. 12-gauge treadplate top. | _____ | _____ |
| b. 18"W x 18"H x 102"L. | _____ | _____ |
| c. Equipped with slam-action paddle type door latch and
(4) gas assist cylinder stops. | _____ | _____ |
| d. Wood lined interior. | _____ | _____ |
| e. Installed on curbside compartment top, on 1" spacer. | _____ | _____ |



SPECIFICATIONS FOR INSTALLATION AND ACCESSORIES

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

	<u>YES</u>	<u>NO</u>
1. Install Aerial Device Behind Cab And Install All Associated Components.	_____	_____
2. Final test and inspect completed unit including; stability and dielectric testing per manufacturers requirements and ANSI/SIA A92.2-2009.	_____	_____
3. Chassis Spring Additions: Build up left rear chassis springs to level vehicle.	_____	_____
4. Hose and fittings to connect the hydraulic system from the oil reservoir to the pump and unit.	_____	_____
5. Power take off with indicator light for automatic transmission.	_____	_____
6. Back-up alarm to sound when the vehicle is shifted into reverse.	_____	_____
7. DOT Inspection.	_____	_____
8. Set chassis parameters.	_____	_____
9. Four 24" x 24" Sauber aluminum outrigger pads; includes outrigger pad storage.	_____	_____
10. Four Rubber wheel chocks with eye bolt.	_____	_____
11. Mounting bracket for water cask for exterior mounting.	_____	_____
12. Front curbside Jack leg mounting bracket for water cask cooler.	_____	_____
13. Cone holder bracket; located at streetside front outrigger.	_____	_____
14. Grab handles as necessary for 3-point contact.	_____	_____
15. Two Cable type gripstrut stirrup step; installed tailshelf with bolt on grab handles.	_____	_____
16. Rigid stirrup step mounted on side access for ground to body access.	_____	_____

	<u>YES</u>	<u>NO</u>
17. Access steps to platform from flatbed floor.	_____	_____
18. One pair of mud flaps 30" tall.	_____	_____
19. Hannay spring rewind grounding reel; installed under tailshelf with curbside payout.	_____	_____
20. 2/0 Black Electrical Cable used for grounding per ASTM F855-04:	_____	_____
a. 50' of multi-strand flexible copper cable, three grounding lugs, two ferrules and grounding clamp.	_____	_____
b. Three point grounding system for grounding vehicle during work operations.	_____	_____
21. Boom rests.	_____	_____
22. Full expanded metal cab guard with access step and rear window guard.	_____	_____
23. Peterson LED 7-lamp DOT Lighting Package:	_____	_____
a. Complies with FMVSS 108.	_____	_____
b. Includes required lights, junction box and wiring harness.	_____	_____
c. Back-up lights are incandescent.	_____	_____
24. Lighted license plate bracket kit; light is incandescent.	_____	_____
25. Two LED Amber strobe lights with 4" tall & 6" dia. lens, and branch guard; installed on each side of cab guard.	_____	_____
26. Two Golight 2000 spotlight, permanent mount, programmable wireless remote; installed on each side of window guard.	_____	_____
27. Whelen 4 corner LED, Amber Strobe Light Kit with 4" grommets; wired into On/Off switch in cab.	_____	_____
28. Remote engine stop / start and two-speed control from rear of vehicle.	_____	_____
29. 1800 watt inverter installed in cab with four 110v recessed GFI receptacles at each corner of the body.	_____	_____
30. Two 12v receptacles recessed curbside corners of body.	_____	_____
31. Two recessed lights, one to light access step and one to light loadspace in curbside wall.	_____	_____

	<u>YES</u>	<u>NO</u>
32. Tekonsha Voyager electric brake control.	_____	_____
33. 15 ton pintle hook with safety chain eyes and chassis frame reinforcements.	_____	_____
34. ICC rear bumper.	_____	_____
35. 7-prong trailer socket.	_____	_____
36. Heat shields, as required to protect hydraulic system from exhaust.	_____	_____
37. Fill with Hydraulic oil for general purpose use; refer to the product maintenance manual for specific type to be used.	_____	_____
38. Safety Kit.	_____	_____
a. 10-lb ABC fire extinguisher with the use of 0092099 brackets.	_____	_____
b. James King triangle reflector kit.	_____	_____
39. Paint aerial, line body, box, basket and tailshelf white to match cab.	_____	_____
40. Paint body floor and compartment tops with non-skid paint.	_____	_____
41. Undercoat body.	_____	_____
42. Pre-Paint inspection.	_____	_____
43. One year parts and labor 90 days travel warranty. Provide written warranty.	_____	_____
44. Provide weight study of completed unit.	_____	_____
45. Provide in-service training within two weeks of delivery.	_____	_____

MEETING DATE:	AUGUST 20, 2013
DEPARTMENT:	PUBLIC WORKS
PREPARED BY:	ROB KRAMER
DEPT. DIR. APPROVAL:	_____
CITY ADM. APPROVAL:	_____
PRESENTED BY:	

AGENDA ITEM SUMMARY REPORT

Bid 2013-11 (1) New 2013 or Newer ¾ Ton 4x4 Pickup w/Flatbed

BACKGROUND

A request was made in FY 2013/2014 for the purchase of (1) new pickup with a flatbed. This pickup will be used by the Wastewater Division. The pickup being replaced will be relocated to the Parks Division.

Bid packets for Bid 2013-11 were sent to six suppliers for bids. These suppliers were; Fremont Motors Cody, Fremont Chevrolet Buick GMC, Denny Menholt Chevrolet Buick GMC, Greiner Motor Company, Spradley Barr Motors, Whisler Chevrolet and Ameri-Tech Equipment.

SUMMARY

Five bidders submitted (6) bids for Bid 2013-11 (1) New 2013 or Newer ¾ Ton 4x4 Pickup w/Flatbed; this bid was opened at City Hall on August 7th, 2013 at 2:00 p.m.

Greiner Motor Company, Casper, WY, submitted one bid for (1) 2014 Ford F250 with a Blue Ridge flatbed in the amount of \$26,423.00.

Spradley Barr Motors, Inc., Cheyenne, WY, submitted one bid for (1) 2014 Ford F250 with a Blue Ridge flatbed in the amount of \$27,060.00.

Denny Menholt Chevrolet Buick GMC, Cody, WY, submitted one bid for (1) 2014 Chevrolet ¾ Ton with a Hillsboro flatbed in the amount of \$26,955.00.

Fremont Motors Cody, Cody, WY, submitted two bids:

(1) 2014 Dodge Ram 2500 with a Bradford flatbed in the amount of \$31,224.84.

The second bid received from Fremont Motors Cody did not include the required Bid Bond, Cashier's Check or Money Order. Due to this oversight the second bid from Fremont Motors Cody has been rejected in compliance with the rules outlined in the City of Cody Bid Request Instructions.

Fremont Chevrolet Buick GMC, Riverton, WY, submitted one bid for (1) 2013 Chevrolet ¾ Ton with a Bradford flatbed in the amount of \$28,669.80.

FISCAL IMPACT

Funding for this pickup was budgeted for, and approved by, the City Council in the City of Cody Budget, FY 2013/2014.

AGENDA ITEM NO. _____

ALTERNATIVES

Approve or deny the award of Bid 2013-11 to Greiner Motor Company, Casper, WY, for one 2014 Ford F250 with a Blue Ridge flatbed in the amount of \$26,423.00.

RECOMMENDATION

Staff recommends the City Council award bid 2013-11 to Greiner Motor Company.

ATTACHMENTS

1. Bid packet 2013-11

AGENDA & SUMMARY REPORT TO:

Brett Osborne, Greiner Motor Company
David Sutherland, Spradley Barr Motors, Inc.
Bert Miller, Denny Menholt Chevrolet Buick GMC
Mike Wagner, Fremont Motors Cody
Steve Lucas, Fremont Chevrolet Buick GMC

brett.osborne@greinermotors.com
dsutherland@spradleybarrcheyenne.com
b.miller1962@hotmail.com
mwagner@fremontmotors.com
slucas@fremontmotors.com



TABLE OF CONTENTS
BID NO. 2013-11 (1) New 2013 or Newer ¾ Ton 4X4 Pickup w/Flatbed

DOCUMENTS INCLUDED IN PACKET FOR BID NO 2013-11

	<u>Pages</u>
1. ADVERTISEMENT FOR BID (ON THIS PAGE, BELOW) ↓	1
2. INSTRUCTION SHEET	2
3. BID PROPOSAL	3
4. SPECIFICATIONS	4-5
5. FLATBED SPECIFICATIONS	6

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

Bid No. 2013-11
(1) New 2013 or Newer ¾ Ton 4X4 Pickup w/Flatbed

The City of Cody will receive sealed bids until 2:00 p.m., 8/7/13 at Cody City Hall, 1338 Rumsey Avenue, P.O. Box 2200, Cody, Wyoming 82414, for **(1) New 2013 or Newer ¾ Ton 4X4 Pickup w/Flatbed.** All bids will be opened and read aloud at this time. Full bid details and specifications are included in the bid packet available at City Hall or by emailing kylieh@cityofcody.com. Direct any questions to Rob Kramer at 587-2958.

The City reserves the right to reject any and/or all bids and further reserves the right to waive any informalities if deemed in the best interest of the City. No bid may be considered unless accompanied by the required bid guarantee of **10%** of the total bid amount.

Dated this 17th day of July, 2013

Cynthia Baker
Administrative Services Officer

PUBLISH: July 24th, 2013
July 31st, 2013



**INSTRUCTIONS: (1) New 2013 or Newer ¾ Ton 4X4 Pickup
w/Flatbed
BID REQUEST NUMBER 2013-11**

The Bidder agrees to provide **(1) New 2013 or Newer ¾ Ton 4X4 Pickup w/Flatbed**, free and clear of all liens of any kind, pursuant to the specifications and invitation to bid. The bidder shall complete every space in the Bid 2013-11 City of Cody Specifications Form on page 4-6 to indicate that the item being bid is exactly as specified. All (no) responses shall be explained in detail on an attached sheet. Bids will be accepted for consideration on any make or model that is equal or superior to the specifications.

The bidder warrants that he has read and understands the requirements of the City of Cody, that he encloses a bid bond in the amount of not less than **ten percent (10%)** 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 **10%** 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.

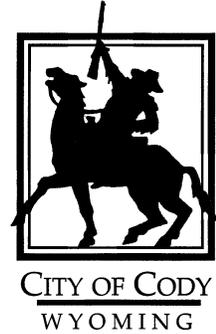
All material provided under this bid shall be new and unused. Bid documents may be obtained from:

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. 2013-11, (1) New 2013 or Newer ¾ Ton 4X4 Pickup with Flatbed**" on the outside of the envelope.

The sealed bids must be returned to the City of Cody no later than 2:00 p.m. 8/7/13. 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. 2013-11 (1) New 2013 or Newer ¾ Ton 4X4 Pickup w/Flatbed
 City of Cody, Wyoming



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

The undersigned Bidder agrees to provide **(1) New 2013 or Newer ¾ Ton 4X4 Pickup w/Flatbed**, free and clear of all liens of any kind, pursuant to the specifications and invitation to bid. The bid price shall be F.O.B. City of Cody Vehicle Maintenance Shop 119 19th St. Cody, WY 82414.

Bid Schedule	Quantity	Unit	Total Price
Bid for:			\$ _____
Less trade if any:			\$ (_____ N/A _____)
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 **ten percent (10%)** 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 10% 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

E. BODY & INTERIOR

YES NO

- 1. WINDSHIELD WIPERS: Multi-speed w/intermittent system. _____
- 2. RADIO: AM/FM, CD w/ clock. _____
- 3. LOCKS: Dealer to supply (2) sets of keys. _____
- 4. STEERING WHEEL: Comfort tilt. _____
- 5. MIRRORS: Dual outside trailer tow rear view mirrors, mounted below eye level. _____
- 6. HEATER AND AIR CONDITIONER: Factory installed manual control. _____
- 7. SEATS: Heavy duty cloth 40/20/40 bench type seat. _____
- 8. FLOOR MATS: Heavy duty rubber, factory supplied. _____
- 9. GLASS: Solar Ray Tinted Windows. _____

F. MISCELLANEOUS

- 1. Full manufacturer's standard warranty. _____
- 2. Dealer order form showing all equipment being bid. _____
- 3. The successful bidder shall also agree to provide all transportation and travel expenses from the City of Cody to the bidder's place of business for all warranty work that the City may require on the vehicle. _____
- 4. Upon delivery to the City, the vehicle will be fully equipped as specified, serviced, cleaned and ready to enter into service for the City of Cody. _____

City of Cody

Minimum Specifications for Flatbed

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

	YES	NO
1. Hillsboro steel GII or equivalent.	_____	_____
2. Louvered headache rack with LED lights.	_____	_____
3. All lighting to be LED and comply with FMVCC/CMVSS regulations.	_____	_____
4. Inboard stake pockets.	_____	_____
5. 6" fold-down sides w/multiple tie locations.	_____	_____
6. Rear tailboard with receiver hitch.	_____	_____
7. Board holders across front and back of bed.	_____	_____
8. 7 wire trailer socket.	_____	_____
9. Painted black.	_____	_____

MEETING DATE:	AUGUST 20, 2013
DEPARTMENT:	PUBLIC WORKS
PREPARED BY:	ROB KRAMER
DEPT. DIR. APPROVAL:	_____
CITY ADM. APPROVAL:	_____
PRESENTED BY:	

AGENDA ITEM SUMMARY REPORT

Bid 2013-12 (1) New 2013 or Newer ¾ Ton 4x4 Pickup w/Utility Body

BACKGROUND

A request was made in FY 2013/2014 for the purchase of (1) new pickup with a utility body. This pickup will be used by the Wastewater Division and will include a trade in of (1) 1999 Chevrolet 2500.

Bid packets for Bid 2013-12 were sent to six suppliers for bids. These suppliers were; Fremont Motors Cody, Fremont Chevrolet Buick GMC, Denny Menholt Chevrolet Buick GMC, Greiner Motor Company, Spradley Barr Motors, Whisler Chevrolet and Ameri-Tech Equipment.

SUMMARY

Five bidders submitted (7) bids for Bid 2013-12 (1) New 2013 or Newer ¾ Ton 4x4 Pickup w/Utility Body; this bid was opened at City Hall on August 7th, 2013 at 2:00 p.m.

Greiner Motor Company, Casper, WY, submitted one bid for (1) 2014 Ford F250 with a Reading utility body in the amount of \$30,084.00, less a trade in value of \$750, leaving a net bid price of \$29,334.

Spradley Barr Motors, Inc., Cheyenne, WY, submitted one bid for (1) 2014 Ford F250 with a Reading utility body in the amount of \$30,843.00, less a trade in value of \$2,700, leaving a net bid price of \$28,143.00.

Denny Menholt Chevrolet Buick GMC, Cody, WY, submitted one bid for (1) 2014 Chevrolet ¾ Ton with a Harbor utility body in the amount of \$31,276.00, less a trade in value of \$3,450, leaving a net bid price of \$27,826.00.

Fremont Motors Cody, Cody, WY, submitted two bids:

(1) 2014 Dodge Ram 2500 with a Knapheide utility body in the amount of \$37,023.44, less a trade in value of \$4,000, leaving a net bid price of \$33,023.44.

The second bid received from Fremont Motors Cody did not include the required Bid Bond, Cashier's Check or Money Order. Due to this oversight the second bid from Fremont Motors Cody has been rejected in compliance with the rules outlined in the City of Cody Bid Request Instructions.

Fremont Chevrolet Buick GMC, Riverton, WY, submitted two bids:

(1) 2013 Chevrolet ¾ Ton with a Knapheide utility body in the amount of \$35,492.74, less a trade in value of \$3,500, leaving a net bid price of \$31,992.74.

AGENDA ITEM NO. _____

(1) 2013 Chevrolet ¾ Ton Extended Cab with a Royal utility body in the amount of \$34,683.36, less a trade in value of \$3,500, leaving a net bid price of \$31,183.50.

FISCAL IMPACT

Funding for this pickup was budgeted for, and approved by, the City Council in the City of Cody Budget, FY 2013/2014.

ALTERNATIVES

Approve or deny the award of Bid 2013-12 to Denny Menholt Chevrolet Buick GMC, for one 2014 Chevrolet ¾ Ton with a Harbor Utility bed in the amount of \$27,826.00.

RECOMMENDATION

Staff recommends the City Council award bid 2013-12 to Denny Menholt Chevrolet Buick GMC.

ATTACHMENTS

1. Bid packet 2013-12

AGENDA & SUMMARY REPORT TO:

Brett Osborne, Greiner Motor Company
David Sutherland, Spradley Barr Motors, Inc.
Bert Miller, Denny Menholt Chevrolet Buick GMC
Mike Wagner, Fremont Motors Cody
Steve Lucas, Fremont Chevrolet Buick GMC

brett.osborne@greinermotors.com
dsutherland@spradleybarrcheyenne.com
b.miller1962@hotmail.com
mwagner@fremontmotors.com
slucas@fremontmotors.com



TABLE OF CONTENTS

BID NO. 2013-12 (1) New 2013 or Newer ¾ Ton 4X4 Pickup w/Utility Body

DOCUMENTS INCLUDED IN PACKET FOR BID NO 2013-12

	<u>Pages</u>
1. ADVERTISEMENT FOR BID (ON THIS PAGE, BELOW)	↓ 1
2. INSTRUCTION SHEET	2
3. BID PROPOSAL	3
4. SPECIFICATIONS	4-5
5. UTILITY BODY SPECIFICATIONS	6

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

Bid No. 2013-12

(1) New 2013 or Newer ¾ Ton 4X4 Pickup w/Utility Body

The City of Cody will receive sealed bids until 2:00 p.m., 8/7/13 at Cody City Hall, 1338 Rumsey Avenue, P.O. Box 2200, Cody, Wyoming 82414, for **(1) New 2013 or Newer ¾ Ton 4X4 w/Utility Body**, with an option to trade in **(1) 1999 Chevrolet 2500**. All bids will be opened and read aloud at this time. Full bid details and specifications are included in the bid packet available at City Hall or by emailing kylieh@cityofcody.com. Direct any questions to Rob Kramer at 587-2958.

The City reserves the right to reject any and/or all bids and further reserves the right to waive any informalities if deemed in the best interest of the City. No bid may be considered unless accompanied by the required bid guarantee of **10%** of the total bid amount.

Dated this 17th day of July, 2013

Cynthia Baker
Administrative Services Officer

PUBLISH: July 24th, 2013
July 31st, 2013



**INSTRUCTIONS: (1) New 2013 or Newer ¾ Ton 4X4 Pickup w/Utility Body
BID REQUEST NUMBER 2013-12**

The Bidder agrees to provide **(1) New 2013 or Newer ¾ Ton 4X4 Pickup w/Utility Body** free and clear of all liens of any kind, pursuant to the specifications and invitation to bid. The bidder shall complete every space in the Bid 2013-12 City of Cody Specifications Form on page 4-6 to indicate that the item being bid is exactly as specified. All (no) responses shall be explained in detail on an attached sheet. Bids will be accepted for consideration on any make or model that is equal or superior to the specifications.

The bidder warrants that he has read and understands the requirements of the City of Cody, that he encloses a bid bond in the amount of not less than **ten percent (10%)** 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 **10%** 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:

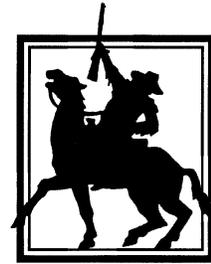
City of Cody
P.O. Box 2200
1338 Rumsey Avenue
Cody, Wyoming 82414
(307) 527-7511

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. 2013-12, (1) New 2013 or Newer ¾ Ton 4X4 Pickup w/Utility Body**" on the outside of the envelope.

The sealed bids must be returned to the City of Cody no later than 2:00 p.m. 8/7/13. 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. 2013-12 (1) New 2013 or Newer ¾ Ton 4X4 Pickup w/Utility Body

City of Cody, Wyoming



CITY OF CODY
 WYOMING

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

The undersigned Bidder agrees to provide **(1) New 2013 or Newer ¾ Ton 4X4 Pickup w/Utility Body**, 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 a **1999 Chevrolet 2500 P/U W/Utility box s/n 1GCGK29JXXF088790**. The bid price shall be F.O.B. City of Cody Vehicle Maintenance Shop 119 19th St. Cody, WY 82414.

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

The undersigned warrants that he/she has read and understands the requirements of the City of Cody, that he/she encloses a bid bond in the amount of not less than **ten percent (10%)** 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 10% bid guarantee it will be rejected. The undersigned further understands that the Governing Body of the City of Cody shall determine in its sole discretion the most responsible bidder, and the Governing Body may reject any and all bids or make substitutions, waive defects deemed unsubstantial in any bid, and that if an award is made, the Governing Body will award the bid in the best interest of the City. Award of bid is subject to budget appropriation for this purchase.

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

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

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

Date _____

Signature _____

 Typed or Printed Name

 Company

 Mailing Address

 City, State and Zip

 E-mail Address

City of Cody

Specifications for (1) New 2013 or Newer ¾ Ton 4X4 Pickup

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

A. GENERAL

YES **NO**

- | | | |
|---|-------|-------|
| 1. SIZE: Regular Cab, ¾ Ton, Four wheel drive, cab and chassis. | _____ | _____ |
| 2. EXTERIOR COLOR: Bright White. | _____ | _____ |
| 3. INTERIOR COLOR: Light Gray or neutral. | _____ | _____ |

B. ENGINE AND POWER TRAIN

- | | | |
|---|-------|-------|
| 1. ENGINE SIZE: V-8 gasoline powered engine of at least 5.4 liters. | _____ | _____ |
| 2. ENGINE BLOCK HEATER: Factory installed. | _____ | _____ |
| 3. TRANSMISSION: Heavy duty 4 speed automatic w/overdrive. | _____ | _____ |
| 4. DIFFERENTIAL: Limited slip. | _____ | _____ |
| 5. DIFFERENTIAL RATIO: Approximately 4:10. | _____ | _____ |

C. SUSPENSION & RUNNING GEAR

- | | | |
|---|-------|-------|
| 1. SUSPENSION: Heavy duty. | _____ | _____ |
| 2. BRAKES: Heavy duty four way Anti-Lock Brakes. | _____ | _____ |
| 3. WHEELS & TIRES: (5) full size wheels & All Season radial tires to meet the maximum G.V.W. rating of the vehicle being bid. | _____ | _____ |
| 4. WHEEL BASE: Minimum of 133.0 inches. | _____ | _____ |
| 5. STEERING: Factory installed power steering. | _____ | _____ |
| 6. FRONT TOW HOOKS: Factory installed. | _____ | _____ |
| 7. GROSS VEHICLE WEIGHT: Minimum G.V.W. of 9200 lbs. | _____ | _____ |

D. ELECTRICAL SYSTEM

- | | | |
|---|-------|-------|
| 1. BATTERY: Maintenance free heavy-duty with a min. of 600 CCA. | _____ | _____ |
| 2. ALTERNATOR: (12) volts, 100 amp minimum. | _____ | _____ |
| 3. GAUGES or INDICATORS: Factory installed to monitor alternator function, engine oil pressure and engine temp. | _____ | _____ |
| 4. TRAILER TOWING PACKAGE: w/Wiring harness. | _____ | _____ |

E. BODY & INTERIOR

YES NO

- 1. WINDSHIELD WIPERS: Multi-speed w/intermittent system. ___ ___
- 2. RADIO: AM/FM, CD w/ clock. ___ ___
- 3. LOCKS: Dealer to supply (2) sets of keys. ___ ___
- 4. STEERING WHEEL: Comfort tilt. ___ ___
- 5. MIRRORS: Dual outside rear view mirrors, mounted below eye level ___ ___
- 6. HEATER AND AIR CONDITIONER: Factory installed manual control. ___ ___
- 7. SEATS: Heavy duty cloth bench type seat ___ ___
- 8. FLOOR MATS: Heavy duty rubber, factory supplied ___ ___
- 9. GLASS: Solar Ray Tinted Windows ___ ___

F. MISCELLANEOUS

- 1. Full manufacturer’s standard warranty. ___ ___
- 2. Dealer order form showing all equipment being bid. ___ ___
- 3. The successful bidder shall also agree to provide all transportation and travel expenses from the City of Cody to the bidder’s place of business for all warranty work that the City may require on the vehicle. ___ ___
- 4. Upon delivery to the City, the vehicle will be fully equipped as specified, serviced, cleaned and ready to enter into service for the City of Cody. ___ ___

G. OPTIONAL TRADE-IN

1. The City of Cody may choose, at its sole discretion, to trade-in a **1999 Chevrolet 2500 Pickup W/Utility Box VIN 1GCGK29JXXF088790**. Trade-in shall be in “AS IS” condition at the time of the bid opening. This vehicle will be available for inspection at the City of Cody Vehicle Maintenance Garage **upon request** between the hours of 8:00 AM and 3:30 PM Monday through Friday. Bidder shall state the amount of allowance to be deducted from the bidder’s proposal on the attached Bid Proposal Form should the City of Cody select this option.

Minimum Specifications for Utility Body

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

	YES	NO
1. Harbor T56V or equivalent 98"long x 41 1/2" high x 15" deep.	_____	_____
2. COMPARTMENTS: Street side Front 34" vertical w/four drawers 28" wide x 12" deep, center 42" horizontal, rear 20" vertical w/2 adjustable shelves. Curb side doors, 34" vertical box w/2 adjustable shelves, center 42" horizontal, rear 20" vertical box w/ 2 adjustable shelves. Top: Stainless steel top openings, both sides, w/gas shock lid lifters front and rear.	_____	_____
3. LOCKS: Chrome 3 point twist handles w/locks keyed alike.	_____	_____
4. LIGHTS: Dome/compartment lights.	_____	_____
5. Bumper & Receiver hitch w/electrical trailer plug.	_____	_____
6. PAINT: Body painted same color as successful truck bidders.	_____	_____
7. LIGHTS: High mounted Stop/Turn/Tail mounted on rear of body.	_____	_____

MEETING DATE: AUGUST 20, 2013
DEPARTMENT: PUBLIC WORKS
PREPARED BY: STEPHEN PAYNE, PE
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____
PRESENTED BY: STEPHEN W. PAYNE, PE

AGENDA ITEM SUMMARY REPORT PROFESSIONAL SERVICES CONTRACT

ACTION:

Staff requests that the Mayor and Council award a professional services contract to Engineering Associates and authorizes the Mayor to sign a professional services contract with said firm. The contract has already been reviewed and approval by the City Attorney. The professional services contract will include the complete Design, Bid and Construction Observation and Administration duties associated with the planned improvements to the West Cooper Influent Sewer Replacement.

SUMMARY:

In the FY2012-2013 budget, the Council authorized the development of a Master Plan study of the sewer lagoons that was completed by Engineering Associates. The study outlined a Flow Diagram for anticipated work over the next several years. The diagram identified required improvements that are anticipated to cost \$8.5 million. A complete understanding of the existing and proposed facilities is a necessity to address the complexity and inter-related issues associated with these improvements. Engineering Associates (EA) performed the work to develop the Flow Diagram, prepared the Study Report, designed the existing WWTF and pump stations, and has worked closely with City of Cody personnel to develop the current vision approved by Council. EA is in a unique position to know how the projects outlined in the flow diagram must progress and the factors that may affect future decisions which the City must make while following this flow progression. While the study was comprehensive and outlined project improvements, it did not include plans and specifications.

FISCAL IMPACT

The Council authorized the expenditure of \$480,240 to complete the construction of a new sewer main on West Cooper Lane for fiscal year 2013-2014. The existing sewer main needs to be raised to enable new facilities to be constructed at the lagoons. The Professional Services Contract with EA is for the complete Design, Bid and Construction Observation and Administration duties associated with the planned improvements. The contract before the Council calls for cost reimbursement for time and materials, but for a "Not to Exceed" amount of \$60,000.

ALTERNATIVES

1. Award a professional services contract with Engineering Associates.

RECOMMENDATION

Staff recommends that the Mayor and Council award a professional services contract to Engineering Associates and authorizes the Mayor to sign a professional services contract with said firm. This would include all professional services for the Design, Bid and Construction Observation and Administration duties associated with improvements to the West Cooper Influent Sewer Replacement.

ATTACHMENTS

Contract

AGENDA & SUMMARY REPORT TO:

Rob Overfield, PE – Engineering Associates

AGENDA ITEM NO. _____

SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of xxx xx,2013 ("Effective Date") between CITY OF Job No. _____
CODY, WYOMING ("Owner") and ENGINEERING ASSOCIATES ("Engineer"). Owner's
Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
WEST COOPER LANE INFLUENT SEWER REPLACEMENT ("Project"). This project is also
referenced as Item 6 – Influent Sewers in the "Study of Sustainable Treatment Alternatives" completed by
Engineering Associates in March 2013.

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

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

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner in writing, or if required because of changes in the Project, which changes shall be authorized in writing by the Owner, Engineer shall furnish services in addition to those set forth above.
- B. Engineer shall complete its services within a reasonable time, or within the following specific time period: 10 months from the Effective Date of the Agreement.
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding 30 working days. The estimated costs for Resident Project Representative services during construction in this Agreement is based on 8 hours per day times 30 working days for construction. This time does not include construction administration. If the actual time to complete construction exceeds the number of days indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.
- B. *Failure to Make Payments.* If payments for Engineer's services are not made by the Owner, the Owner is responsible for all attorney fees, legal fees, court costs, collection agency costs, and interest as outlined in Paragraph 2.01.A of the Agreement.
- C. *Delivery of Documents.* The Engineer may withhold delivery of documents if the Owner has not made full payment for all services relating to preparation of the documents. See 5.01G.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of material failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a material failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.
 - Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.
 - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a material failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its material failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such material failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the

same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

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

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

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

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; ~~(3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer;~~ and (4) such limited license to Owner shall not create any rights in third parties.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting

from, or in any way related to the Project, and ~~(2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$20,000 or the total amount of compensation received by Engineer, whichever is greater.~~

- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

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

7.01 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
 1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.
 2. Engineer's Standard Hourly Rates are attached as Appendix 1.
 3. The total compensation for services and reimbursable expenses shall not exceed \$60,000.

7.02 *Additional Services*

- A. For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times current standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

7.03 Cost Modifications

- A. This agreement must be signed by both parties on or before xx xx, 2013 or Engineer reserves the right to adjust the payment amounts outlined in Paragraph 7.01.

Attachments: Appendix 1, Engineer's Standard Hourly Rates
Appendix 2, Engineer's Scope of Services
Figure 6-3, Potential New Influent Sewer System Plan

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

OWNER:

CITY OF CODY, WYOMING

ENGINEER:

ENGINEERING ASSOCIATES

Signed By: _____

Printed Name: Nancy Tia Brown

Title: Mayor

Date Signed: _____

Signed By: _____

Printed Name: Robert A. Overfield, PE

Title: Project Manager

Date Signed: _____

Professional License Number: WY 3962

Address for giving notices:

P.O. Drawer 2200

1338 Rumsey Avenue

Cody, Wyoming 82414

(307) 587-7511

Fax (307) 587-6532

Address for giving notices:

P.O. Box 1900

902 13th Street

Cody, Wyoming 82414

(307) 587-4911

Fax (307) 587-2596

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated xxx xx, 2013.

Engineer's Standard Hourly Rates

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 7.01 and 7.02, and are subject to annual review and adjustment.
3. The total compensation for services under Paragraph 7.01 shall not exceed \$60,000 based on the following estimated distribution of compensation:

Task 1 – Design	\$19,500
Task 2 - Bidding	\$10,500
Task 3 – Construction Administration	\$10,900
Task 4 - Resident Project Representative	<u>\$19,100</u>
TOTAL	\$60,000

B. *Schedule of Hourly Rates:*

	<u>Per Hour</u>	January 1, 2013
ENGINEERING SERVICES		
Engineer's Aide	\$ 51.00	
Resident Project Representative 1	\$ 61.00	
Resident Project Representative 2	\$ 66.00	
Resident Project Representative 3	\$ 72.00	
Resident Project Representative 4	\$ 78.00	
Technician 1	\$ 61.00	
Technician 2	\$ 66.00	
Technician 3	\$ 72.00	
Technician 4	\$ 78.00	
	<u>Per Hour</u>	
Engineer-in-Training 1	\$ 84.00	
Engineer-in-Training 2	\$ 90.00	
Engineer 1	\$100.00	

Engineer 2	\$110.00
Engineer 3	\$114.00
Engineer 4	\$122.00
Engineer 5	\$127.00

SURVEYING SERVICES

Surveyor's Aide	\$ 51.00
Survey Technician 1	\$ 61.00
Survey Technician 2	\$ 66.00
Survey Technician 3	\$ 71.00
Survey Technician 4	\$ 76.00
Land Surveyor-in-Training 1	\$ 84.00
Land Surveyor-in-Training 2	\$ 90.00
Land Surveyor 1	\$ 98.00
Land Surveyor 2	\$102.00
Land Surveyor 3	\$107.00
Land Surveyor 4	\$117.00

SUPPORT SERVICES

Administrative Assistant 1	\$ 49.00
Administrative Assistant 2	\$ 51.00
Administrative Assistant 3	\$ 56.00
Drafter 1	\$ 56.00
Drafter 2	\$ 61.00
Drafter 3	\$ 65.00
Drafter 4	\$ 69.00

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

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

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

EQUIPMENT CHARGES

Computer – CADD and Civil/GIS/Modeling Software	\$ 20.00 per hour
Survey - Total Station or Laser/Digital Level/Handheld GPS	\$ 10.00 per hour
Survey - Global Positioning System	\$ 50.00 per hour
Vehicle - All Terrain	\$ 10.00 per hour
Vehicle - Highway	\$ 0.85 per mile
Vehicle – Highway (in lieu of mileage charge)	\$ 30.00 per day

MISCELLANEOUS CHARGES

Commercial travel, meals, lodging, telephone, records, printing, and other vendor services will be charged at cost.

Subconsultant services will be charged at a rate of 1.10 times the billed rate.

COPYING AND ELECTRONIC SCANNING

Copies - 8 ½" x 11" and 8 ½" x 14"	\$ 0.10 Each
Copies - 11" x 17"	\$ 0.25 Each
Color Copies - 8 ½" x 11" and 8 ½" x 14"	\$ 1.50 Each
Color Copies - 11" x 17"	\$ 2.00 Each
Black and White Prints - Up to 24" x 36"	\$ 5.00 per Sheet
Color Prints - Up to 24" x 36"	\$ 10.00 per Sheet
Scanned Drawing to Electronic File	\$ 12.00 Each Drawing
Reduction/Enlargement/Exact Scale of Scanned Drawings	\$ 5.00 Each Drawing
CD for Electronic Files	\$ 5.00 Each
Other Reproducible Products (i.e. Mylar, Vellum)	Negotiated

TESTING

Density Testing	\$ 25.00 Each
Concrete Cylinder Break	\$ 22.00 Each
Concrete Cylinder Mold	\$ 3.00 Each
Asphalt or Concrete Cores	\$ 35.00 Each
Pressure Recorder	\$ 25.00 per day
Holiday Testing	\$ 25.00 per day
Adhesion Testing	\$ 25.00 per day
Dry Film Thickness Testing	\$ 50.00 per day
Turbimeter	\$ 50.00 per day
Current Velocity Meter and Datalogger	\$100.00 per day

SURVEYING MATERIALS

Stake, lath, hub, spike, nail & shiner	\$ 1.00 Each
Rebar (#5 x 24")	\$ 1.00 Each
Conduit (1/2" x 5' EMT)	\$ 3.00 Each
Paint (per can)	\$ 5.00 Each
Steel Fence Post	\$ 7.50 Each
Aerial Target	\$ 50.00 Each
Special Materials	Negotiated

SURVEYING MONUMENTS

1 ½", 2" and 2 ½" Aluminum Cap	\$ 8.00 Each
¾" Brass Cap and Rod	\$ 50.00 Each
3 ½" Brass Tablet	\$ 50.00 Each
3 ¼" WYDOT Markers	\$ 80.00 Each
Monument Box	\$100.00 Each

This is **Appendix 2, Engineer's Services**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated xxx xx, 2013.

Engineer's Services

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

Task 1 – Design

1. Conduct initial meeting with City staff.
2. Contact Wyoming One-Call to request utility locates.
3. Collect field survey data including, topographical features, site features, road right-of-way monuments, and utility depth information.
4. Create plan and profile sheets from field data using City of Cody datum.
5. Review existing utility alignments (horizontal and vertical) to determine available location for new sewerline.
6. Review location of existing and proposed manholes.
7. Provide design report summarizing pipe materials, pipe flow capacity, and manhole locations.
8. Prepare DEQ permit application.
9. Create construction drawings and specifications for sewerline installation and associated project construction, including details.
10. Prepare Project Manual, including City of Cody standard specifications and EJCDC front end documents.
11. Prepare Engineer's opinion of probable construction costs.
12. Provide RPR review of construction drawings and specifications.
13. Provide three (3) plan/specification sets to the City for review. Incorporate any modifications required by the City's review.
14. Conduct 10%, 50%, and 90% design review meetings with City staff.

Task 2 – Bidding

1. Prepare advertisement for bids. Publishing fees paid by City.
2. Make construction drawings and project manual available to plan rooms and bidders.
3. Conduct bid administration, including conducting a pre-bid meeting and preparation of minutes. Prepare and distribute addenda as needed.
4. Conduct bid opening, prepare bid tabulation, review submitted bids, and provide bid award recommendation.

Task 3 – Construction Administration

1. Prepare contract documents for the project and distribute accordingly.
2. Conduct pre-construction meeting with contractor, City, and other stakeholders.
3. Perform construction administration, including shop drawing review, construction staking, weekly field reports, pay estimates, and change orders.
4. Respond to field questions from RPR and/or contractor and provide written clarification if needed.
5. Conduct substantial completion walk-through and prepare punchlist. Verify final completion of punchlist items.
6. Prepare record drawings and closeout documents.
7. Schedule 11-month warranty inspection walk through.

Task 4 – Resident Project Representative (RPR)

1. Attend the pre-construction meeting.
2. Provide 8 hours per day, or as needed, of RPR services on the project. Based on 30 working days for construction.
3. Coordinate communication between Contractor, Engineer, and City.
4. Record field changes for use in preparing record drawings.
5. Verify shop drawing approvals against materials delivered to field and compliance with the construction drawings and specifications,
6. Prepare daily field reports (distributed weekly) and track pay item quantities used.
7. Oversee and document pipe pressure testing.
8. Provide density testing for backfill, subgrade, crushed base and asphalt, either by wheel rolling or using a nuclear gauge. Perform concrete testing and collect samples as needed to document compliance with specifications.
8. Attend substantial completion walk-through and assist in preparation of punchlist. Review project for final completion of punchlist items.

No legal descriptions, exhibits, or other easement work is included in these services. It is assumed all work will be conducted within the right-of-way or on City property.

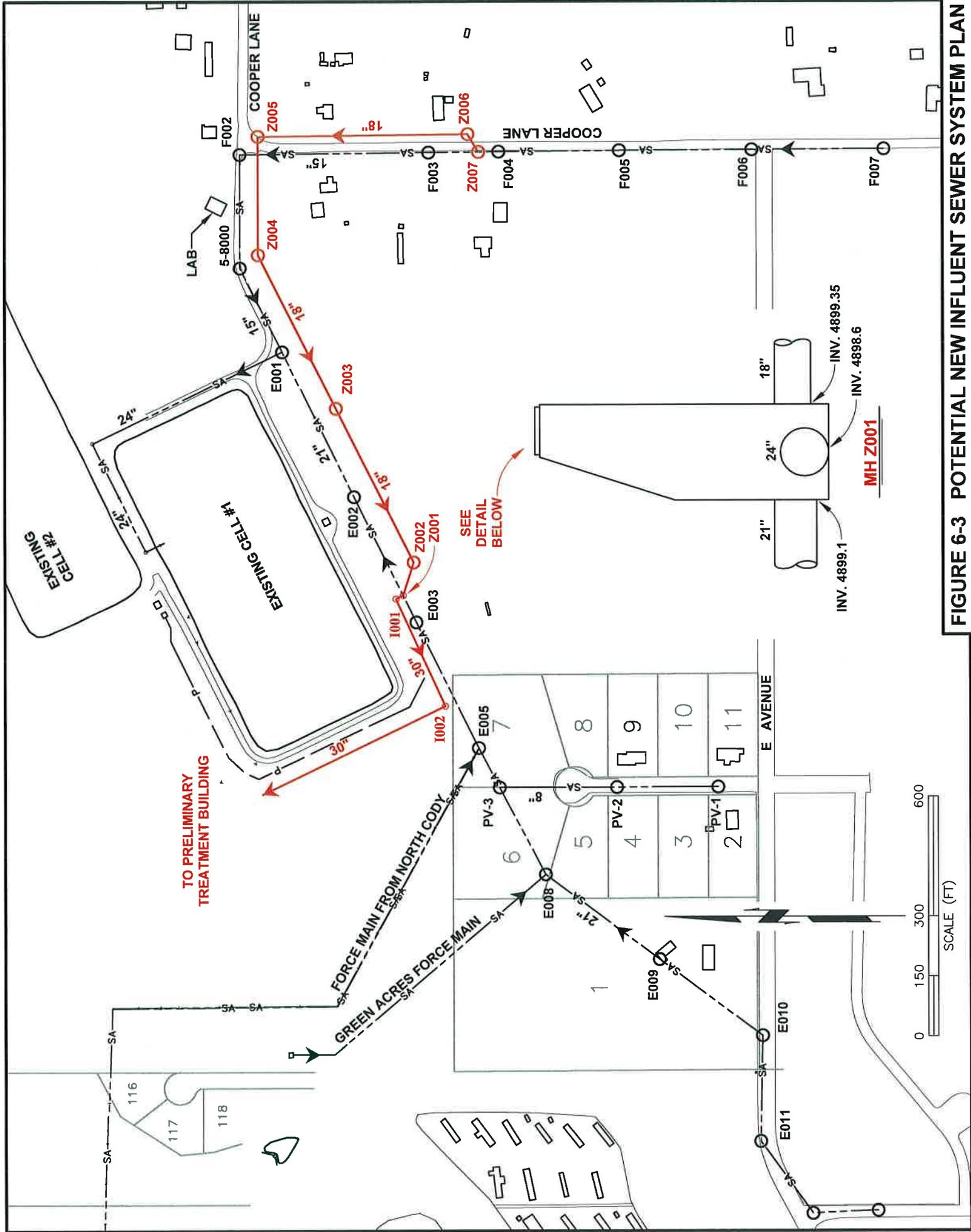


FIGURE 6-3 POTENTIAL NEW INFLUENT SEWER SYSTEM PLAN

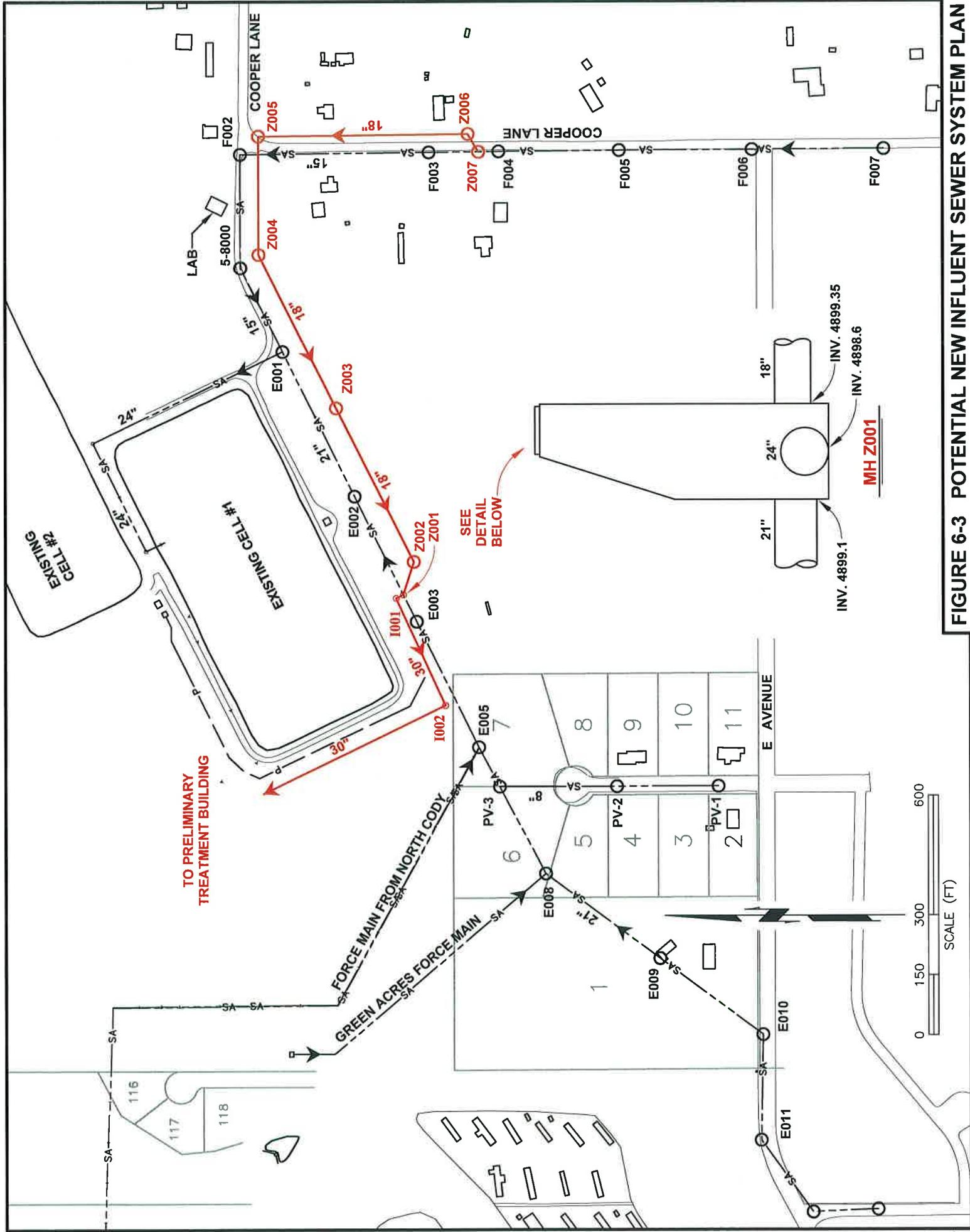


FIGURE 6-3 POTENTIAL NEW INFLUENT SEWER SYSTEM PLAN

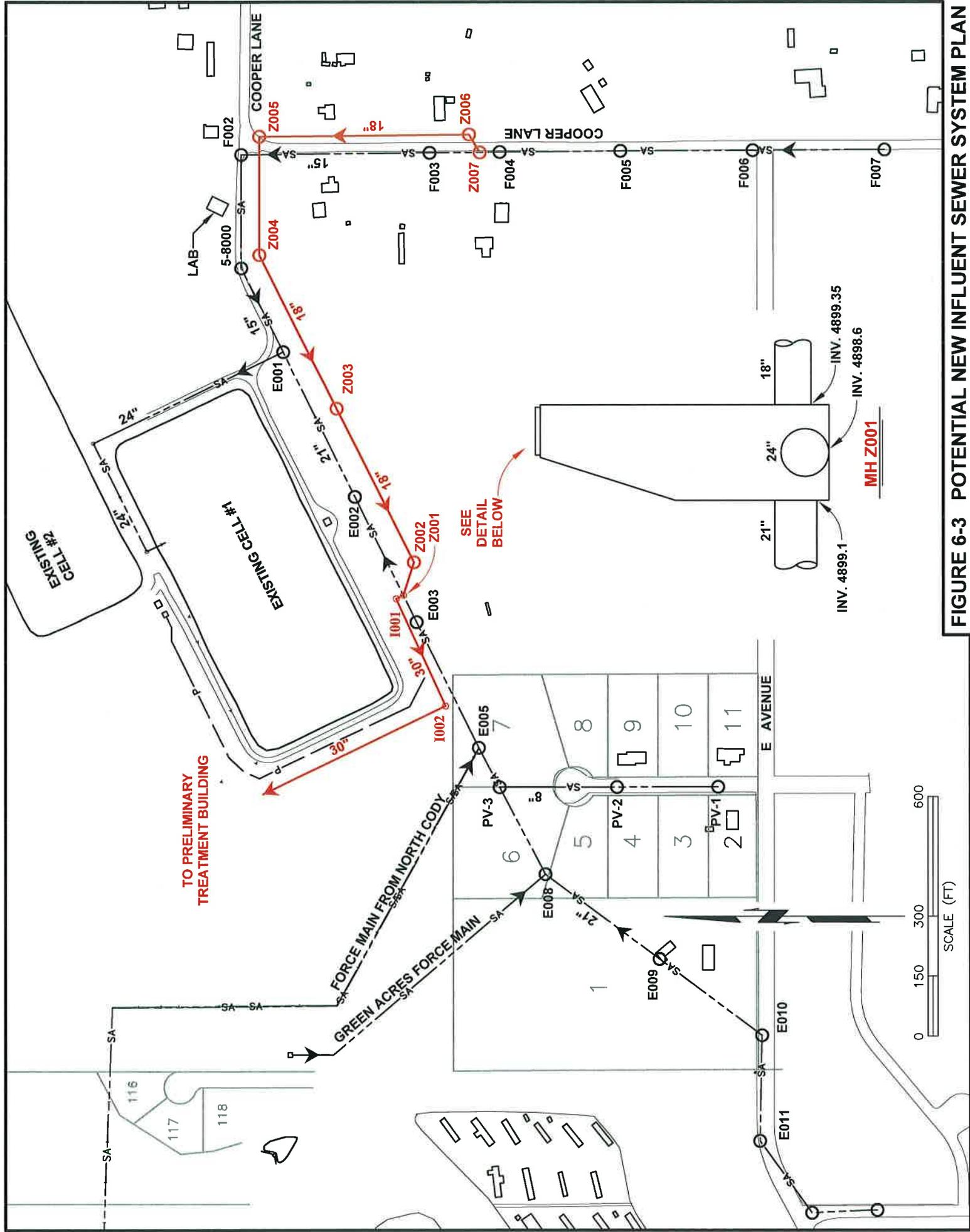


FIGURE 6-3 POTENTIAL NEW INFLUENT SEWER SYSTEM PLAN

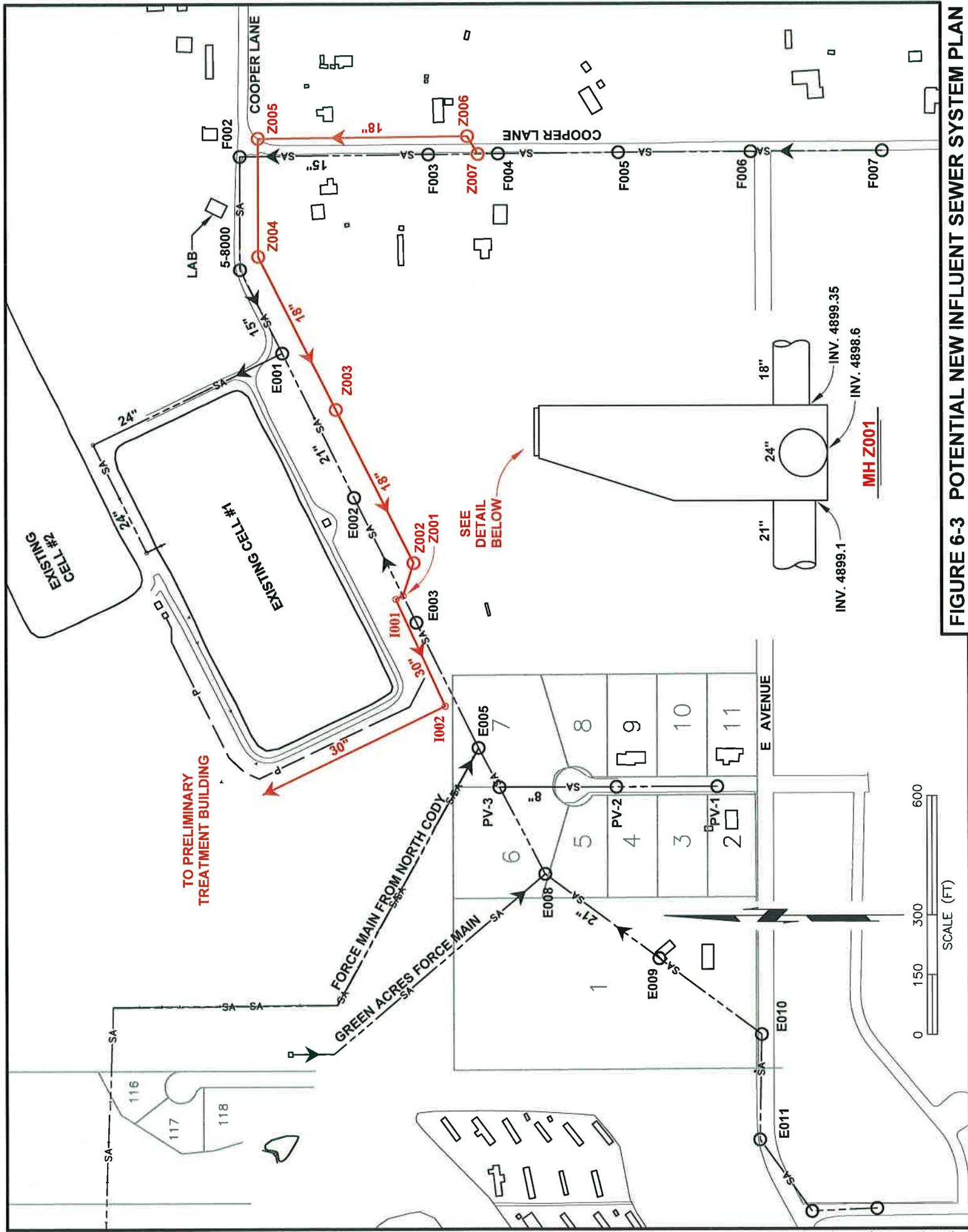


FIGURE 6-3 POTENTIAL NEW INFLUENT SEWER SYSTEM PLAN

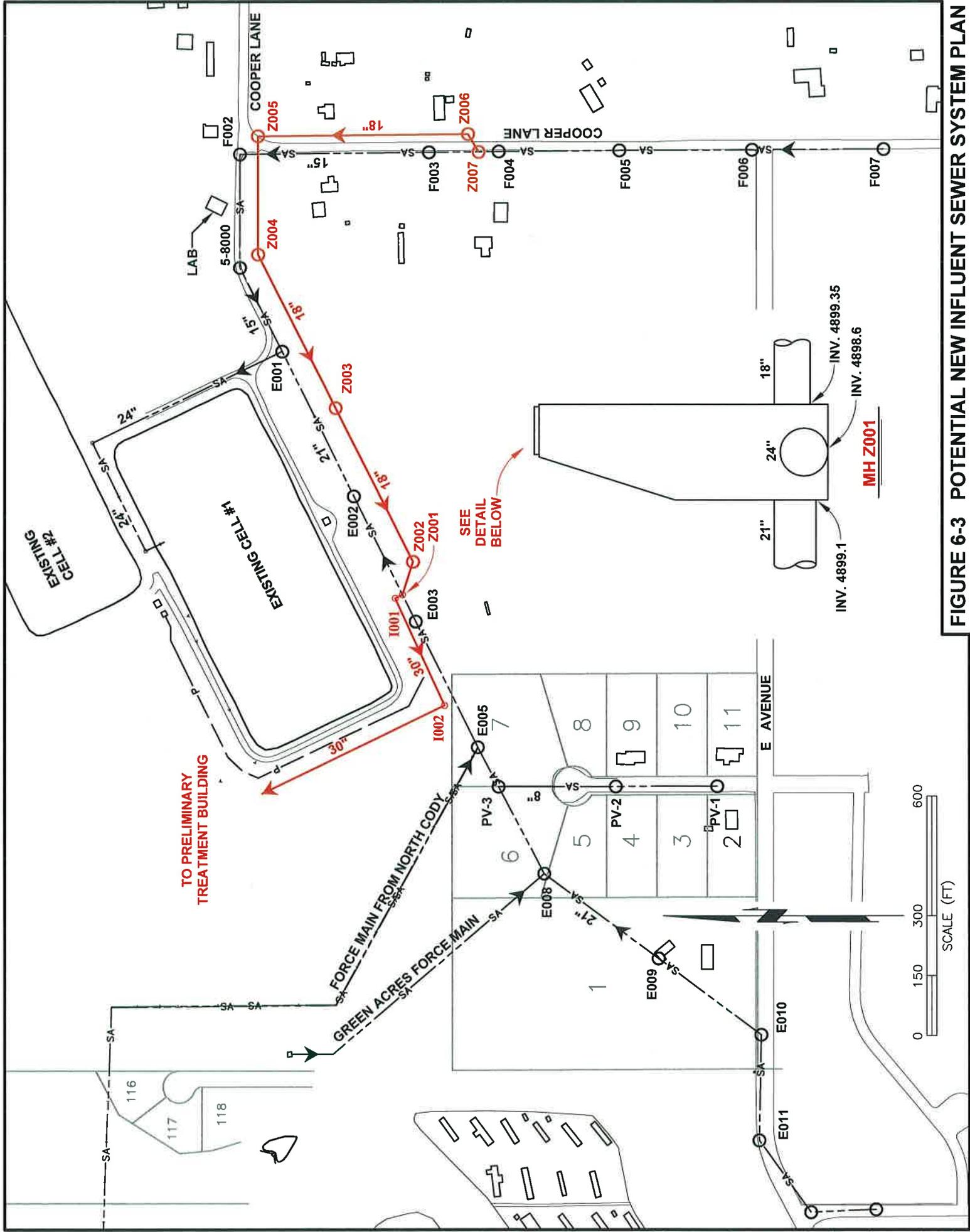


FIGURE 6-3 POTENTIAL NEW INFLUENT SEWER SYSTEM PLAN

MEETING DATE:	AUGUST 20, 2013
DEPARTMENT:	CITY PLANNER
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____
PRESENTED BY:	TODD STOWELL

AGENDA ITEM SUMMARY REPORT **Holm View Addition No. 5 Preliminary Plat**

ACTION TO BE TAKEN

Approve the Preliminary Plat of the Holm View Addition No. 5, a 16-lot subdivision located west of 33rd Street and east of Sunset Elementary.

SUMMARY

Holm View Addition, L.C. has submitted a preliminary plat application for a sixteen-lot subdivision known as Holm View Addition No. 5. The property is currently vacant and located directly east of the Sunset Elementary School and west of 33rd Street. The property is five acres in size and is proposed to be divided into lot sizes ranging from 8,914 to 19,258 square feet, with most of the lots in the 9,000 to 13,000 sq. ft. range. The preliminary plat drawing is attached.

At the August 13, 2013 meeting, the Planning, Zoning, and Adjustment Board (Board) reviewed the application and recommended that Council approve the preliminary plat subject to the conditions listed below. With the recommendation for approval, the Board recommended that Council grant variances to the following:

1. A variance for a deviation from the City of Cody's Master Street Plan alignment (to allow subdivision approval without extending Sandbak Avenue west along the south side of the subdivision).
2. A variance for subdivision approval without alleys.
3. A variance to allow a cul-de-sac street longer than 500 feet (560 feet).
4. A variance to allow the street cross section shown, but with a 34-foot wide asphalt surface.

The Board made findings relating to why they believe the variances are justified—finding that the variances will make a greater contribution to the intent and purpose of the subdivision title. More specifically, the Board found that variances to the alley and Master Street Plan alignment requirements are justified by the current situation with the school to the west and church to the south; that the proposed street cross section conforms to the proposed master street plan cross section for residential streets currently being considered by the City; and that the 560-foot long cul-de-sac length as proposed is acceptable based on the limited number of lots served and their use being limited to single family dwellings (duplexes would typically be an option).

The recommended conditions of approval are as follows:

(Note: All Items of #1 and #2 have been completed.)

1. Prior to consideration of the preliminary plat by the City Council, make the following modifications to the drawing:

AGENDA ITEM NO. _____

- a. Modify Note 3 and the building envelopes on Lots 1-4 to reflect a 26-foot setback instead of 22.
 - b. Add a note to reflect the additional variance from compliance with street alignment of the street master plan.
 - c. We recommend that the drawing indicate that the proposed 10'-wide utility easement across Lot 16 is for the benefit of Lot 15 (not for public utility use). The portion of that easement that contains the sewer and water mains can be a general utility easement. Also, label those sewer and water lines as service lines, to differentiate them from the public mains.
 - d. Label the new waterline as "Proposed 8-inch waterline".
 - e. The name "Owens Court" is not in conformance with street naming protocol. The street name options are still under review, but likely the name "Owens Avenue" will continue the full length of the street even with the bend. Modify the street name as needed.
2. The street cross section shall be modified to provide a 34-foot wide asphalt surface.
 3. The current alley cut on 33rd Street is to be replaced with standard curb, gutter and sidewalk to match adjoining improvements.
 4. Plans for all subdivision improvements shall be submitted for review with the final plat application, in compliance with all provisions of City of Cody Code, except as modified by the preliminary plat approval.
 5. The final plat application shall otherwise contain and comply with the City subdivision ordinance.
 6. *If the variance for cul-de-sac length is based on a limited number of dwelling units, add a note that reflects the limitation (per P&Z discussion). All lots served by the cul-de-sac to be single-family only.*
 7. Include a signage plan with the street plan.
 8. Include the restriction of single family development on all lots except Lots 8, 9, 15, & 16.

For a more detailed background and analysis of the proposal, refer to the attached staff report to the Planning and Zoning Board. The Planning and Zoning Board recommendation closely followed the staff recommendation.

ATTACHMENTS:

Preliminary Plat, with updates per Conditions 1 and 2.
Staff Report to P&Z.

ALTERNATIVES:

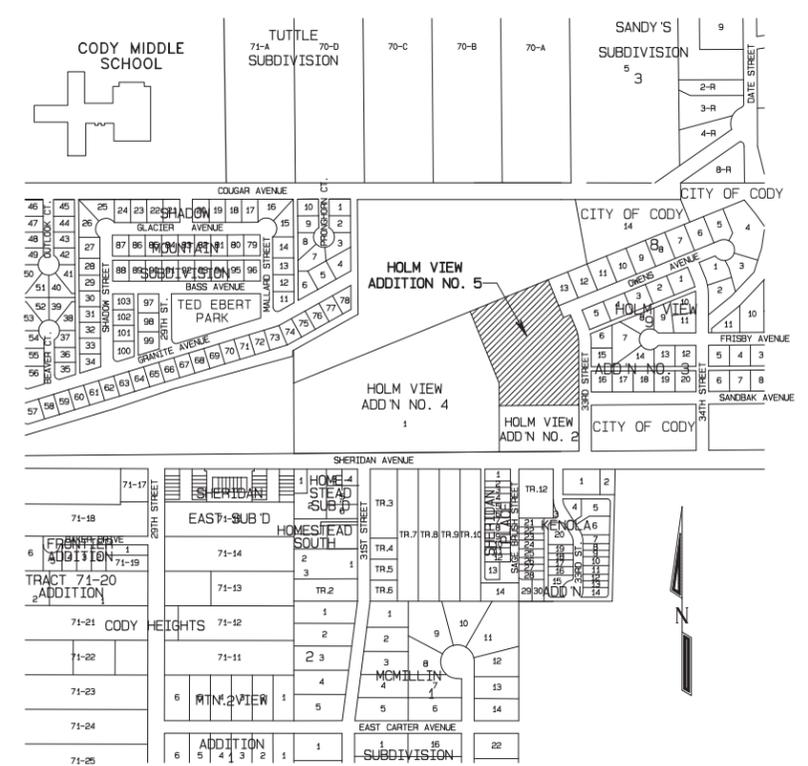
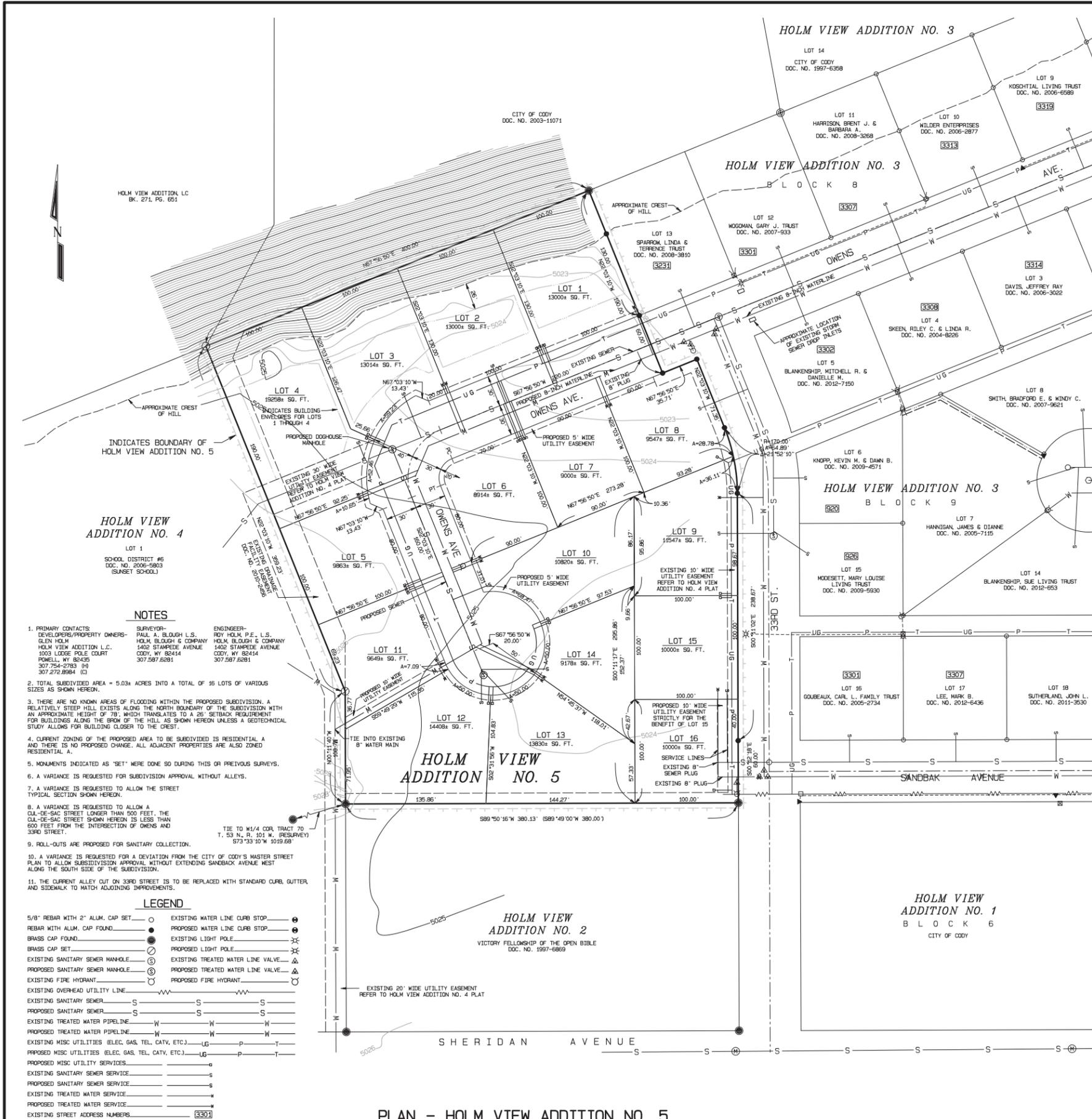
Approve or deny all or part of the requested variances, and approve or deny the preliminary plat.

RECOMMENDATION:

The Planning and Zoning Board recommends approval of the preliminary plat with the variances and conditions noted.

AGENDA & SUMMARY REPORT TO:

Roy Holm

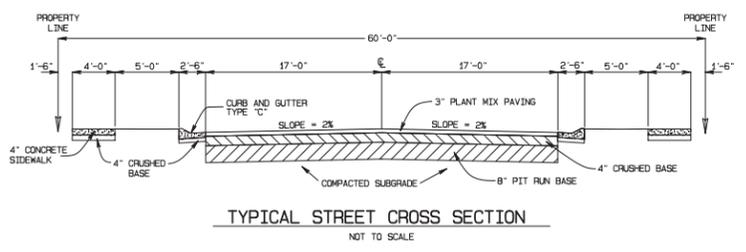


VICINITY MAP
SCALE: 1" = 400'

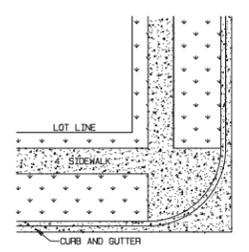
EXISTING UTILITIES INFORMATION

NOTES:
1. ALL UTILITIES SHOWN IN PLAN VIEW ARE FROM SURFACE LOCATES ONLY.

UTILITY/SERVICE	PROVIDER	SIZE/TYPE	APPROX. DEPTH	CONTACT INFORMATION
TREATED WATER MAIN EXTENSION	CITY OF CODY	8" PVC	6' ± 1'	KEITH VILES, SUPERINTENDENT 119 19TH STREET CODY, WY 82414 307.587.2958
TREATED WATER SERVICE	CITY OF CODY	MULTIPLE 3/4" COPPER	6' ± 1'	
SANITARY SEWER	CITY OF CODY	8" PVC	6' ± 1'	KEITH VILES, SUPERINTENDENT 119 19TH STREET CODY, WY 82414 307.587.2958
SANITARY SEWER SERVICE	CITY OF CODY	4" PVC	6' ± 1'	
ELECTRICAL MAIN	CITY OF CODY	SINGLE PHASE	BURIED 3' ± 1'	BURT POND 1338 RUMSEY AVENUE CODY, WY 82414 307.527.7511
ELECTRICAL SERVICE	CITY OF CODY	SINGLE PHASE	3' ± 1'	
NATURAL GAS MAIN	ENERGY WEST	-----	2' ± 1'	LYNN THOMAS 2320 MOUNTAIN VIEW DRIVE CODY, WY 82414 307.587.4281
NATURAL GAS SERVICE	ENERGY WEST	-----	2' ± 1'	
CABLE TV	OPTIMUM COMMUNICATION	COPPER CABLE	3' ± 1'	DAN HIGGINS 2432 SHERIDAN AVE. CODY, WY 82414 877.273.7626
TELEPHONE	CENTURY LINK	COPPER WIRE	3' ± 1'	TERRY FERRUZZA 614 14TH ST CODY, WY 82414 307.587.7159
??? FIBER OPTIC	TCT	FIBER OPTIC	3' ± 1'	TCT, CODY 6501 SOUTH PARK CODY, WY 82414 307.587.3800



TYPICAL STREET CROSS SECTION
NOT TO SCALE



TYPICAL SIDEWALK LAYOUT
NOT TO SCALE

HOLM VIEW ADDITION, L.C.
CODY, WYOMING
PRELIMINARY PLAT SHOWING
HOLM VIEW ADDITION NO. 5
BEING LOT 2 OF
HOLM VIEW ADDITION NO. 4
CITY OF CODY, WYOMING



HOLM, BLOUGH AND COMPANY
Consulting Engineers & Land Surveyors
1402 Stampe Avenue
Cody, Wyoming 82414

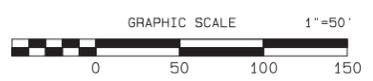
S:\J085\2013\13-025\13-025 PRELIM.plt

- NOTES**
- PRIMARY CONTACTS: SURVEYOR- PAUL A. BLOUGH L.S. ENGINEER- RYAN HOLM P.E. L.S. HOLM, BLOUGH & COMPANY 1402 STAMPE AVENUE CODY, WY 82414 307.587.6281
 - TOTAL SUBDIVIDED AREA = 5.03± ACRES INTO A TOTAL OF 16 LOTS OF VARIOUS SIZES AS SHOWN HEREON.
 - THERE ARE NO KNOWN AREAS OF FLOODING WITHIN THE PROPOSED SUBDIVISION. A RELATIVELY STEEP HILL EXISTS ALONG THE NORTH BOUNDARY OF THE SUBDIVISION WITH AN APPROXIMATE HEIGHT OF 78', WHICH TRANSLATES TO A 26' SETBACK REQUIREMENT FOR BUILDINGS ALONG THE BROW OF THE HILL, AS SHOWN HEREON UNLESS A GEOTECHNICAL STUDY ALLOWS FOR BUILDING CLOSER TO THE CREST.
 - CURRENT ZONING OF THE PROPOSED AREA TO BE SUBDIVIDED IS RESIDENTIAL A AND THERE IS NO PROPOSED CHANGE. ALL ADJACENT PROPERTIES ARE ALSO ZONED RESIDENTIAL A.
 - MONUMENTS INDICATED AS "SET" WERE DONE SO DURING THIS OR PREVIOUS SURVEYS.
 - A VARIANCE IS REQUESTED FOR SUBDIVISION APPROVAL WITHOUT ALLEYS.
 - A VARIANCE IS REQUESTED TO ALLOW THE STREET TYPICAL SECTION SHOWN HEREON.
 - A VARIANCE IS REQUESTED TO ALLOW A CUL-DE-SAC STREET LONGER THAN 500 FEET, THE CUL-DE-SAC STREET SHOWN HEREON IS LESS THAN 600 FEET FROM THE INTERSECTION OF OWENS AND 33RD STREET.
 - ROLL-OUTS ARE PROPOSED FOR SANITARY COLLECTION.
 - A VARIANCE IS REQUESTED FOR A DEVIATION FROM THE CITY OF CODY'S MASTER STREET PLAN TO ALLOW SUBDIVISION APPROVAL WITHOUT EXTENDING SANDBAK AVENUE WEST ALONG THE SOUTH SIDE OF THE SUBDIVISION.
 - THE CURRENT ALLEY OUT ON 33RD STREET IS TO BE REPLACED WITH STANDARD CURB, GUTTER AND SIDEWALK TO MATCH ADJOINING IMPROVEMENTS.

LEGEND

- 5/8" REBAR WITH 2" ALUM. CAP SET
- REBAR WITH ALUM. CAP FOUND
- BRASS CAP FOUND
- BRASS CAP SET
- EXISTING SANITARY SEWER MANHOLE
- PROPOSED SANITARY SEWER MANHOLE
- EXISTING FIRE HYDRANT
- EXISTING OVERHEAD UTILITY LINE
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- EXISTING TREATED WATER PIPELINE
- PROPOSED TREATED WATER PIPELINE
- EXISTING MISC UTILITIES (ELEC. GAS, TEL. CATV, ETC.)
- PROPOSED MISC UTILITIES (ELEC. GAS, TEL. CATV, ETC.)
- PROPOSED MISC UTILITY SERVICES
- EXISTING SANITARY SEWER SERVICE
- PROPOSED SANITARY SEWER SERVICE
- EXISTING TREATED WATER SERVICE
- PROPOSED TREATED WATER SERVICE
- EXISTING STREET ADDRESS NUMBERS

PLAN - HOLM VIEW ADDITION NO. 5



REVISION	DATE
ORIGINAL	18-JUNE-2013
MODIFY NOTES	22-JULY-2013
STAFF REPORT CHANGES	15-AUG-2013

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

MEETING DATE:	AUGUST 13, 2013	TYPE OF ACTION NEEDED	
AGENDA ITEM:		P&Z BOARD APPROVAL:	
SUBJECT:	PRELIMINARY PLAT OF HOLM VIEW ADDITION No. 5— A 16-LOT SUBDIVISION. SUB 2013-06	RECOMMENDATION TO COUNCIL:	X
PREPARED BY:	TODD STOWELL, CITY PLANNER	DISCUSSION ONLY:	

PROJECT OVERVIEW

Holm View Addition, L.C. has submitted a preliminary plat application for a sixteen-lot subdivision known as Holm View Addition No. 5. The property is currently vacant and located directly east of the Sunset Elementary School and west of 33rd Street. The property is five acres in size and is proposed to be divided into lot sizes ranging from 8,914 to 19,258 square feet, with most of the lots in the 9000 to 13,000 sq. ft. range. The preliminary plat drawing is attached.

The property is zoned Residential A, which would allow single-family or duplex development on the proposed lots. The applicant intends this to be a single-family subdivision.

Subject Property:





SUBDIVISION REGULATIONS

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

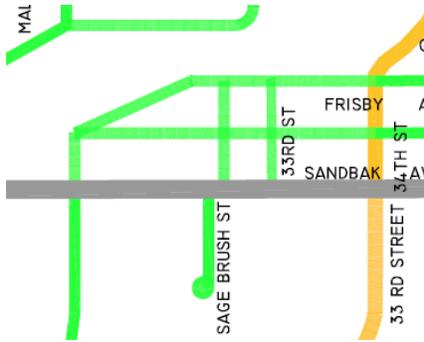
11-4-2: STREETS, ALLEYS AND EASEMENTS:

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

Comment: The proposed street is an extension of Owen Avenue. No alleys are proposed.

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

Comment: The original plan for the Holm View development included a street along the south side of this property that would also serve lots to the south and west, where a church and middle school are now located. That plan, presented in 1996, was reflected in the 1997 master plan, as shown below.



However, the current situation does not necessitate a street in this location (West extension of Sandbak Avenue), due to the school and church. A variance from strict conformance with street alignment in the street master plan is requested, as it relates to the west extension of Sandbak Avenue.

Owen Avenue is classified as a residential access street, which would typically be 42' 8" wide—asphalt width, within a 60-foot right-of-way. A variance to the standard residential street cross section is requested. The proposed street size reflects the street cross section used in Holm View Addition No. 3 for Owen Avenue, which has a 32' wide asphalt width, with curb, gutter, and detached sidewalks. The proposed street cross section actually matches the proposed cross section in the draft master plan for residential access streets, with the exception of the asphalt width being two feet narrower. Staff would prefer that the proposed street be widened two feet to match the street cross section of the draft master plan.

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

Comment: No street jogs would result.

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

Comment: The street is positioned to best utilize the flat portion of the property for development.

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

Comment: Met.

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

Comment: Met. The proposed street is a cul-de-sac. A "No Outlet" or "Dead End" sign should be installed to further alert drivers.

G. Cul-De-Sacs: Cul-de-sacs shall be permitted, providing they are no longer than five hundred feet (500'), including the area at the end of said cul-de-sac; and further providing, that the property line to property line diameter of the cul-de-sac be at least one hundred feet (100'). Design specifications for curb, gutter, sidewalk and distance

from property line to sidewalk shall be in accordance with the typical section of a "residential street", as defined by the master street plan. Surface drainage shall be towards the intersecting streets whenever possible, but may be out of the cul-de-sac through a drainage easement as a last alternative.

Comment: The proposed cul-de-sac is approximately 560 feet long to the end of the cul-de-sac, and a variance is requested for the additional length. Planning staff is not so concerned with additional length on a cul-de-sac provided the number of dwelling units served is not excessive—for example a 600-foot cul-de-sac serving 14 single-family lots is less of an issue than a 600-foot cul-de-sac serving 50 apartments. If the lots are developed as single-family units, then the cul-de-sac would serve 13 or 14 dwellings. Duplexes on each lot would result in 28 units, yet the applicant intends for these lots to be used for single-family houses. The combination of single-family houses and the relatively short amount beyond the 500-foot standard lend to a favorable view of the request. The Planning and Zoning board could condition the variance on the lots utilizing the cul-de-sac being developed for single-family dwellings only.

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

Comment: Cul-de-sacs are the exception.

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

Comment: Not applicable.

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

Comment: Not applicable.

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

	<i>Minimum Right Of Way Width</i>	<i>Minimum Grade</i>	<i>Maximum Grade</i>
<i>Residential street</i>	<i>60 feet</i>	<i>0 .3 percent</i>	<i>7 .0 percent</i>

Comment: The right-of-way width is provided. Grade will be verified with the street design.

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

<i>Arterial, collector and</i>	<i>15 times the algebraic difference in the rate of grade</i>
--------------------------------	---

<i>residential streets</i>	
<i>Marginal streets and alleys</i>	$7^{1/2}$ times the algebraic difference in the rate of grade

Comment: Appears to be met—can only verify with street plans, which are not required until final plat submittal.

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

<i>Arterial street</i>	<i>300 feet</i>
<i>Collector street</i>	<i>200 feet</i>
<i>Residential street</i>	<i>200 feet</i>
<i>Marginal street</i>	<i>100 feet</i>

Comment: Interpreted to be met, based on Owens Avenue and Owens Court meeting at an "intersection" rather than on a curve.

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

<i>Arterial street</i>	<i>300 feet</i>
<i>Collector street</i>	<i>300 feet</i>
<i>Residential street</i>	<i>200 feet</i>
<i>Marginal street</i>	<i>100 feet</i>

These are absolute minimums, greater dimensions will be encouraged in the interest of public safety.

Comment: If the intersection of Owens Avenue and Owens Court meet is considered an intersection, then this standard would not apply. If it is considered a curve, it only has a 50-foot centerline radius, so apparently a variance would be needed.

O. Streets With Interior Angles: ...

Comment: Not applicable.

P. Alleys: Alleys shall be required in all subdivisions with the minimum width being twenty feet (20'), unless extreme conditions preclude the feasibility of alleys. A variance of up to four feet (4') may be granted by the commission and council in a residential development if setbacks are provided for utility boxes, garbage cans, etc. Alleys shall be constructed with a minimum of six inches (6") of crushed aggregate base course for the

finished surface. The specification for the gradation of the crushed aggregate base course may be obtained from the city engineer.

Comment: The applicant requests a variance from the alley requirement. Alleys are typically for utilities and garbage collection. In this case, roll-out garbage collection is used in the adjacent residential areas and utilities are along the streets.

Q. Curb, Gutter, Sidewalk, Paved Streets: Curb, gutter, sidewalk and paved streets shall be required in all proposed subdivisions unless waived in accordance with criteria set out in subsection 11-5-2B of this title by the planning, zoning and adjustment board, and the city council. All waivers of curb, gutter and sidewalks shall require acknowledgment by the developer on the final plat that future improvement districts for the development of curb, gutter and sidewalks shall be supported by future owners of the lots and be so noted on the final plat. The developer shall be responsible for demonstrating to the city that the grades and location of the proposed improvements shall be compatible with all future development in the area.

Comment: Curb, gutter, and sidewalk exist along the 33rd Street frontage of the project. The new internal street will be provided with curb, gutter, and sidewalk.

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

Comment: See discussion in Item "B". A variance to the typical street cross section is requested.

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

Comment: No new valley gutters are proposed.

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

Comment: The subdivision proposes to discharge storm water into the existing City storm sewer system by running the storm water down Owens Avenue to the storm drop inlets on the east side of the 33rd Street intersection. The system has the capacity to accommodate this subdivision. The length of the gutter flow is longer than normally

accepted, but the Public Works Director does not deem it critical that additional drop inlets be installed as it would involve ripping up over 100 feet of existing street.

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

- 1. Lots shall be sized to meet the requirements of the appropriate zoning.*
- 2. Every lot shall abut upon or have access to an approved street or an approved cul-de-sac.*
- 3. Side lot lines shall be at approximate right angles to the street line on which the lot faces.*
- 4. Strip lots established with the intent of restricting access to streets or alleys will be prohibited.*

Comment: Met.

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

Comment: Met.

OTHER:

1. Section 11-5-1, DEVELOPMENT AND IMPROVEMENT also includes standards for construction, most of which relate directly to the construction plans that are reviewed with the final plat. However, it also includes the Public Use Area requirement as follows:

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

Comment: A 2.53 acre parcel of land along Sheridan Avenue was conveyed to the city with Holm View Addition No. 1, which was intended to meet the requirement for all phases of the Holm View Addition development.

2. Hillside Setback.

Under the building code, there is a setback from hillsides. A setback of 1/3 the height of the hillside, but not to exceed 40' is presently required as a "default" setback. A reduced setback may be granted by the building official if geotechnical analysis justifies. No analysis has been provided at this time. The preliminary plat indicates a 22-foot setback from the hillside (see also Note 3 on the preliminary plat). Staff calculations indicate the hillside to be approximately 78' high, which would require a 26-foot setback. Staff recommends that the preliminary plat reflect the 26-foot setback as the "default". This leaves Lot 1 with only a 28 to 36-foot deep building envelope, which is relatively shallow but adequate.

3. Irrigation Water: The historical irrigation ditch to this property has been eliminated across the Sunset Elementary property, so development of an irrigation system to utilize any irrigation water rights would be difficult. The applicant intends to transfer the irrigation water rights to the City.

4. Recapture Agreement: When Sunset Elementary was built, it extended an 8-inch sewer line and 3-phase power from the 33rd Street and Owens Avenue intersection to the school site, across the property now under consideration for subdivision. A "Recapture Agreement" (a.k.a. latecomer's agreement) was established for those improvements. As a result, this subdivision is responsible for payment of \$10,250 for the sewer extension and \$21,200 for the electrical extension, payable at the earlier of the following: "a) any conveyance, transfer, or sale of any interest in or portion of the described properties, or b) approval of any subdivision or subdivision plat and (i) the sale of the first lot, or (ii) the conveyance, transfer or sale of any interest in the described properties." The funds are collected by the City and remitted to the Wyoming School Facilities Commission. A copy of the agreement is on file for anyone that wishes to review it further.

5. Required Findings for Subdivision Variance:

The criteria of 11-5-2(B) for granting a variance are as follows:

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

A list of conditions has been prepared based on the requested variances being granted. If any of the requested variances are not granted to the extent noted, additional conditions may be needed.

RECOMMENDED MOTION:

Recommend that the City Council approve the preliminary plat for Holm View Addition No. 5 and all accompanying variances subject to the following conditions:

1. Prior to consideration of the preliminary plat by the City Council, make the following modifications to the drawing:
 - a. Modify Note 3 and the building envelopes on Lots 1-4 to reflect a 26-foot setback instead of 22.
 - b. Add a note to reflect the additional variance from compliance with street alignment of the street master plan.

- c. We recommend that the drawing indicate that the proposed 10'-wide utility easement across Lot 16 is for the benefit of Lot 15 (not for public utility use). The portion of that easement that contains the sewer and water mains can be a general utility easement. Also, label those sewer and water lines as service lines, to differentiate them from the public mains.
 - d. Label the new waterline as "Proposed 8-inch waterline" and the existing water line as "Existing 8-inch waterline".
 - e. The name "Owens Court" is not in conformance with street naming protocol. The street name options are still under review, but likely the name "Owens Avenue" will continue the full length of the street even with the bend. Modify the street name as needed.
2. The street cross section shall be modified to provide a 34-foot wide asphalt surface.
 3. The current alley cut on 33rd Street is to be replaced with standard curb, gutter and sidewalk to match adjoining improvements.
 4. Plans for all subdivision improvements shall be submitted for review with the final plat application, in compliance with all provisions of City of Cody Code, except as modified by the preliminary plat approval.
 5. The final plat application shall otherwise contain and comply with the City subdivision ordinance.
 6. If the variance for cul-de-sac length is based on a limited number of dwelling units, add a note that reflects the limitation (per P&Z discussion).
 7. Include a signage plan with the street plan.

ATTACHMENTS:

Application
Preliminary Plat

MEETING DATE: AUGUST 20, 2013
DEPARTMENT: CITY PLANNER
PREPARED BY: TODD STOWELL, AICP
CITY ADM. APPROVAL: _____
PRESENTED BY: TODD STOWELL

AGENDA ITEM SUMMARY REPORT

ENCROACHMENT LICENSE WITH WNT L.L.C. FOR IMPROVEMENTS WITHIN THE 11TH STREET PUBLIC RIGHT OF WAY

ACTION:

WNT L.L.C., as owner of the property at 1057 Sheridan Avenue, requests that the City enter into an Agreement for Encroachment License to permit construction of an outdoor dining area within the 11th Street public right-of-way.

SUMMARY:

Millstone Pizza as operator and WNT L.L.C. as owner would like to construct a 64-foot by 16-foot outdoor seating area off the east side of the Millstone Pizza building (former library). The structure would be constructed of wood posts with a corrugated rusted metal roof. A stone planter will enclose the lower portion of the seating area and a concrete pad will form the floor surface. Approximately 4'8" of the sixteen foot width and 54 feet of the 64-foot length encroaches onto the 11th Street public right-of-way. The site plan is attached.

A survey has not been provided . The amount of encroachment based on the City GIS aerial maps and staff measurements of the right-of-way appears to be 4'8", with the encroaching portion of the seating area extending from 30'5" to 84'1" north of the Sheridan Avenue Right-of-way. To account for margin of error the encroachment agreement uses a 5-foot wide encroachment that extends 30' to 84'6" from Sheridan Avenue.

The Planning and Zoning Board conducted an architectural and landscaping review for the outdoor seating area and other site improvements at their August 13, 2013 meeting. They support the Council authorizing the encroachment request. They note that the subject area is located off of the main sidewalk and that no utility conflicts appear to exist. The 11th Street right-of-way is 100-feet wide at this location. They view the outdoor seating area as an acceptable use of excess right-of-way in the downtown area, as it helps provide opportunity for a more vibrant public space.

Existing Conditions:



AGENDA ITEM NO. _____

The Encroachment License is used to assure that maintenance and liability issues are covered, and that reasonable compensation is made for private use of the public right-of-way. The lease rate per square foot reflects a 5% rate of return on the land value, assuming the right-of-way value being equivalent to the land value of the adjacent Millstone Pizza parcel. The 272.5 square feet of encroachment, with a market value of \$33 per square foot and a 5% rate of return results in a lease amount of \$450.00 per year. The market value per square foot of land is from the Assessor database.

FISCAL IMPACT

The City would collect the amount of \$450.00 per year.

ALTERNATIVES

Authorize the Mayor to sign an Encroachment License for WNT L.L.C. to construct and operate the outdoor seating area and associated improvements within the portion of the 11th Street public right-of-way specified.

RECOMMENDATION

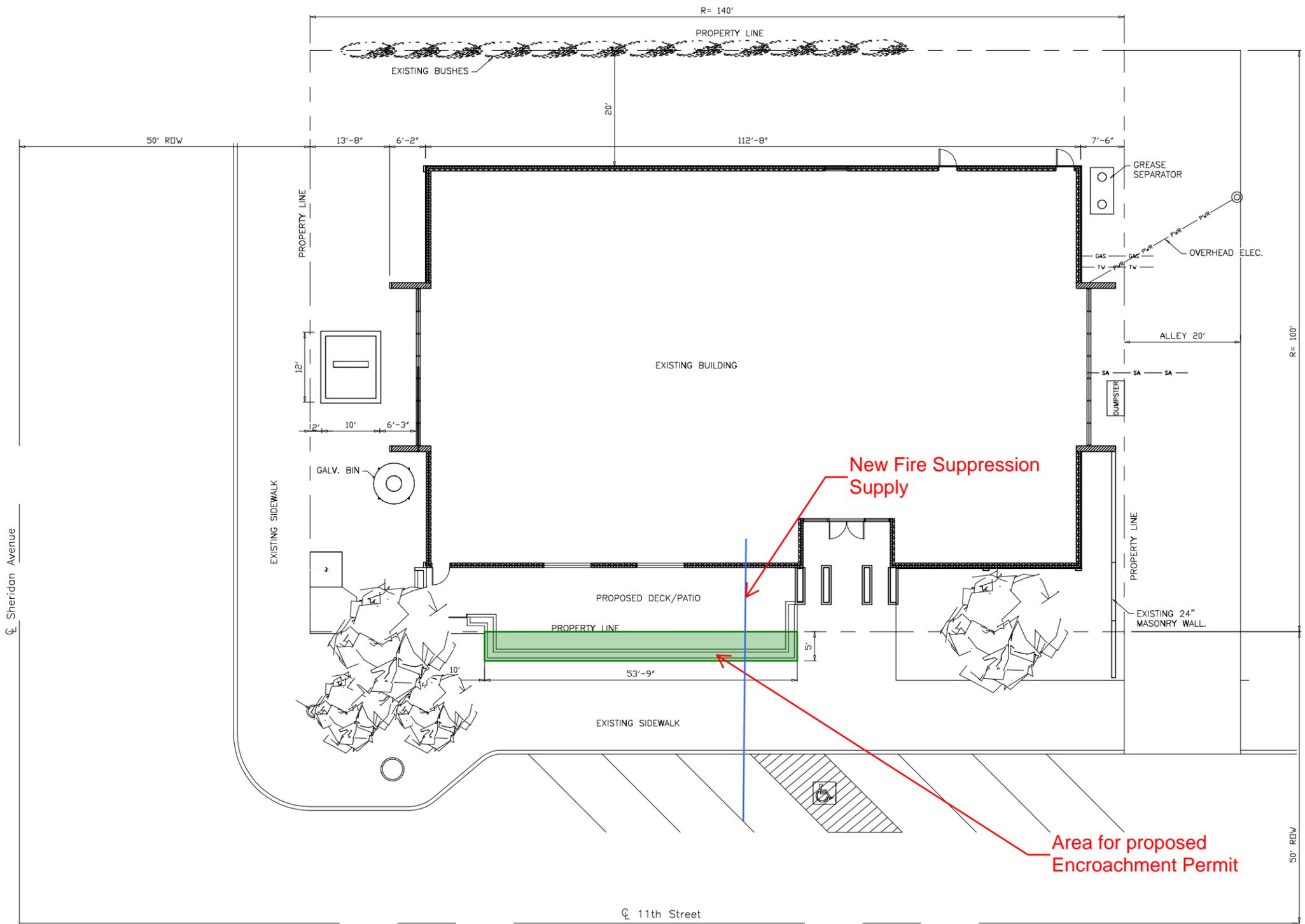
That the City Council authorize the Mayor to sign an Agreement for Encroachment License with WNT L.L.C. for the proposed outdoor seating area as reflected on the site plan.

ATTACHMENTS

Agreement for Encroachment License
Site Plan

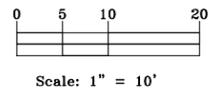
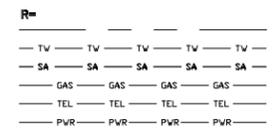
AGENDA & SUMMARY REPORT TO:

WNT L.L.C.
Gary Johnston, Millstone Pizza



SITE PLAN
SCALE: 1" = 10'-0"

LEGEND
 RECORDED PARK COUNTY
 PROPERTY LINE
 TREATED WATER
 SEWER
 GAS
 TELEPHONE
 ELECTRIC



NOTES:
 1. LOTS ARE ZONED "D2"
 2. LOTS EQUAL TO 0.32 AC.
 3. OWNER/CONTR. TO VERIFY LOCATION OF UTILITIES PRIOR TO CONSTRUCTION.
 4. TOP OF FOUNDATION ELEVATION TO EQUAL MIN. OF 1.2%-2% OF DISTANCE FROM ϵ OF STORM DRAINAGE TO FOUNDATION.

O.T. LOTS 21 THRU 24 BLOCK 52
 CITY OF CODY
 PARK COUNTY, WYOMING 82414



AGREEMENT FOR ENCROACHMENT LICENSE

THE PARTIES to this agreement are the City of Cody, Wyoming, (City) and WNT L.L.C., a Wyoming limited liability corporation. This agreement is dated as of the date last executed by the parties below.

RECITALS

1. City of Cody is a properly formed municipal corporation in the State of Wyoming.
2. WNT L.L.C. is the owner of certain real property located at 1057 Sheridan Avenue, Cody, Wyoming 82414.
3. As a part of the planned improvements associated with the aforementioned property, WNT L.L.C. proposes to construct an outdoor dining area with associated improvements consisting of a stone planter and covered patio, which use and improvements encroach on a Public Right-of-Way owned by the City.
4. The City is willing to accommodate WNT L.L.C. and allow the encroachment of the outdoor dining area and specified associated improvements which encroach on Public Right-of-Way.

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

1. City hereby grants a revocable license to WNT L.L.C. to encroach on the following described parcel of Public Right-of-Way:
Commencing at the intersection of the north right-of-way of State Highway 14, 16, 20 and the west right-of-way line of 11st Street, being the southeast corner of Lot 24, Block 52 of The Town of Cody; thence north 30.0 feet along the east boundary of said Lot 24 to the true point of beginning; thence north along the east boundary of said Lot 24 for 54.5 feet; thence east 5.0 feet; thence south 54.5 feet; thence west 5.0 feet to the true point of beginning.
2. WNT L.L.C. shall pay to the City the sum of \$450.00 per year. The fee is for the use of 272.5 square feet of the public right-of-way for the aforementioned improvements. Such fee shall be paid to the City on or before September 1, 2013.
3. The term of this agreement shall be September 1 through August 31. This license shall be renewable for successive one-year periods. Neither party needs to take any action to renew this agreement for another year. In the event a party wishes to not renew this agreement, that party shall notify the other party in writing at least thirty (30) days prior to the expiration of the then-current term. Payment from WNT L.L.C. to the City for each year shall be due on or before September 1.
4. This license for encroachment is given as a matter of convenience and the same may be revoked by the City at any time for any reason whatsoever. In the event

that the City determines it will revoke this license, it shall give notice to WNT L.L.C. in writing at least sixty (60) days in advance of the revocation.

5. In the event that the City is required to install, repair, modify, replace, upgrade, add to, or otherwise access utilities beneath the proposed stone planter and covered patio to be located within said Public Right-of-Way and covered by this agreement, the City shall not be responsible for replacement of the stone planter, covered patio, and landscaped areas disturbed as a result of the City's activities. WNT L.L.C. shall be solely responsible for all such replacement, including all costs and expenses associated with such replacement, and WNT L.L.C. accepts the risk associated with putting the above described facilities on the public right of way. The City shall be responsible for restoring any trench areas to the original ground surface and assuring proper compaction. In the event that the City is required to repair or modify existing utilities beneath the aforementioned improvements, the City will endeavor to minimize the disruption to the existing improvements. The WNT L.L.C. shall reimburse the City for the costs of restoring the trench areas and the ground surface.

6. Once the City terminates or revokes this license, WNT L.L.C. agrees to remove any and all improvements on said Public Right-of-Way and covered by this agreement and will restore the same to its original condition at the sole cost and expense of WNT L.L.C. within One Hundred and Twenty (120) days of the revocation.

7. WNT L.L.C. assumes all liability for itself, its agents, its representatives, employees, guests, invitees and for the general public's presence and activities on the stone planter, covered seating area, and concrete pad and shall indemnify and hold harmless the City, its agents, representatives, officers, board members, volunteers, contractors, employees, council members and agents from any and all claims, actions, lawsuits, disputes and controversies regarding WNT L.L.C.'s use of said Public Right-of-Way. This shall include but not be limited to claims or actions for personal injury, property damage, economic loss, death and all other liabilities and losses arising in any way under this agreement or arising from the use of the outdoor dining area and associated improvements constructed by WNT L.L.C. or its lessees, agents, representatives or employees. This indemnification shall include reasonable attorney's fees incurred by the City in defense of any action brought by any party against the City arising out of this agreement or use of the outdoor dining area and associated improvements constructed by WNT L.L.C. its lessees, agents, representatives or employees.

8. By entering into this agreement, the City does not waive its sovereign immunity or governmental immunity and expressly reserves the right to assert sovereign immunity and governmental immunity as defense to any action arising under this agreement.

9. This agreement shall be binding on the heirs, successors and assigns of both parties.

MEETING DATE: AUGUST 20, 2013
DEPARTMENT: PUBLIC WORKS
PREPARED BY: STEPHEN PAYNE, PE
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____
PRESENTED BY: STEPHEN W. PAYNE, PE

AGENDA ITEM SUMMARY REPORT

ACTION:

John McClure, representing Operation Finally Home Cody, respectfully requests that the Council sponsor the entire permit and tap fees associated with the construction of a home at 631 19th Street Cody, Wyoming 82414. The following fees are applicable to the project. Mr. McClure would also be happy with a partial sponsorship.

Value of Building Permit - \$300,000

Building Permit = \$2,114.00

Plan Review Fee = \$ 100.00

Sewer Fee = \$ 500.00

Inspection Fee = \$ 15.00

Water Tap Fee = \$1,000.00 + Cost for curb, gutter, asphalt repairs and slurry (Not determined).

Water Hook-on Fee = \$ 600.00

Raw Water Tap Fee = \$ 500.00

Total of Fees = \$4,829.00

SUMMARY:

At the last Special Meeting of the Council, John McClure visited with the Council about Operation Finally Home Cody. At that meeting, Mr. McClure indicated he would be returning to the Council to ask for sponsorship of fees after he had time to work with staff to determine what the fees were.

FISCAL IMPACT

If the Council opts to sponsor all permit fees, the total is \$4,829.00. The assumption is the applicant would be billed for the cost associated with for curb, gutter, asphalt repairs and slurry.

ALTERNATIVES

1. Sponsor all permit fees as requested.
2. Sponsor portion of permit fees.
3. Don't sponsor any of the permit fees.

RECOMMENDATION

Staff does not have a recommendation on this request. Council sponsorship of projects has typically come from the Council contingency fund which has \$10,000 budgeted.

ATTACHMENTS

Building Permit Application
AutoCad Map

AGENDA & SUMMARY REPORT TO:

John McClure

AGENDA ITEM NO. _____

RESOLUTION NO. 2013-15

A RESOLUTION AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION FOR TRANSPORTATION ENHANCEMENT PROGRAM FUNDS TO THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF DEVELOPING A TRAIL CONNECTING VARIOUS LOCATIONS WITHIN THE CITY LIMITS.

WITNESSETH

WHEREAS, the City Council of the City of Cody, Wyoming, desires to provide a community wide system of alternative transportation to citizens, and creating the development of a trail connecting various locations within the City limits; and

WHEREAS, the Wyoming Department of Transportation provides communities within the State grant opportunities through the Transportation Enhancement Program (T.E.P.) funds; and

WHEREAS, the City Council of the City of Cody, Wyoming, recognizes the need for the project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CODY, WYOMING, that a grant application in the amount of approximately \$248,000 be submitted to the Wyoming Department of Transportation to assist with the development of the trail project.

BE IT FURTHER RESOLVED that City Administrator, Jenni Rosencranse, is hereby designated as the authorized representative of the City of Cody to act on behalf of the City Council of the City of Cody on all matters relating to this grant application.

PASSED, APPROVED, AND ADOPTED THIS _____ day of _____, 2013.

Mayor

Attest:

Administrative Services Officer

ORDINANCE 2013-16

AN ORDINANCE VACATING, ABANDONING AND CONVEYING A 10-FOOT WIDE ALLEY ALONG THE SOUTH BOUNDARY OF LOTS 21, 22 AND 23 OF BROWN’S SECOND ADDITION SUBDIVISION, CITY OF CODY, STATE OF WYOMING TO DENNIS AND ELIZABETH DANZIK.

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

WHEREAS, Dennis and Elizabeth Danzik submitted an application to vacate a 10-foot wide alley lying along the south boundary of Lots 21, 22 and 23 of Brown’s Second Addition Subdivision;

WHEREAS, notice of a public hearing before the City Council to consider the vacation request was published in the Cody Enterprise on July 15, 2013, and mailed to owners of property within 300 feet of the land proposed to be vacated on July 12 and 15, 2013;

WHEREAS, a public hearing was held on August 6, 2013 before the City Council at their regular meeting, as advertised, at which meeting the City Council heard comments from all persons wishing to speak for or against the requested vacation;

WHEREAS, the Planning and Zoning Board at their July 23, 2013 meeting considered the request and recommended that the City Council vacate the alley as requested;

WHEREAS, the Cody City Council has thoroughly reviewed the matter and deems that it is in the best interest of the public to vacate and abandon the 10-foot wide alley lying along the south boundary of Lots 21, 22 and 23 of Brown’s Second Addition Subdivision, and to convey the same to Dennis and Elizabeth Danzik;

WHEREAS, the vacation, abandonment and conveyance of the above-described property will not be injurious, detrimental or inconvenient to the City of Cody, Wyoming or to the public;

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

1. The 10-foot wide alley lying along the south boundary of Lots 21, 22 and 23 of Brown’s Second Addition is hereby vacated and abandoned by the City of Cody, Wyoming and is hereby conveyed to the adjacent property owners, Dennis and Elizabeth Danzik.
2. The Mayor and City Clerk are hereby authorized and directed to convey by Quitclaim Deed the above-described real property to Dennis and Elizabeth Danzik.

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

PASSED ON FIRST READING _____ AUGUST 6, 2013 _____

PASSED ON SECOND READING _____

PASSED, ADOPTED AND APPROVED ON
THIRD AND FINAL READING _____

Nancy Tia Brown, Mayor

ATTEST:

Cindy Baker, Administrative Services Director