

City of Cody City Council

AGENDA

Tuesday, March 2, 2021 – 7:00 p.m. (Pre-Meeting to begin at 6:53 p.m.)

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

Meeting Called to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Mayor's Recognitions and Announcements

1. Consent Calendar

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

- a. Approval of Minutes: Regular Minutes from February 16, 2021.
- b. Approve Vouchers and payroll in the amount of \$510,853.09.
- c. Award Bid 2021-03 to Suburban Sales for one (1) Load Trail TH20 tilt deck trailer, in the amount of \$12,958.00.
- d. Award Bid 2021-02 to Bobcat of the Big Horn Basin, Inc for one (1) Bobcat E60R2 in the amount of \$68,860.10.
- e. Authorize the agreements with SKB, LLC and Homestead Estate, LC regarding the granting of the easements to extend the City utilities to the Hunt Annexation property, and authorize the mayor to sign said documents.

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

3. Public Hearing

4. Conduct of Business

- a. Consider approving the Use of Bob Moore Parking Lot – on Saturdays – May through October from 9 AM to noon for Famers Market/Festival.
Staff Reference: Cindy Baker, Administrative Services Officer
Spokesperson: Zach Buchel
- b. Approve the preliminary plat of the Bromley Minor Subdivision, a 4-lot subdivision of property at 1719 29th Street.
Staff Reference: Todd Stowell, City Planner

- c. Award Bid No 2021-01 2AB Sanitary Sewer and Electric Extension to Lame, LLC in the amount of \$186,495.00 and authorize the mayor to sign the Notice of Award and all associated contract documents.

Staff Reference: Phillip Bowman, Public Works Director

- d. Ordinance 2021-02 Third and Final Reading
An Ordinance to Delete Subsection 10-15-3-(B)(3)(a) of the City of Cody Code, pertaining to off-premise signs.

Staff Reference: Todd Stowell, City Planner

5. Tabled Items

- a. Approve the proposed updates to the Financial Management Policy

6. Matters from Staff Members

7. Matters from Council Members

8. Adjournment

Upcoming Meetings:

March 11, 2021 – Thursday – Council Work Session 5:00 p.m.

March 16, 2021 – Tuesday - Regular Council Meeting 7:00 p.m.

March 25, 2021 – Thursday – Council Work Session 5:00 p.m.

**City of Cody
Council Proceedings
Tuesday, February 16, 2021**

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, February 16, 2021 at 7:00 p.m.

Present: Mayor Matt Hall, Council Members, Diane Ballard, Justin Baily, Jerry Fritz, Heidi Rasmussen, Andrew Quick and Emily Swett, City Administrator Barry Cook, City Attorney Scott Kolpitcke, and Administrative Services Officer, Cindy Baker

Absent: None

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

Council Member Ballard made a motion seconded by Council Member Rasmussen to remove item “b” to consider awarding Bid No 2021-01 2AB Sanitary Sewer and Electric Extension from the Conduct of Business and will be considered at a future meeting. Vote was unanimous.

Council Member Ballard made a motion seconded by Council Member Baily to approve the Consent Calendar including Approval of Regular Minutes from February 2, 2021; approve Vouchers and payroll in the amount of \$1,380,903.89 and authorize the Mayor to enter into and sign the First Amendment to Land Lease & License Agreement between the City of Cody and Qwest Corporation d/b/a CenturyLink QC f/k/a US West Communications as it relates to the premises at 1326 Sheridan Ave. a/k/a Bell Plaza. Council Member Rasmussen reused herself from the vote. Vote was unanimous from remaining Council Members.

At 7:01 p.m. the Mayor entered into a public hearing to consider if it is in the public interest to 1) Amend Title 10, Chapter 1, Section 3 of the City of Cody Code to add a provision delegating Planning and Zoning Board authority to staff in limited circumstances; and 2) Delete Subsection 10-15-3(B)(3)(a) of the City of Cody Code relating to off-premise signs. Todd Stowell, City Planner provided background information. After calling for comments three times and there being no comments, the Mayor closed the public hearing at 7:02 p.m.

Resolution 2021-03

A Resolution Providing for the Appointment of a Member to the Wyoming Municipal Power Agency Board from the City of Cody, WY. Council Member Rasmussen made a motion seconded by Council Member Quick to approve Resolution 2021-03. Vote was unanimous.

Council Member Fritz made a motion seconded by Council Member Swett to authorize the Mayor to enter into and sign the agreements relating to the Lease between the City of Cody and Cingular Wireless PCs, LLC. Vote was unanimous.

Council Member Ballard made a motion seconded by Council Member Rasmussen to approve an application to amended Greenwing Subdivision by vacating a temporary turnaround easement and by removing or modifying a buffer restriction from the north end of the property. Vote was unanimous.

Council Member Fritz made a motion seconded by Council Member Ballard to approve the preliminary plat of the Pintail Subdivision, a 12-lot subdivision by William and Rita Overfield, with associated variances and conditions of approval. Vote was unanimous.

Ordinance 2021-02 Second Reading

An Ordinance to Delete Subsection 10-15-3-(B)(3)(a) of the City of Cody Code, pertaining to off-premise signs. Council Member Quick made a motion seconded by Council Member Rasmussen to approve Ordinance 2021-01 on First Reading. Vote was unanimous.

Ordinance 2021-01 Third and Final Reading

An Ordinance Amending Title 10, Chapter 1, Section 3 of the City of Cody Code to Include a Provision Delegating Planning and Zoning Board Authority to Staff in Limited Circumstances. Council Member Swett made a motion seconded by Council Member Baily to approve Ordinance 2021-01 on Second Reading. Vote was unanimous.

Council Member Rasmussen made a motion seconded by Council Member Fritz to remove the tabled item “to Consider approving the proposed updates to the Financial Management Policy”. Vote was unanimous. No discussion was held. Council Member Rasmussen made a motion seconded by Council Member Baily to table this item for discussion at the next work session. Vote was unanimous.

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

Mayor Matt Hall

Cindy Baker, Administrative Services Officer

Report Criteria:

Invoice Detail.Input date = 02/23/2021

Invoice.Batch = {NOT LIKE} "1"

Secondary Name	Invoice	Description	Invoice Date	Total Cost
BLUE CROSS BLUE SHIELD OF WYOMING (1360)				
	030121	INSURANCE March 2021	02/16/2021	148,778.50
Total :				148,778.50
Total BLUE CROSS BLUE SHIELD OF WYOMING (1360):				148,778.50
CANALES, SHANNON (131904)				
	17.3676.16	REFUND UTILITY DEPOSIT	02/09/2021	135.62
Total :				135.62
Total CANALES, SHANNON (131904):				135.62
CENTURY LINK (10091)				
	21921	UTILITIES - CENTURY LINK	02/19/2021	42.51
Total :				42.51
Total CENTURY LINK (10091):				42.51
CITY OF CODY (2260)				
	022821	UTILITIES - CITY OF CODY	02/28/2021	2,093.26
	022821	UTILITIES - CITY OF CODY	02/28/2021	3,458.86
	022821	UTILITIES - CITY OF CODY	02/28/2021	519.94
	022821	UTILITIES - CITY OF CODY	02/28/2021	506.71
	022821	UTILITIES - CITY OF CODY	02/28/2021	580.49
	022821	UTILITIES - CITY OF CODY	02/28/2021	3,443.61
	022821	UTILITIES - CITY OF CODY	02/28/2021	12,628.78
	022821	UTILITIES - CITY OF CODY	02/28/2021	.09
	022821	UTILITIES - CITY OF CODY	02/28/2021	4,790.80
	022821	UTILITIES - CITY OF CODY	02/28/2021	4,787.23
	022821	UTILITIES - CITY OF CODY	02/28/2021	14.72
	022821	UTILITIES - CITY OF CODY	02/28/2021	784.10
	022821	UTILITIES - CITY OF CODY	02/28/2021	1,340.70
	022821	UTILITIES - CITY OF CODY	02/28/2021	1,340.70
	022821	UTILITIES - CITY OF CODY	02/28/2021	343.48
	022821	UTILITIES - CITY OF CODY	02/28/2021	560.39
	022821	UTILITIES - CITY OF CODY	02/28/2021	39.00
	022821	UTILITIES - CITY OF CODY	02/28/2021	11.00
	022821	UTILITIES - CITY OF CODY	02/28/2021	4.77
	022821	UTILITIES - CITY OF CODY	02/28/2021	14.12
Total :				37,262.75
Total CITY OF CODY (2260):				37,262.75
CITY OF CODY 2 (127400)				
	21121	TOBACCO COMPLIANCE CHECKS	02/11/2021	6.98
	21121	PEACE OFFICER ID RENEWAL	02/11/2021	40.00
Total :				46.98

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total CITY OF CODY 2 (127400):				46.98
CUSTOM DELIVERY SERVICE INC (3343)				
	291352	WATER SAMPLING SHIPPING	01/31/2021	25.88
Total :				25.88
Total CUSTOM DELIVERY SERVICE INC (3343):				25.88
DEARBORN LIFE INSURANCE COMPANY (131563)				
	03012021	INSURANCE March 2021	02/16/2021	356.66
Total :				356.66
Total DEARBORN LIFE INSURANCE COMPANY (131563):				356.66
EAGLE RECOVERY, LLC (126679)				
	17865	VEHICLE TOW - CASE # 21-100	02/02/2021	165.00
Total :				165.00
Total EAGLE RECOVERY, LLC (126679):				165.00
ENERGY LABORATORIES, INC (4120)				
DEPARTMENT 6250	375326	COLIFORM TESTING	02/12/2021	110.00
Total :				110.00
Total ENERGY LABORATORIES, INC (4120):				110.00
ENNIST III, ROBERT F (131798)				
BIG HORN FOOD SERVICES	43494	CLEANER FOR EQUIPMENT	02/17/2021	55.30
Total :				55.30
Total ENNIST III, ROBERT F (131798):				55.30
FREDERICK, LAUREL (131382)				
	020921	RESTITUTION FROM DEBRA HODSON MC-1706-037	02/09/2021	50.00
Total :				50.00
Total FREDERICK, LAUREL (131382):				50.00
GAIL CONSTRUCTION, LLC (130009)				
	88-33	REFUND ENCROACHMENT DEPOSIT	02/19/2021	150.00
Total :				150.00
Total GAIL CONSTRUCTION, LLC (130009):				150.00
GOSWICK, NICOLE (132652)				
	14.2310.32	REFUND UTILITY DEPOSIT	02/11/2021	173.02
Total :				173.02
Total GOSWICK, NICOLE (132652):				173.02

Secondary Name	Invoice	Description	Invoice Date	Total Cost
H B I INSURANCE (12306)				
	3180	NOTARY BOND - VAN AUKEN	02/12/2021	50.00
	3181	NOTARY BOND - STAFFORD	02/16/2021	50.00
Total :				100.00
Total H B I INSURANCE (12306):				100.00
HALL, THOMAS M BUCKY (132632)				
BUCKYS SPORTS	021021	PICKLEBALLS	02/10/2021	200.00
Total :				200.00
Total HALL, THOMAS M BUCKY (132632):				200.00
HUNTER CLEAN CARE (132654)				
	1810-1	REFUND ENCROACHMENT DEPOSIT	02/19/2021	150.00
	1810-2	REFUND ENCROACHMENT DEPOSIT	02/19/2021	150.00
Total :				300.00
Total HUNTER CLEAN CARE (132654):				300.00
JOHNSON, DANIELLE (132653)				
	5.1286.15	REFUND UTILITY DEPOSIT	02/16/2021	116.52
Total :				116.52
Total JOHNSON, DANIELLE (132653):				116.52
KIP B THIEL CONSTRUCTION INC (131026)				
	120-15	REFUND ENCROACHMENT DEPOSIT	02/19/2021	150.00
Total :				150.00
Total KIP B THIEL CONSTRUCTION INC (131026):				150.00
LOCAL GOVERNMENT LIABILITY POOL (6176)				
	13029	CLAIM AGAINST CITY	02/10/2021	1,750.00
Total :				1,750.00
Total LOCAL GOVERNMENT LIABILITY POOL (6176):				1,750.00
MCGONAGLE, CHRISTOPHER (132575)				
	020921	RESTITUTION FROM DALTON DONAHOO MC-2006-010	02/09/2021	100.00
Total :				100.00
Total MCGONAGLE, CHRISTOPHER (132575):				100.00
NATIONAL MEDICAL SERVICES INC (129797)				
NMS LABS	1131936	CPD CASE# 20-666	12/31/2020	273.00
Total :				273.00
Total NATIONAL MEDICAL SERVICES INC (129797):				273.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
NCL OF WISCONSIN INC (7320)				
NORTH CENTRAL LABS	446791	LAB CHEMICALS	11/10/2020	516.09
Total :				516.09
Total NCL OF WISCONSIN INC (7320):				516.09
NORTHWEST PIPE (7400)				
	7468825	PIPE AND FITTINGS 17TH ST RAW WATER CROSSING	02/15/2021	4,621.36
Total :				4,621.36
Total NORTHWEST PIPE (7400):				4,621.36
PARK COUNTY ANIMAL SHELTER (5120)				
	020921	RESTITUTION - MICHELLE JONES MC-1910-048	02/09/2021	100.00
Total :				100.00
Total PARK COUNTY ANIMAL SHELTER (5120):				100.00
PARK DISTRICT COURT (132610)				
	21621	GARNISHMENT Civil #29877	02/16/2021	196.97
Total :				196.97
Total PARK DISTRICT COURT (132610):				196.97
REPRO GRAPHICS INC (9040)				
SELBY'S	B-619375-000	AERIAL MAP	02/04/2021	100.18
Total :				100.18
Total REPRO GRAPHICS INC (9040):				100.18
ROCKY MOUNTAIN POWER (7570)				
	021821	UTILITIES - ROCKY MOUNTAIN POWER	02/18/2021	28.82
	021821	UTILITIES - ROCKY MOUNTAIN POWER	02/18/2021	308.11
Total :				336.93
Total ROCKY MOUNTAIN POWER (7570):				336.93
SABER PEST CONTROLL LLC (131183)				
	AUD148	PEST CONTROL - AUDITORIUM	02/16/2021	80.00
	CH148	PEST CONTROL - CITY HALL	02/16/2021	60.00
	REC148	PEST CONTROL - REC CENTER	02/16/2021	90.00
	REC148	PEST CONTROL - REC CENTER	02/16/2021	90.00
Total :				320.00
Total SABER PEST CONTROLL LLC (131183):				320.00
SECRETARY OF STATE (123386)				
	021921	NOTARY FILLING FEE - VAN AUKEN	02/19/2021	30.00
	21721	NOTARY FILLING FEE - STAFFORD	02/17/2021	30.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				60.00
Total SECRETARY OF STATE (123386):				60.00
SYSTEMS GRAPHICS INC (129162)				
ADVANCED INFO SYSTEMS	15396	OUTSOURCE BILLS	02/08/2021	8.60
ADVANCED INFO SYSTEMS	15396	OUTSOURCE BILLS	02/08/2021	53.17
ADVANCED INFO SYSTEMS	15396	OUTSOURCE BILLS	02/08/2021	48.68
ADVANCED INFO SYSTEMS	15396	OUTSOURCE BILLS	02/08/2021	48.35
ADVANCED INFO SYSTEMS	15396	OUTSOURCE BILLS	02/08/2021	60.08
ADVANCED INFO SYSTEMS	15407	OUTSOURCE BILLS	02/09/2021	15.91
ADVANCED INFO SYSTEMS	15407	OUTSOURCE BILLS	02/09/2021	98.33
ADVANCED INFO SYSTEMS	15407	OUTSOURCE BILLS	02/09/2021	90.03
ADVANCED INFO SYSTEMS	15407	OUTSOURCE BILLS	02/09/2021	89.43
ADVANCED INFO SYSTEMS	15407	OUTSOURCE BILLS	02/09/2021	111.13
ADVANCED INFO SYSTEMS	15408	OUTSOURCE BILLS	02/18/2021	6.48
ADVANCED INFO SYSTEMS	15408	OUTSOURCE BILLS	02/18/2021	40.03
ADVANCED INFO SYSTEMS	15408	OUTSOURCE BILLS	02/18/2021	36.65
ADVANCED INFO SYSTEMS	15408	OUTSOURCE BILLS	02/18/2021	36.41
ADVANCED INFO SYSTEMS	15408	OUTSOURCE BILLS	02/18/2021	45.24
Total :				788.52
Total SYSTEMS GRAPHICS INC (129162):				788.52
THOMPSON, JULIA (132651)				
	020921	RESTITUION FROM TALEAH BREWER MC-2012-005	02/09/2021	410.00
Total :				410.00
Total THOMPSON, JULIA (132651):				410.00
US POSTMASTER (129112)				
	02152021	2 MONTHS POSTAGE FOR UTILITY BILLING	02/15/2021	3,700.00
Total :				3,700.00
Total US POSTMASTER (129112):				3,700.00
WELLS FARGO COMMERICAL CARD (132565)				
	022421	pool clocks	02/24/2021	55.18
	022421	cardstock and magnetic clip	02/24/2021	41.31
	022421	ice bags for injuries	02/24/2021	15.49
	022421	facial tissue	02/24/2021	12.35
	022421	polishing pads	02/24/2021	21.15
	022421	pool reagents	02/24/2021	259.68
	022421	pool reagents	02/24/2021	259.68
	022421	goggles	02/24/2021	99.37
	022421	American Red Cross lifeguard fees	02/24/2021	650.00
	022421	safety training for swim coaches	02/24/2021	13.00
	022421	baby sitter class and red cross certifications	02/24/2021	644.85
	022421	bolt to repair lane lines	02/24/2021	17.98
	022421	duster and grease	02/24/2021	35.57
	022421	tote for swim meet equipment	02/24/2021	17.98
	022421	first aid for staff	02/24/2021	160.00
	022421	community cpr	02/24/2021	64.00
	022421	repairs to pool underwater vacuum	02/24/2021	121.07

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total Aquatics:				2,488.66
	022421	sanitizer to sanitize the sanitizer bottles	02/24/2021	149.30
	022421	leisure sports tournament	02/24/2021	280.00
Total Athletics:				429.30
	022421	light bulbs	02/24/2021	173.04
	022421	screens for showers	02/24/2021	15.99
	022421	key replacement	02/24/2021	1.79
	022421	shower head	02/24/2021	13.98
	022421	light bulbs for Nichol Mall	02/24/2021	220.00
	022421	hand warmers for gloves	02/24/2021	12.53
	022421	thermocouple for draw street heater	02/24/2021	27.40
Total City Facilities:				464.73
	022421	Membership Utana Montana Geographic Information	02/24/2021	30.00
	022421	Tablet covers, screen protectors, and keyboards	02/24/2021	43.09
	022421	Wyoming Planning Association Membership - Todd Stowell	02/24/2021	57.00
Total Community Development:				130.09
	022421	chain saw replacement	02/24/2021	589.95
	022421	motomix fuel	02/24/2021	119.96
	022421	chains for saw	02/24/2021	71.98
	022421	pipe / caulk	02/24/2021	33.98
	022421	rebar for vault	02/24/2021	49.14
	022421	gloves	02/24/2021	22.88
	022421	foam rags	02/24/2021	30.16
	022421	3 straps	02/24/2021	9.12
	022421	Nut driver, adapter, brush	02/24/2021	18.17
	022421	Safety eyewear	02/24/2021	4.99
	022421	Cutoff wheel	02/24/2021	5.97
	022421	lubricant	02/24/2021	54.14
	022421	ear plugs	02/24/2021	59.56
	022421	concrete for vault	02/24/2021	248.75
	022421	light repair parts	02/24/2021	607.00
	022421	pvc conduit	02/24/2021	5,574.24
	022421	postage	02/24/2021	286.92
	022421	cable ties	02/24/2021	41.42
	022421	spark plug air filter	02/24/2021	19.94
	022421	Pole test drill inspection calibration	02/24/2021	383.59
	022421	angle grinder	02/24/2021	74.99
	022421	grinding disks	02/24/2021	26.57
	022421	6 pvc conduit 6 sweeps	02/24/2021	5,704.51
Total Electric:				14,037.93
	022421	surface pro keyboards	02/24/2021	33.00
	022421	surface pro keyboards	02/24/2021	19.00
	022421	surface pro keyboards	02/24/2021	17.99
	022421	surface pro keyboards	02/24/2021	33.00
	022421	pavement maintenance training - Phillip	02/24/2021	100.00
	022421	HTML reference guide	02/24/2021	10.39
	022421	Utilities - TCT	02/24/2021	87.59
	022421	Utilities - TCT	02/24/2021	1,522.66

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	022421	Utilities - TCT	02/24/2021	56.45
	022421	Utilities - TCT	02/24/2021	197.70
	022421	Utilities - TCT	02/24/2021	526.34
	022421	Utilities - TCT	02/24/2021	526.24
	022421	Utilities - TCT	02/24/2021	87.59
	022421	Utilities - TCT	02/24/2021	197.70
	022421	Utilities - TCT	02/24/2021	203.69
	022421	Utilities - TCT	02/24/2021	89.09
	022421	Utilities - TCT	02/24/2021	56.45
	022421	rotary dues/meals	02/24/2021	126.00
	022421	Rec Center - Towel Service	02/24/2021	51.50
	022421	Rec Center - Towel Service	02/24/2021	51.50
	022421	Ice Bags	02/24/2021	13.99
	022421	equipment for videoing for e newsletter	02/24/2021	78.00
	022421	equipment	02/24/2021	13.99
	022421	printer	02/24/2021	174.54
	022421	cables	02/24/2021	49.98
	022421	toner	02/24/2021	221.89
	022421	Keyboard stand	02/24/2021	18.60
	022421	cable cover - council chambers	02/24/2021	17.99
	022421	Rec Center - Towel Service	02/24/2021	51.50
	022421	Rec Center - Towel Service	02/24/2021	51.50
	022421	refund - returned item	02/24/2021	13.99-
	022421	cables	02/24/2021	42.77
	022421	filters, wiper blades B25, oil B29	02/24/2021	82.66
	022421	caliper return A06, threadlock brake A13, capsule A19, core credit A15, battery A05X, filter A04	02/24/2021	89.41
	022421	battery B32, brakeclean B19	02/24/2021	120.94
	022421	filter B30	02/24/2021	4.43
	022421	lights	02/24/2021	48.96
	022421	filter PT06	02/24/2021	33.87
	022421	filters G11, elbow C07	02/24/2021	33.32
	022421	battery B38	02/24/2021	118.27
	022421	filter B27	02/24/2021	8.12
	022421	disposable gloves, dispenser batteries	02/24/2021	65.96
	022421	toner	02/24/2021	250.89
	022421	Risk assessments	02/24/2021	207.10
	022421	meeting expenses	02/24/2021	17.58
	022421	Transmission B42, control Module G08	02/24/2021	2,841.39
	022421	Filter	02/24/2021	21.25-
	022421	battery C02	02/24/2021	235.14
	022421	Utilities - Verizon	02/24/2021	337.86
	022421	Utilities - Verizon	02/24/2021	165.76
	022421	Utilities - Verizon	02/24/2021	243.18
	022421	Utilities - Verizon	02/24/2021	41.44
	022421	Utilities - Verizon	02/24/2021	41.44
	022421	Utilities - Verizon	02/24/2021	96.42
	022421	Utilities - Verizon	02/24/2021	630.72
	022421	Utilities - Verizon	02/24/2021	274.29
	022421	Utilities - Verizon	02/24/2021	33.68
	022421	Utilities - Verizon	02/24/2021	34.09
	022421	Utilities - Verizon	02/24/2021	107.15
	022421	Utilities - Verizon	02/24/2021	122.89
	022421	Utilities - Verizon	02/24/2021	89.98
	022421	Utilities - Verizon	02/24/2021	106.70
	022421	Utilities - Verizon	02/24/2021	41.44
	022421	Utilities - Verizon	02/24/2021	76.41
	022421	Utilities - Verizon	02/24/2021	36.40
	022421	Utilities - Verizon	02/24/2021	32.32

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	022421	Utilities - Verizon	02/24/2021	132.59
	022421	Utilities - Verizon	02/24/2021	13.14
	022421	Utilities - Verizon	02/24/2021	72.15
	022421	Utilities - Verizon	02/24/2021	80.02
	022421	Utilities - Verizon	02/24/2021	81.45
	022421	Utilities - Verizon	02/24/2021	12.14
	022421	Utilities - Verizon	02/24/2021	165.68
	022421	Utilities - Verizon	02/24/2021	13.68
	022421	Utilities - Verizon	02/24/2021	24.27
	022421	Utilities - Verizon	02/24/2021	40.01
	022421	Utilities - Verizon	02/24/2021	40.01
	022421	Utilities - TCT	02/24/2021	89.87
	022421	Utilities - TCT	02/24/2021	1,529.19
	022421	Utilities - TCT	02/24/2021	56.45
	022421	Utilities - TCT	02/24/2021	198.32
	022421	Utilities - TCT	02/24/2021	527.67
	022421	Utilities - TCT	02/24/2021	527.27
	022421	Utilities - TCT	02/24/2021	87.73
	022421	Utilities - TCT	02/24/2021	198.32
	022421	Utilities - TCT	02/24/2021	204.33
	022421	Utilities - TCT	02/24/2021	89.23
	022421	Utilities - TCT	02/24/2021	56.45
	022421	meeting expenses	02/24/2021	14.31
	022421	minutes	02/24/2021	1,787.00
	022421	park vacancy	02/24/2021	86.40
	022421	court legal	02/24/2021	90.25
	022421	budget- finance legal advertising	02/24/2021	346.00
	022421	p and z public hearing advertising	02/24/2021	72.75
	022421	Security Contract	02/24/2021	118.50
	022421	Security Contract	02/24/2021	63.00
	022421	Security Contract	02/24/2021	63.00
	022421	random testing	02/24/2021	99.00
	022421	random testing	02/24/2021	45.00
	022421	random testing	02/24/2021	36.00
	022421	random testing	02/24/2021	22.50
	022421	random testing	02/24/2021	22.50
	022421	random testing	02/24/2021	36.00
	022421	random testing	02/24/2021	22.50
	022421	XBP forms builder test receipt	02/24/2021	10.00
	022421	plaque for Judge	02/24/2021	158.75
	022421	mechanical pencils, eraser, Velcro cc machines	02/24/2021	16.19
	022421	break room supplies	02/24/2021	19.72
	022421	Toner cartridges	02/24/2021	169.78
	022421	pre employment drug test parks	02/24/2021	45.00
	022421	pre employment drug test - ski bus staff	02/24/2021	130.00
	022421	paper towels at lab	02/24/2021	19.88
	022421	coffee	02/24/2021	9.96
	022421	kitchen cleaner	02/24/2021	6.75
	022421	hooks	02/24/2021	2.38
	022421	switch	02/24/2021	13.49
	022421	XBP forms builder test receipt credit	02/24/2021	10.00-
	022421	scan disk memory card	02/24/2021	19.95
Total General Government:				19,140.13
	022421	Mower tire	02/24/2021	52.50
	022421	Sign repair	02/24/2021	14.08
	022421	Greenhouse flower supplies	02/24/2021	17.18

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	022421	Flowers	02/24/2021	641.37
	022421	Cleaning supplies	02/24/2021	45.07
	022421	Breakroom supplies	02/24/2021	81.48
	022421	Gloves	02/24/2021	39.56
	022421	Battery cleaner, nuts and Bolts	02/24/2021	9.18
	022421	Fleet Maintenance	02/24/2021	20.56
	022421	Snow removal	02/24/2021	21.99
Total Parks:				942.97
	022421	Replacement bulb for headlight, unit A20	02/24/2021	28.07
	022421	Car wash C04	02/24/2021	9.00
	022421	Car wash C23	02/24/2021	9.00
	022421	Uniform laundering C16	02/24/2021	23.00
	022421	Triple Mag Pouch - Tac Team	02/24/2021	45.50
	022421	Car wash C22	02/24/2021	4.27
	022421	Totes for LT Evidence Room	02/24/2021	69.86
	022421	Car wash C24	02/24/2021	3.50
	022421	RETURN Damaged totes for LT Evidence Room	02/24/2021	69.86-
	022421	ARIDE Class C13 HOTEL	02/24/2021	173.58
	022421	Annual Membership C01	02/24/2021	525.00
	022421	Duty suspenders C14	02/24/2021	51.93
	022421	ARIDE Training, C13 Meal	02/24/2021	4.82
	022421	Multipurpose paper	02/24/2021	364.90
	022421	ARIDE Training, C13 Meal	02/24/2021	10.91
	022421	Bio swabs	02/24/2021	183.13
	022421	Cotton tipped applicators	02/24/2021	39.95
	022421	Totes for LT Evidence Room	02/24/2021	7.96
	022421	RETURN tac team shirt and pants C19	02/24/2021	119.93-
	022421	Car wash C16	02/24/2021	9.00
	022421	Car wash C19	02/24/2021	9.00
	022421	Car wash C04	02/24/2021	9.00
	022421	Gas mask cartridges for detectives	02/24/2021	87.00
	022421	Car wash C06	02/24/2021	9.00
	022421	Car wash C22	02/24/2021	3.99
	022421	Uniform embroidery C24	02/24/2021	16.00
	022421	Car wash C11	02/24/2021	3.61
	022421	Totes for LT Evidence Room	02/24/2021	139.30
	022421	UA to Lab	02/24/2021	11.59
	022421	Annual Dues	02/24/2021	350.00
	022421	Dry packs for safe, scissors	02/24/2021	71.73
	022421	Duty shirt C24	02/24/2021	65.60
	022421	Tac Team shirt C19	02/24/2021	65.61
	022421	Car wash C03	02/24/2021	9.00
	022421	Duty pants C03	02/24/2021	74.45
	022421	Breaching tool for Tac Team	02/24/2021	260.50
	022421	Taser holster, handcuff key C19	02/24/2021	91.46
	022421	Digital camera for C08	02/24/2021	629.00
	022421	Duty shirt C24	02/24/2021	79.99
	022421	Charging cable for camera C08	02/24/2021	9.99
	022421	Clasp envelopes 10x13	02/24/2021	47.37
	022421	Duty pants C14	02/24/2021	179.98
	022421	Car Wash C11	02/24/2021	3.79
	022421	Replace armrests for C01 chair	02/24/2021	73.60
	022421	On site test kits	02/24/2021	459.00
	022421	Leadership and training book C01	02/24/2021	29.90
	022421	Uniform laundering C16	02/24/2021	11.50
	022421	UA to Lab	02/24/2021	11.14

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total Police:				4,185.69
	022421	tees A19	02/24/2021	46.16
	022421	plate steel	02/24/2021	339.37
	022421	wiper support G08	02/24/2021	317.02
	022421	paint for restroom and copy room	02/24/2021	29.49
	022421	painters tape, brushes, trays	02/24/2021	33.17
	022421	tire K36	02/24/2021	88.17
	022421	paint for copy room and restroom	02/24/2021	147.95
	022421	paint brushes	02/24/2021	22.51
	022421	tires A11	02/24/2021	389.96
	022421	paint for restroom	02/24/2021	30.59
	022421	cutting wheels	02/24/2021	15.90
	022421	armorall	02/24/2021	12.28
	022421	DEF	02/24/2021	142.45
	022421	drain snake	02/24/2021	16.99
	022421	drain repairs - pipe and putty	02/24/2021	17.56
	022421	relay G08	02/24/2021	120.92
	022421	paint brush	02/24/2021	2.78
	022421	restroom repairs - trim, nails	02/24/2021	57.42
	022421	restroom repairs - rust stop	02/24/2021	8.00
	022421	restroom repair - caulk, trim, finish	02/24/2021	24.76
	022421	filter and gasket B31	02/24/2021	85.36
	022421	adapters C01	02/24/2021	19.66
	022421	hydraulic hose C03	02/24/2021	41.31
	022421	pump C05	02/24/2021	428.18
	022421	switch C04	02/24/2021	55.29
	022421	freight out b15	02/24/2021	13.52
	022421	module C04	02/24/2021	122.70
	022421	tank G06	02/24/2021	71.55
	022421	belt D07	02/24/2021	29.67
	022421	hydraulic fittings	02/24/2021	646.12
	022421	A01 tires	02/24/2021	628.48
	022421	B42 gasket	02/24/2021	11.00
Total Public Works:				4,016.29
	022421	plexiglass for front desk	02/24/2021	158.00
	022421	Toner for front desk	02/24/2021	145.48
	022421	Rick Manchester Rotary Dues - 1/2 Rec Admin	02/24/2021	118.50
	022421	Rick Manchester Rotary Dues - 1/2 Aquatics Admin	02/24/2021	118.50
	022421	monitor calibration	02/24/2021	70.00
	022421	repairs to chlorine monitor	02/24/2021	105.00
	022421	custodial supplies	02/24/2021	534.01
	022421	custodial supplies	02/24/2021	534.01
	022421	shirts for racquetball tournament	02/24/2021	500.00
	022421	Ribbon for membership cards	02/24/2021	171.50
	022421	spotify	02/24/2021	9.99
	022421	threadlocker and nuts and bolts	02/24/2021	10.19
	022421	keys for steam room	02/24/2021	23.86
	022421	expanding file	02/24/2021	12.76
	022421	glue to repair tread on fitness equipment	02/24/2021	12.99
	022421	snacks for kidz programs	02/24/2021	306.38
	022421	10-61-027	02/24/2021	327.90
	022421	ASAP supplies	02/24/2021	31.82
	022421	snacks for ASAP	02/24/2021	10.72
	022421	facial tissue	02/24/2021	31.68

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	022421	repair water valve at Draw Street	02/24/2021	440.00
	022421	snow brush	02/24/2021	9.99
	022421	repairs parts for fitness equipment	02/24/2021	1,146.48
	022421	keys cut for City Hall front door	02/24/2021	46.25
	022421	keys cut for front door of rec center	02/24/2021	46.25
	022421	parts to repair fitness machine	02/24/2021	33.35
Total Recreation:				4,955.61
	022421	grease gun	02/24/2021	34.99
	022421	gloves	02/24/2021	48.16
	022421	drinking water	02/24/2021	17.97
	022421	propane	02/24/2021	18.52
	022421	propane	02/24/2021	.98
	022421	tape	02/24/2021	12.61
	022421	fuses	02/24/2021	4.84
	022421	fuse exchange	02/24/2021	1.07-
	022421	drinking water	02/24/2021	7.96
	022421	propane	02/24/2021	21.61
	022421	propane	02/24/2021	1.14
	022421	tape, nuts and bolts	02/24/2021	17.62
	022421	propane	02/24/2021	33.25
	022421	propane	02/24/2021	1.75
	022421	antifreeze	02/24/2021	84.90
	022421	propane	02/24/2021	22.23
	022421	propane	02/24/2021	1.17
	022421	de-icer	02/24/2021	7.59
	022421	def fluid	02/24/2021	177.45
	022421	mud flap	02/24/2021	15.43
	022421	def fluid refund	02/24/2021	175.00-
	022421	propane	02/24/2021	36.52
	022421	propane	02/24/2021	1.93
Total Solid Waste:				392.55
	022421	nitrile gloves	02/24/2021	26.59
	022421	gloves for lab work	02/24/2021	390.00
	022421	brass order	02/24/2021	3,261.72
	022421	heater motor for north lift station	02/24/2021	174.74
	022421	test fees	02/24/2021	100.00
	022421	meter couplers and check valves	02/24/2021	1,551.10
	022421	electric heater for water crane	02/24/2021	19.99
	022421	blowoff hydrant and parts	02/24/2021	753.38
	022421	12 and 2 parts	02/24/2021	1,801.11
	022421	hydrant repair kit	02/24/2021	537.94
Total Wastewater:				8,616.57
	022421	ferenco fitting 23rd ST	02/24/2021	17.69
	022421	brass 90	02/24/2021	14.29
	022421	cleaner	02/24/2021	7.99
	022421	boots	02/24/2021	135.00
	022421	grease fitting	02/24/2021	3.56
Total Water:				178.53
Total WELLS FARGO COMMERICAL CARD (132565):				59,979.05

Secondary Name	Invoice	Description	Invoice Date	Total Cost
WESCO RECEIVABLES CORP (131137)				
WESCO DBA:WESCO/KVA/MODERN	602107	DRILL BITS	02/01/2021	300.00
Total :				300.00
Total WESCO RECEIVABLES CORP (131137):				300.00
WESTERN UNITED ELECTRIC SUPPLY (10605)				
	6028608	250kva TRANSFORMER; SINGLE PH	02/15/2021	6,062.22
Total :				6,062.22
Total WESTERN UNITED ELECTRIC SUPPLY (10605):				6,062.22
WYOMING CHILD SUPPORT (132047)				
	21621	Garnishment Remittance # 245379 Order ID 1129679	02/16/2021	225.23
Total :				225.23
Total WYOMING CHILD SUPPORT (132047):				225.23
WYOMING HEALTH FAIRS (131158)				
	B0022674	BLOOD DRAW	02/05/2021	360.00
	B0022674	BLOOD DRAW	02/05/2021	200.00
	B0022674	BLOOD DRAW	02/05/2021	120.00
	B0022674	BLOOD DRAW	02/05/2021	80.00
	B0022674	BLOOD DRAW	02/05/2021	160.00
	B0022674	BLOOD DRAW	02/05/2021	400.00
	B0022674	BLOOD DRAW	02/05/2021	240.00
	B0022674	BLOOD DRAW	02/05/2021	120.00
	B0022674	BLOOD DRAW	02/05/2021	40.00
	B0022674	BLOOD DRAW	02/05/2021	200.00
	B0022674	BLOOD DRAW	02/05/2021	200.00
	B0022674	BLOOD DRAW	02/05/2021	120.00
	B0022674	BLOOD DRAW	02/05/2021	320.00
Total :				2,560.00
Total WYOMING HEALTH FAIRS (131158):				2,560.00
ZIVARO INC (131755)				
	IC0448855	EVault CLOUD DATA STORAGE	02/16/2021	28.24
	IC0448855	EVault CLOUD DATA STORAGE	02/16/2021	282.40
	IC0448855	EVault CLOUD DATA STORAGE	02/16/2021	9.41
	IC0448855	EVault CLOUD DATA STORAGE	02/16/2021	28.24
	IC0448855	EVault CLOUD DATA STORAGE	02/16/2021	56.48
	IC0448855	EVault CLOUD DATA STORAGE	02/16/2021	37.65
	IC0448855	EVault CLOUD DATA STORAGE	02/16/2021	367.12
	IC0448855	EVault CLOUD DATA STORAGE	02/16/2021	47.07
	IC0448855	EVault CLOUD DATA STORAGE	02/16/2021	28.24
	IC0448855	EVault CLOUD DATA STORAGE	02/16/2021	28.24
	IC0448855	EVault CLOUD DATA STORAGE	02/16/2021	28.25
Total :				941.34
Total ZIVARO INC (131755):				941.34

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Grand Totals:				271,559.63

Report GL Period Summary

GL Period	Amount
02/21	271,559.63
Grand Totals:	271,559.63

Vendor number hash: 4147237
Vendor number hash - split: 51716215
Total number of invoices: 45
Total number of transactions: 424

Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Open Terms	271,559.63	.00	271,559.63
Grand Totals:	271,559.63	.00	271,559.63
		Payroll 02/17/21	239,293.46
			510,853.09

Report Criteria:

Invoice Detail.Input date = 02/23/2021
Invoice.Batch = {NOT LIKE} "1"

MEETING DATE: 3/2/2021

DEPARTMENT: PUBLIC WORKS

PREPARED BY: ROB KRAMER

PRESENTED BY: PHILLIP BOWMAN

AGENDA ITEM SUMMARY REPORT

Bid 2021-03 (1) New Tilt Deck Equipment Trailer

ACTION TO BE TAKEN:

Approve the award of Bid 2021-03 to Suburban Sales for one Load Trail TH20 tilt deck trailer, in the amount of \$12,958.00.

SUMMARY OF INFORMATION:

A request was made in FY 2020/2021 for the purchase of a new rubber track compact excavator, within the Water and Wastewater Divisions. This new piece of equipment will require an equipment trailer for transport.

Bid packets were sent to Boones Machine, Certified Stainless Service dba West-Mark, Floyds Truck Center, Suburban Auto Sales and Titan Machinery.

Two bidders submitted three bids. These bids were opened at City Hall on 2/18/2021.

Suburban Sales submitted one bid for a Load Trail TH20 tilt deck trailer, in the amount of \$12,958.00.

Floyd's Truck Center submitted two bids.

1. Felling FT-20 tilt deck trailer, in the amount of \$18,211.00.
2. Trailmax 20TS tilt deck trailer, in the amount of \$23,496.00.

FISCAL IMPACT

Funding for this equipment, was included in the \$100,000 allocated for a mini-excavator in Resolution 2021-01 Budget Amendment.

ALTERNATIVES

Approve, or deny, the award of Bid 2021-03 to Suburban Sales for one Load Trail TH20 tilt deck trailer, in the amount of \$12,958.00.

ATTACHMENTS

1. Bid packet 2021-03

AGENDA & SUMMARY REPORT TO:

AGENDA ITEM NO. _____

1. Arnold Mollett, Suburban Sales, suburbansales@hotmail.com
2. Kevin Chafee, Floyds Truck Center, kchafee@floydstrucks.com



TABLE OF CONTENTS
BID NO. 2021-03 (1) New Tilt Deck Equipment Trailer

DOCUMENTS INCLUDED IN PACKET FOR BID NO 2021-03

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

For more information: City of Cody

307-527-7511

Bid No. 2021-03
(1) New Tilt Deck Equipment Trailer

The City of Cody will receive sealed bids until 2:00 p.m., 2/18/2021 at Cody City Hall, 1338 Rumsey Avenue, P.O. Box 2200, Cody, Wyoming 82414, for **(1) New Tilt Deck Equipment Trailer**. All bids will be opened and read aloud at this time. Full bid details and specifications are included in the bid packet available 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 **5%** of the total bid amount.

Dated this 26th Day of January, 2021.

Cynthia Baker
Administrative Services Officer

PUBLISH: February 4th, 2021
 February 11th, 2021



**INSTRUCTIONS: (1) New Tilt Deck Equipment Trailer
BID REQUEST NUMBER 2021-03**

The Bidder agrees to provide **(1) New Tilt Deck Equipment Trailer** 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 2021-03 City of Cody Specifications Form on pages 4-5 to indicate that the item being bid is exactly as specified. All (no) responses shall be explained in detail on an attached sheet. Bids will be accepted for consideration on any make or model that is equal or superior to the specifications.

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

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

The offer made herein shall be binding for 60 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 60 days after the delivery and acceptance of the unit.

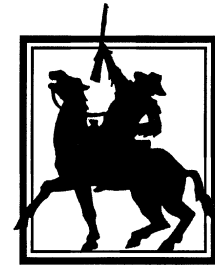
All material provided under this bid shall be new and unused. Bid documents may be obtained from:

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. 2021-03, (1) New Tilt Deck Equipment Trailer”** on the outside of the envelope.

The sealed bids must be returned to the City of Cody no later than 2:00 p.m. 2/18/2021. 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. 2021-03 (1) New Tilt Deck Equipment Trailer
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 Tilt Deck Equipment Trailer**, 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 Street, 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 **five percent (5%)** of the "TOTAL BID" amount, and that the bid price represents all costs to the City of Cody including delivery, setup, installation and testing of providing the unit in accordance with the specifications therefore. All bid guarantees must be received in the form of a bid bond, cashier's check or money order. No personal or business checks will be accepted as a bid guarantee. If a bid is received without the necessary 5% bid guarantee it will be rejected. The undersigned further understands that the Governing Body of the City of Cody shall determine in its sole discretion the most responsible bidder, and the Governing Body may reject any and all bids or make substitutions, waive defects deemed unsubstantial in any bid, and that if an award is made, the Governing Body will award the bid in the best interest of the City. Award of bid is subject to budget appropriation for this purchase.

The offer made herein shall be binding for 60 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

Bid # 2021-03

Minimum specifications for (1) New Tilt Deck Equipment Trailer

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.**

GENERAL

	<u>YES</u>	<u>NO</u>
1. New Tilt Deck Equipment Trailer, 22'	<input type="checkbox"/>	<input type="checkbox"/>
2. Minimum GVWR: 20,000 lbs	<input type="checkbox"/>	<input type="checkbox"/>
3. Maximum Stationary Deck Length: 6'	<input type="checkbox"/>	<input type="checkbox"/>
4. Maximum Gravity Deck Length: 16'	<input type="checkbox"/>	<input type="checkbox"/>
5. Minimum 3" Hydraulic Cylinder	<input type="checkbox"/>	<input type="checkbox"/>
6. Main Frame to be 10" I-Beam Construction with 3" C-channel Crossmembers, 16" on centers.	<input type="checkbox"/>	<input type="checkbox"/>
7. Diamond Plate Fenders	<input type="checkbox"/>	<input type="checkbox"/>
8. Painted Black	<input type="checkbox"/>	<input type="checkbox"/>

AXLES & TIRES

1. Electric Brakes	<input type="checkbox"/>	<input type="checkbox"/>
2. 10,000 lb Minimum Torsion Axles	<input type="checkbox"/>	<input type="checkbox"/>
3. ST215/75 R17.5 LRH Provider Tires; Including Spare	<input type="checkbox"/>	<input type="checkbox"/>
4. Spare Tire Mount	<input type="checkbox"/>	<input type="checkbox"/>
5. 17.5" Wheels	<input type="checkbox"/>	<input type="checkbox"/>

TONGUE, HITCH & JACKS

1. Bumper Pull - 2 5/16" ball, adjustable hitch	<input type="checkbox"/>	<input type="checkbox"/>
2. Tongue and Neck to be 10" I-Beam Construction	<input type="checkbox"/>	<input type="checkbox"/>
3. Galvanized safety chains with minimum 26,000 lb breaking load, and safety hooks and anchor shackles.	<input type="checkbox"/>	<input type="checkbox"/>
4. Tongue Mount Tool Box	<input type="checkbox"/>	<input type="checkbox"/>
5. Drop Leg Spring Return Jack	<input type="checkbox"/>	<input type="checkbox"/>

WIRING & LIGHTING

1. DOT approved Stop, Tail, Turn and Clearance L.E.D. Lights
2. 16 Ga. 5-Way Double Insulated Harness w/7-Way Plug
3. Conspicuity tape along both sides and tongue. Must meet DOT standards.

<u>YES</u>	<u>NO</u>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

MISCELLANEOUS

1. 2”X2” Top Rail
2. Minimum of twelve (12) 3” D-Rings; Welded On
3. Minimum of eight (8) Stake Pockets
4. Treated Wood Deck
5. Current Wyoming Residency Certificate

<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

MEETING DATE: 3/2/2021

DEPARTMENT: PUBLIC WORKS

PREPARED BY: ROB KRAMER

PRESENTED BY: PHILLIP BOWMAN

AGENDA ITEM SUMMARY REPORT

Bid 2021-02 (1) New Current Model Rubber Track Compact Excavator

ACTION TO BE TAKEN:

Approve the award of Bid 2021-02 to Bobcat of the Big Horn Basin, Inc. for one Bobcat E60R2 in the amount of \$68,860.10.

SUMMARY OF INFORMATION:

A request was made in FY 2020/2021 for the purchase of a new rubber track compact excavator for use within the Water and Wastewater Divisions.

Bid packets were sent to Bobcat of the Big Horn Basin, HE Equipment, Floyd's, The CAT Rental Store, Titan Machinery, Tractor and Equipment, Wyoming Machinery Company, Honnen Equipment, C&B Operations, Power Equipment Company.

Two bidders submitted two bids. These bids were opened at City Hall on 2/18/2021.

Bobcat of the Big Horn Basin submitted one bid for a Bobcat E60R2, in the amount of \$68,860.10.

Tractor and Equipment Company submitted one bid for a Caterpillar 306, in the amount of \$69,300.55.

FISCAL IMPACT

Funding for this equipment, in the amount of \$100,000.00, was budgeted for and approved in Resolution 2021-01 Budget Amendment.

ALTERNATIVES

Approve, or deny, the award of Bid 2021-02 to Bobcat of the Big Horn Basin, Inc. for one Bobcat E60R2 in the amount of \$68,860.10.

ATTACHMENTS

1. Bid packet 2021-02

AGENDA & SUMMARY REPORT TO:

1. Troy Schatz, Bobcat of the Big Horn Basin Inc, troy@bobcatofthebhb.com

AGENDA ITEM NO. _____

2. Dan Mollett, Tractor & Equipment Company, dmollett@tractorandequipment.com



TABLE OF CONTENTS

BID NO. 2021-02 (1) New Current Model Rubber Track Compact Excavator

DOCUMENTS INCLUDED IN PACKET FOR BID NO 2021-02

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

For more information: City of Cody

307-527-7511

Bid No. 2021-02

(1) New Current Model Rubber Track Compact Excavator

The City of Cody will receive sealed bids until 2:00 p.m., 2/18/2021 at Cody City Hall, 1338 Rumsey Avenue, P.O. Box 2200, Cody, Wyoming 82414, for **(1) New Current Model Rubber Track Compact Excavator.** All bids will be opened and read aloud at this time. Full bid details and specifications are included in the bid packet available 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 **5%** of the total bid amount.

Dated this 27th Day of January, 2021.

Cynthia Baker
Administrative Services Officer

PUBLISH: February 4th, 2021
February 11th, 2021



**INSTRUCTIONS: (1) New Current Model Rubber Track Compact Excavator
BID REQUEST NUMBER 2021-02**

The Bidder agrees to provide **(1) New Current Model Rubber Track Compact Excavator** 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 2021-02 City of Cody Specifications Form on pages 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 **five percent (5%)** of the "TOTAL BID" amount, and that the bid price represents all costs to the City of Cody including delivery, setup, dealer preparation, and all other costs of providing the unit in accordance with the specifications therefore. All bid guarantees must be received in the form of a bid bond, cashier's check or money order. No personal or business checks will be accepted as a bid guarantee. If a bid is received without the necessary 5% bid guarantee it will be rejected. The undersigned further understands that the Governing Body of the City of Cody shall determine in its sole discretion the most responsible bidder, and may reject any and all bids or make substitution, waive defects it deems unsubstantial in any bid, and that if an award is made, they will award the bid in the best interest of the City. Award of bid is subject to budget appropriation for this purchase.

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

The offer made herein shall be binding for 60 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. 2021-02, (1) New Current Model Rubber Track Compact Excavator**" on the outside of the envelope.

The sealed bids must be returned to the City of Cody no later than 2:00 p.m. 2/18/2021. 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. 2021-02 (1) New Current Model Rubber Track Compact Excavator
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 Current Model Rubber Track Compact Excavator**, 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 Street, Cody, WY 82414.

Bid Schedule	Quantity	Unit	Total Price
Bid for:			\$ _____
Less trade if any:			\$ (<u> N/A </u>)
Net Total Bid			\$ _____

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

The offer made herein shall be binding for 60 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

Bid # 2021-02

Minimum specifications for (1) New Current Model Rubber Track Compact Excavator

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. Current Model Diesel Powered Rubber Track Compact Excavator w/Extendable Arm	<input type="checkbox"/>	<input type="checkbox"/>
2. Compatible with Bobcat excavator attachments.	<input type="checkbox"/>	<input type="checkbox"/>
3. LENGTH: 218" minimum.	<input type="checkbox"/>	<input type="checkbox"/>
4. WIDTH: 77.5" maximum.	<input type="checkbox"/>	<input type="checkbox"/>
5. HEIGHT: 100.5" maximum.	<input type="checkbox"/>	<input type="checkbox"/>
6. TAIL OVERHANG, SIDE: 11" minimum.	<input type="checkbox"/>	<input type="checkbox"/>
7. BLADE WIDTH: 77" minimum.	<input type="checkbox"/>	<input type="checkbox"/>

B. ENGINE AND POWER TRAIN

1. ENGINE SIZE: Four Cylinder, Four Cycle, Water Cooled, Turbo-charged Diesel Engine, Developing a Minimum of 55 HP. Tier 4 compliant with no particulate filter.	<input type="checkbox"/>	<input type="checkbox"/>
2. Excavator shall not require Diesel Exhaust Fluid.	<input type="checkbox"/>	<input type="checkbox"/>
3. ENGINE BLOCK HEATER: Factory installed with cold weather starting aid.	<input type="checkbox"/>	<input type="checkbox"/>
4. AIR CLEANER: Dual element with restriction indicator.	<input type="checkbox"/>	<input type="checkbox"/>
5. MUFFLER: Factory installed, spark arresting.	<input type="checkbox"/>	<input type="checkbox"/>
6. TRAVEL: Two speed travel with auto shift.	<input type="checkbox"/>	<input type="checkbox"/>
7. FUEL TANK: 19 gallon minimum.	<input type="checkbox"/>	<input type="checkbox"/>

C. ELECTRICAL SYSTEM

1. BATTERY: Maintenance free heavy-duty with a min of 530 CCA.	<input type="checkbox"/>	<input type="checkbox"/>
2. ALTERNATOR: (12) volts, 90 amp minimum.	<input type="checkbox"/>	<input type="checkbox"/>
3. INSTRUMENTATION: GAUGES AND /OR INDICATORS: Factory installed; alternator output, engine coolant temp, engine oil pressure, hydraulic restriction, hydraulic temp., fuel level, hour meter, diagnostics and monitoring.	<input type="checkbox"/>	<input type="checkbox"/>
4. LIGHTS: Front and Rear work lights and rotating beacon.	<input type="checkbox"/>	<input type="checkbox"/>

D. CAB**YES****NO**

- | | | |
|--|--------------------------|--------------------------|
| 1. ROLLOVER PROTECTION STRUCTURE: Factory installed. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. FALLING OBJECTS PROTECTIVE STRUCTURE: Factory installed. | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. SEAT: Heated Fully adjustable suspension seat. | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. WINDSHIELD WIPERS: Multi-speed w/intermittent system. | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. HEATER/DEFROSTER: Factory installed manual control. | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. WINDOWS: Left, right, top and rear sliding windows w/removable front. | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. CAB INSULATION: Sound control kit, for operator comfort. | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. AM/FM Radio. | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. AIR CONDITIONING: Factory installed. | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. Keyless Ignition. | <input type="checkbox"/> | <input type="checkbox"/> |

E. OPERATING, PERFORMANCE SPECIFICATIONS

- | | | |
|--|--------------------------|--------------------------|
| 1. LIFT CAPACITY: 6,300 LB minimum. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. DIGGING DEPTH: 15' maximum. | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. DUMP HEIGHT: 16' maximum. | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. REACH AT GROUND LEVEL: 23' maximum. | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. DEPTH OF VERTICAL WALL: 116" maximum. | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. EXCAVATOR WEIGHT: 12,700 LB maximum. | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. AUXILARY HYDRAULICS: Front mounted with attachment control kit. | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. TRAVEL ALARM: Factory installed and of a sufficient decibel level so as to be audible to the human ear over and above the sound of the loader when operated at full throttle. | <input type="checkbox"/> | <input type="checkbox"/> |

F. ATTACHMENTS

- | | | |
|--|--------------------------|--------------------------|
| 1. BUCKET: (1) 18" and (1) 30" Heavy buckets | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Hydraulic front angle blade. | <input type="checkbox"/> | <input type="checkbox"/> |

G. MISCELLANEOUS**YES****NO**

1. **MANUALS:** The successful bidder shall supply an Operators, Service and Repair Manual for the compact excavator and attachments.
2. **WARRANTY:** One-year, unlimited hours.
3. **COUNTERWEIGHT KIT:** Factory installed.
4. Upon delivery to the City, the vehicle will be fully equipped as specified, serviced, cleaned and ready to enter service for the City of Cody.
5. 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 Compact Excavator at the City of Cody Shop located at 119 19th St., Cody, WY.
6. Dealer order showing all equipment being bid.
7. **DELIVERY:** 90 days Max.
8. Current Wyoming Residency Certificate

<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

MEETING DATE: MARCH 2, 2021
DEPARTMENT: COMMUNITY DEVELOPMENT/PW
PREPARED BY: TODD STOWELL
CITY ADM. APPROVAL: _____
PRESENTED BY: TODD STOWELL/PHILLIP BOWMAN

AGENDA ITEM SUMMARY REPORT

AGREEMENTS FOR GRANT OF EASEMENTS AND EASEMENT DOCUMENTS FOR EXTENSION OF CITY UTILITIES TO THE HUNT ANNEXATION PROPERTY

ACTION:

Authorize the agreements with SKB, LLC and Homestead Estate, LLC regarding the granting of easements to extend City utilities to the Hunt Annexation property, and authorize the mayor to sign said documents.

SUMMARY:

Public Works and Planning staff have negotiated the necessary easements to extend City utilities to the Hunt annexation property at 137 Belfry Highway. City sewer and power will be installed initially, and the easement would be available for City water as well. The affected property owners have already signed the documents, and as of the time of writing this report, we have the documents from one of the owners in our possession and are awaiting the other set to arrive in the mail. All compensation for granting the easements is in the form of in-kind contributions relating to waiving water or sewer connection/tap fees and installing a gravel road over a portion of the easement. The compensation to one of the owners is more than typical, but was necessary to acquire the easement, as the first preferred route was not granted and changing to a third alternative would have been much more costly.

FISCAL IMPACT

Indirect costs as outlined in the agreements.

ALTERNATIVES

Approve, deny or amend.

RECOMMENDATION

Approve and authorize the Mayor to sign the attached agreements for grant of easement with SKB, LLC and Homestead Estate, LLC.

ATTACHMENTS

Agreements and associated easement documents

AGENDA ITEM NO. _____

AGREEMENT FOR GRANT OF EASEMENT

THE PARTIES to this AGREEMENT FOR GRANT OF EASEMENT (AGREEMENT) are the City of Cody, Wyoming, a municipal corporation in Wyoming (CITY); and SKB, LLC, Wyoming limited liability company (hereinafter OWNER). This AGREEMENT is entered into as of the date last executed by the parties below.

RECITALS

- a. OWNER is the owner of certain real property in Cody, Park County, Wyoming, described on a deed dated April 25, 2019, and recorded with the Park County, Wyoming Clerk on April 25, 2019, at Document Number 2019-1935.
- b. CITY wishes to obtain an easement across the property of the OWNER for the purpose of constructing, installing, laying, maintaining and operating lines, pipes, wires, conduit, electric cabinets, and other appurtenances for certain utilities, including electric, water and sewer.

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

1. OWNER shall grant to CITY an easement under, over and across OWNER'S land described above for the purpose of allowing CITY to erect, construct, install, operate, maintain, inspect, alter, repair, replace and remove lines, wires, pipes, conduit, electric cabinets, and appurtenances and apparatus for electric, water and sanitary sewer utilities. The easement document shall

substantially conform to the attached Exhibit "A".

2. In consideration for OWNER granting an easement as described above to CITY, CITY will grant to OWNER the following:

-OWNER may connect one (1) sanitary sewer tap to a CITY sanitary sewer main so long as that CITY sanitary sewer main has the capacity to serve the OWNER'S property, and CITY shall not charge OWNER a hook up fee for such sanitary sewer tap. This shall be good for one Equivalent Residential Unit (up to 5,000 gallons of water use per month). OWNER shall be responsible for construction of the sanitary sewer tap and connection according to CITY standards, codes and regulations.

-OWNER may receive one (1) treated water service tap for up to a 1" (one inch) water service, and CITY shall not charge a water tap fee or connection fee for use of such connection. OWNER shall be responsible for construction of the water service tap and connection according to CITY standards, codes and regulations.

-Upon CITY use of the easement described above, CITY shall install a single lane gravel access drive, consisting of three inches (3") of road base extending 12 feet wide, in the north / south portion of the easement for a distance of approximately four hundred feet (400') north of County Road 2AB. The installation of this single lane gravel access drive does not constitute a "permitted access location" for future development, and is intended to serve the current undeveloped condition of the properties;

-CITY will grade those portions of the of SKB LLC property wherever any disturbance due to construction occurs.

3. TERMINATION: This agreement may be terminated by the CITY upon any of the following conditions:

a. DEFAULT: If OWNER defaults in any of its obligations as described in this agreement, CITY shall give OWNER written notice of such default, and

OWNER shall have fifteen days to cure such default. If OWNER fails to cure such default as required by this AGREEMENT, CITY may terminate this agreement.

b. Upon termination of this agreement, the obligations of both parties shall cease, and neither party shall be obligated to fulfill the obligations described in this Agreement.

4. LIABILITY: OWNER assumes all liability for itself, its agents, its representatives, contractors and employees upon the above-described property pursuant to this agreement.

5. OWNER has no authority to act on behalf of CITY in any capacity, and has no authority to bind or obligate the CITY to any contract, agreement or any other obligation.

6. IMMUNITY: By entering into this agreement, the CITY does not waive its sovereign immunity or governmental immunity, and does not waive the immunities, defenses and limitations provided under the Wyoming Constitution and Wyoming law, and the CITY expressly reserves the right to assert immunity as a defense to any claim or case arising under this agreement.

7. This agreement shall not be assigned by OWNER without the prior, written approval of the Governing Body of the CITY.

8. This agreement contains the entire understanding of the parties and there are no other promises, covenants, assurances or understandings beyond the scope of this written agreement.

THE REST OF THIS PAGE IS

LEFT INTENTIONALLY BLANK

SKB, LLC

BY: _____

DATE: _____

PRINTED NAME: _____

TITLE: _____

BY: _____

DATE: _____

PRINTED NAME: _____

TITLE: _____

CITY OF CODY, WYOMING

MATT HALL
MAYOR

DATE: _____

ATTEST:

CYNTHIA D. BAKER
ADMINISTRATIVE SERVICES OFFICER

DATE: _____

RIGHT-OF-WAY and EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That SKB LLC, hereinafter called GRANTOR (whether one or more), for and in consideration of the sum of Ten (\$10.00) Dollars and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto the City of Cody, a municipal corporation, P.O. Drawer 2200, Cody, Wyoming 82414 its successors, transferees and assigns, hereinafter called GRANTEE, an exclusive right-of-way and easement along a route, the right to lay, erect, construct, install, operate, maintain, inspect, alter, repair, replace, change the size of and remove GRANTEE'S utilities and appurtenances thereto including but not limited to electric, sanitary sewer, and treated water, on, over, under, across and through a strip of land situated in the County of Park in the State of Wyoming, which strip of land is more particularly described on the attached Exhibit "A" which by this reference is made a part hereof.

TO HAVE AND TO HOLD unto said GRANTEE, its successors and assigns, together with the right of ingress to and egress from said land across the property of the GRANTOR, for the purpose of laying, constructing, operating, maintaining, inspecting, altering, repairing or replacing and removing, the utilities and appurtenances of the GRANTEE located thereon, in whole or in part, at the will of the GRANTEE; it being the intention of the parties hereto that the GRANTOR may continue to use the surface of the right-of-way and easement strip conveyed hereby provided, however, that such use shall not interfere with GRANTEE's exercise of the rights hereby conveyed and the safe operation of its utilities.

IT IS FURTHER AGREED AND UNDERSTOOD as follows:

1. GRANTEE, its successors, transferees and assigns, shall have the right to assign and convey this instrument and any of the rights provided for herein in whole or in part and the same shall be divisible among two or more owners as to any right or rights created hereunder.
2. This right-of-way and easement does not convey any interest whatever in any oil, gas, or other minerals in, on or under the above-described land.
3. It is understood and acknowledged by GRANTOR that the person securing this grant is without authority to make any agreement in regard to the subject matter hereof which is not expressed herein and that any such agreement will not be binding on GRANTEE. This instrument contains all the terms and conditions and there are no other or different agreements or understandings between the GRANTOR and the GRANTEE or its agents, and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the GRANTEE or its agents and employees, except as such as are set forth herein.
4. This right-of-way and easement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original. All such counterparts shall together constitute one and the same right-of-way and easement. The word GRANTOR as used herein shall mean the party or parties who execute this instrument as GRANTOR, whether or not named in the caption or introductory paragraph hereof, and they shall be bound individually and in solido. Wherever necessary, words used in the singular shall be construed to read in the plural and words used in the masculine gender shall be construed to read in the feminine gender.
5. GRANTOR herein agrees not to reduce or increase the grade over any portion of the right-of-way and easement by more than one (1) foot or knowingly permit any party other than GRANTEE to reduce or increase such grade. Before GRANTOR allows any party other than GRANTEE to excavate or dig in any manner over any portion of the right-of-way and easement, GRANTOR shall obtain written permission from the GRANTEE and shall inform the other party of the existence of utilities within the right-of-way and easement.

6. This instrument and the covenants and terms herein contained shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

DATED this _____ day of _____, 2021.

SKB LLC

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

STATE OF WYOMING)
)SS.
COUNTY OF PARK)

The foregoing instrument was acknowledged before me by _____

for SKB LLC, this ____ day of _____, 2021.

WITNESS my hand and official seal.

Notary Public

My Commission Expires: _____

STATE OF WYOMING)
)SS.
COUNTY OF PARK)

The foregoing instrument was acknowledged before me by _____

for SKB LLC, this ____ day of _____, 2021.

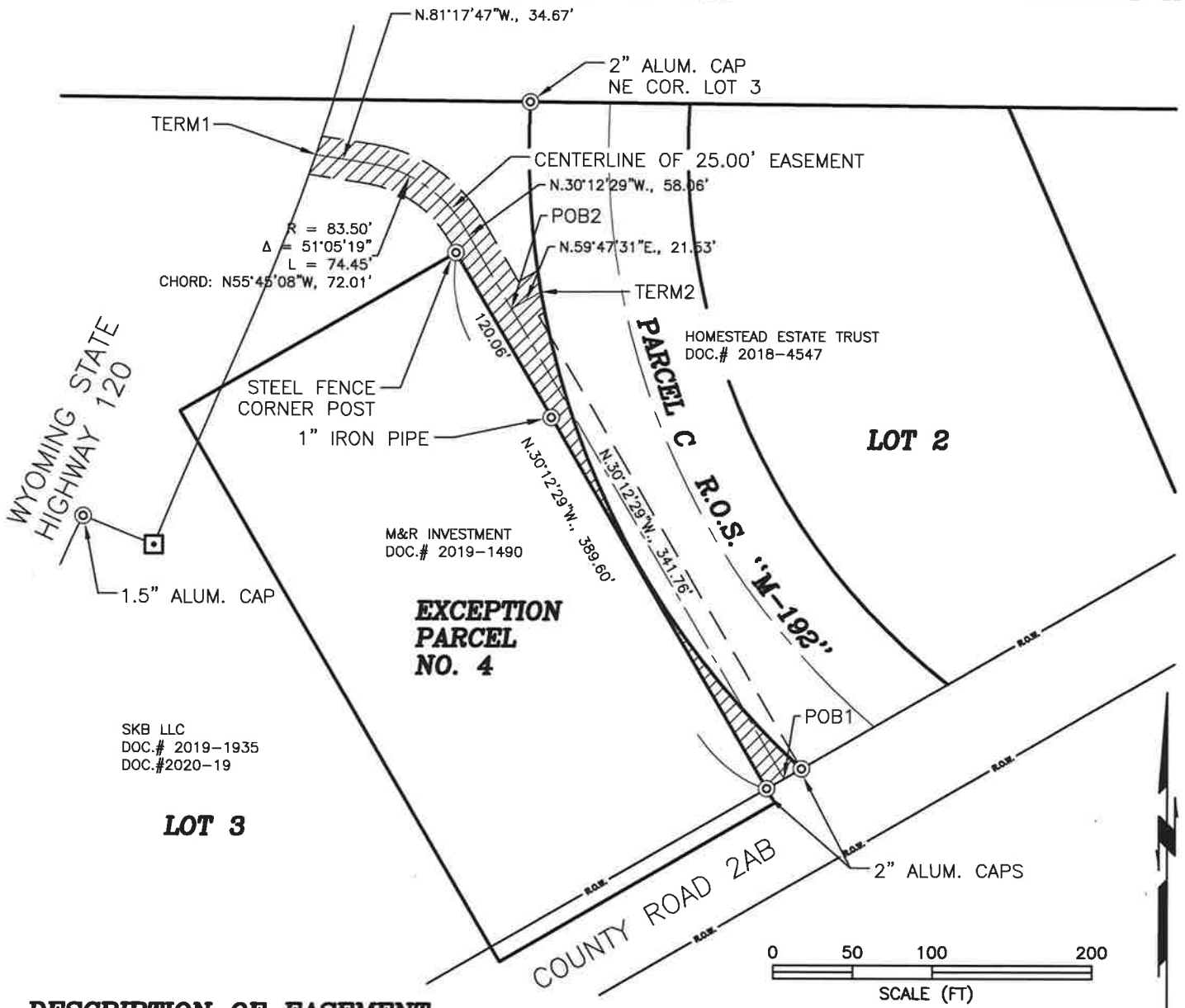
WITNESS my hand and official seal.

Notary Public

My Commission Expires: _____

T.53N., R.101W.

EXHIBIT A



DESCRIPTION OF EASEMENT

THAT PORTION OF TWO EASEMENT STRIPS 25.00 FEET IN WIDTH WITHIN LOT 3 OF THE DATE SUBDIVISION, CITY OF CODY, PARK COUNTY, WYOMING, THE CENTERLINE OF SAID 25.00 FOOT STRIPS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

STRIP 1

COMMENCING AT A 2" ALUMINUM CAP MARKING THE INTERSECTION OF THE EASTERLY LINE OF EXEMPTION PARCEL NO. 4 AS SHOWN ON THE PLAT OF SAID DATE SUBDIVISION AND THE NORTHERLY RIGHT-OF-WAY LINE OF PARK COUNTY ROAD 2AB, FROM WHICH A STEEL FENCE CORNER MARKING THE NORTHEAST CORNER OF SAID EXEMPTION PARCEL NO. 4 BEARS N.30°12'29"W., 389.60 FEET; THENCE ON AND ALONG SAID RIGHT-OF-WAY LINE, N.59°25'01"E., 12.50 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE, LABELED "POB1" HEREON; THENCE PARALLEL WITH AND 12.50 FEET EASTERLY OF THE EASTERLY LINE OF SAID EXEMPTION PARCEL NO. 4, N.30°12'29"W., 341.76 FEET TO A POINT LABELED "POB2" HEREON; THENCE CONTINUING N.30°12'29"W., 58.06 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, THE RADIUS OF WHICH IS 83.50 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 74.45 FEET, THE CHORD OF WHICH BEARS N.55°45'08"W., 72.01 FEET; THENCE N.81°17'47"W., 34.67 FEET, MORE OR LESS, TO THE EASTERLY RIGHT-OF-WAY LINE OF WYOMING STATE HIGHWAY 120, THE TERMINUS OF SAID CENTERLINE, LABELED "TERM1" HEREON;

STRIP 2

BEGINNING AT AFOREMENTIONED "POB2"; THENCE N.59°47'31"E., 21.53 FEET, MORE OR LESS, TO THE EASTERLY LINE OF SAID LOT 3, THE TERMINUS OF SAID CENTERLINE, LABELED "TERM2" HEREON;

SAID PORTION OF 25.00 FOOT EASEMENT STRIPS WITHIN SAID LOT 3 CONTAIN 0.181 ACRES, MORE OR LESS.

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE CITY OF CODY COORDINATE SYSTEM, WHICH IS BASED ON THE WYOMING COORDINATE SYSTEM NAD83 WEST CENTRAL ZONE.

CERTIFICATE OF SURVEYOR

I, LYLE J. CASCIATO, OF ENGINEERING ASSOCIATES, HEREBY CERTIFY THAT THIS MAP WAS PREPARED USING DOCUMENTS ON FILE IN THE PARK COUNTY CLERK'S OFFICE, AND FROM NOTES TAKEN DURING AN ACTUAL SURVEY PERFORMED UNDER MY DIRECTION BY OTHERS ON OCTOBER 5, 2020; AND THAT TO MY KNOWLEDGE, THIS MAP SHOWS THE SITUATION ON THE GROUND AT THE TIME OF ITS PREPARATION.



ALTERATION OF THIS MAP OTHER THAN BY THE ABOVE PROFESSIONAL LAND SURVEYOR OR AS OTHERWISE ALLOWED BY LAW MAY AFFECT LIABILITY FOR THE ACCURACY OF SAID MAP.

LEGEND

- ⊙ FOUND MONUMENT AS NOTED.
- ⊠ FOUND HIGHWAY RIGHT-OF-WAY MONUMENT.

MAP and DESCRIPTION OF EASEMENT

- For -

CITY OF CODY

- Located In -

LOT 3,
DATE SUBDIVISION,
CITY OF CODY,
PARK COUNTY, WYOMING

- Prepared By -

ENGINEERING ASSOCIATES, CODY, WYOMING
CONSULTING ENGINEERS & SURVEYORS



January 15, 2021
JOB NO. 20085.00
RMN

SHEET 1 OF 1

AGREEMENT FOR GRANT OF EASEMENT

THE PARTIES to this AGREEMENT FOR GRANT OF EASEMENT (AGREEMENT) are the City of Cody, Wyoming, a municipal corporation in Wyoming (CITY); and Homestead Estate, LLC limited liability company (hereinafter OWNER). This AGREEMENT is entered into as of the date last executed by the parties below.

RECITALS

- a. OWNER is the owner of certain real property in Cody, Park County, Wyoming, described on a deed dated August 16, 2018, and recorded with the Park County, Wyoming Clerk on September 4, 2018, at Document Number 2018-4547.
- b. CITY wishes to obtain an easement across the property of the OWNER for the purpose of constructing, installing, laying, maintaining and operating lines, pipes, manholes, wires, conduit, electric vaults, electric cabinets, and other appurtenances for CITY utilities including but not limited to electric, treated water, and sanitary sewer.

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

1. OWNER shall grant to CITY an easement under, over and across OWNER'S land described above for the purpose of allowing CITY to erect, construct, install, operate, maintain, inspect, alter, repair, replace and remove lines, pipes, manholes, wires, conduit, electric vaults, electric cabinets, and other appurtenances and apparatus for CITY utilities including but not limited to

electric, treated water, and sanitary sewer. The easement document shall substantially conform to the attached Exhibit "A".

2. In consideration for OWNER granting an easement as described above to CITY, CITY will grant to OWNER the following:

- OWNER may connect up to four (4) sanitary sewer taps to a CITY sanitary sewer main, without payment of the sanitary sewer hookup fee to the CITY, so long as that CITY sanitary sewer main has the capacity to serve the OWNER'S property described as follows:

- Lot 1 of the Date Subdivision; Lot 2 of the Date Subdivision; Parcel 1 of Record of Survey M-192; and that portion of Parcel 2 of Record of Survey M-192 lying with the City of Cody.

This shall be good for four (4) Equivalent Residential Units (up to 5,000 gallons of water use per Equivalent Residential Unit per month). The four sanitary sewer tap fee waivers can be combined into two waivers corresponding to two 1" (one inch) domestic water services, or into one waiver corresponding to one 1 ½" (one and one-half inch) domestic water service. OWNER shall be responsible for construction of the sanitary sewer tap and connection according to CITY standards, codes and regulations;

- Upon CITY use of the easement described above, CITY shall install a single lane gravel access drive, consisting of three inches (3") of road base extending 12 feet wide, in the north / south portion of the easement for a distance of approximately four hundred feet (400') north of County Road 2AB. The installation of this single lane gravel access drive does not constitute a "permitted access location" for future development, and is intended to serve the current undeveloped condition of the properties;

- Upon installation of a CITY sanitary sewer main in the utility easement, CITY shall provide an eight-inch (8") sanitary sewer stub to the east edge of the CITY utility easement at the location shown on the final

construction plans for future extension into and use by the OWNER'S property at their sole expense;

-Upon installation of a CITY electric line in the easement, CITY shall install a junction box at the location shown on the final construction plans, which junction box will provide a tie-in point for future extension into and use by the OWNER'S property at their sole expense.

3. TERMINATION: This agreement may be terminated by the CITY upon any of the following conditions:

a. DEFAULT: If OWNER defaults in any of its obligations as described in this agreement, CITY shall give OWNER written notice of such default, and OWNER shall have fifteen days to cure such default. If OWNER fails to cure such default as required by this AGREEMENT, CITY may terminate this agreement.

b. Upon termination of this agreement, the obligations of both parties shall cease, and neither party shall be obligated to fulfill the obligations described in this Agreement.

4. LIABILITY: OWNER assumes all liability for itself, its agents, its representatives, contractors and employees upon the above-described property pursuant to this agreement.

5. OWNER has no authority to act on behalf of CITY in any capacity, and has no authority to bind or obligate the CITY to any contract, agreement or any other obligation.

6. IMMUNITY: By entering into this agreement, the CITY does not waive its sovereign immunity or governmental immunity, and does not waive the immunities, defenses and limitations provided under the Wyoming Constitution and Wyoming law, and the CITY expressly reserves the right to assert immunity as a defense to any claim or case arising under this agreement.

7. This agreement shall not be assigned by OWNER without the prior, written approval of the Governing Body of the CITY.

8. This agreement contains the entire understanding of the parties and there are no other promises, covenants, assurances or understandings beyond the scope of this written agreement.

HOMESTEAD ESTATE, LLC

BY: _____

DATE: _____

PRINTED NAME: _____

TITLE: _____

BY: _____

DATE: _____

PRINTED NAME: _____

TITLE: _____

CITY OF CODY, WYOMING

MATT HALL, MAYOR

DATE: _____

ATTEST:

CYNTHIA D. BAKER
ADMINISTRATIVE SERVICES OFFICER

DATE: _____

RIGHT-OF-WAY and EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That HOMESTEAD ESTATE LLC, a Limited Liability Company, hereinafter called GRANTOR (whether one or more), for and in consideration of the sum of Ten (\$10.00) Dollars and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto the City of Cody, a municipal corporation, P.O. Drawer 2200, Cody, Wyoming 82414 its successors, transferees and assigns, hereinafter called GRANTEE, an exclusive right-of-way and easement along a route, the right to lay, erect, construct, install, operate, maintain, inspect, alter, repair, replace, change the size of and remove GRANTEE'S utilities and appurtenances thereto including but not limited to electric, sanitary sewer, and treated water, on, over, under, across and through a strip of land situated in the County of Park in the State of Wyoming, which strip of land is more particularly described on the attached Exhibit "A" which by this reference is made a part hereof.

TO HAVE AND TO HOLD unto said GRANTEE, its successors and assigns, together with the right of ingress to and egress from said land across the property of the GRANTOR, for the purpose of laying, constructing, operating, maintaining, inspecting, altering, repairing or replacing and removing, the utilities and appurtenances of the GRANTEE located thereon, in whole or in part, at the will of the GRANTEE; it being the intention of the parties hereto that the GRANTOR may continue to use the surface of the right-of-way and easement strip conveyed hereby provided, however, that such use shall not interfere with GRANTEE's exercise of the rights hereby conveyed and the safe operation of its utilities.

IT IS FURTHER AGREED AND UNDERSTOOD as follows:

1. GRANTEE, its successors, transferees and assigns, shall have the right to assign and convey this instrument and any of the rights provided for herein in whole or in part and the same shall be divisible among two or more owners as to any right or rights created hereunder.
2. This right-of-way and easement does not convey any interest whatever in any oil, gas, or other minerals in, on or under the above-described land.
3. It is understood and acknowledged by GRANTOR that the person securing this grant is without authority to make any agreement in regard to the subject matter hereof which is not expressed herein and that any such agreement will not be binding on GRANTEE. This instrument contains all the terms and conditions and there are no other or different agreements or understandings between the GRANTOR and the GRANTEE or its agents, and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the GRANTEE or its agents and employees, except as such as are set forth herein.
4. This right-of-way and easement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original. All such counterparts shall together constitute one and the same right-of-way and easement. The word GRANTOR as used herein shall mean the party or parties who execute this instrument as GRANTOR, whether or not named in the caption or introductory paragraph hereof, and they shall be bound individually and in solido. Wherever necessary, words used in the singular shall be construed to read in the plural and words used in the masculine gender shall be construed to read in the feminine gender.
5. GRANTOR herein agrees not to reduce or increase the grade over any portion of the right-of-way and easement by more than one (1) foot or knowingly permit any party other than GRANTEE to reduce or increase such grade. Before GRANTOR allows any party other than GRANTEE to excavate or dig in any manner over any portion of the right-of-way and easement, GRANTOR shall obtain written permission from the GRANTEE and shall inform the other party of the existence of utilities within the right-of-way and easement.

6. This instrument and the covenants and terms herein contained shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

DATED this _____ day of _____, 2021.

HOMESTED ESTATE LLC

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

STATE OF _____)
)SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____
for HOMESTEAD ESTATE LLC, a Limited Liability Company, this _____ day of
_____, 2021.

WITNESS my hand and official seal.

Notary Public

My Commission Expires: _____

STATE OF _____)
)SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____
for HOMESTEAD ESTATE LLC, a Limited Liability Company, this _____ day of
_____, 2021.

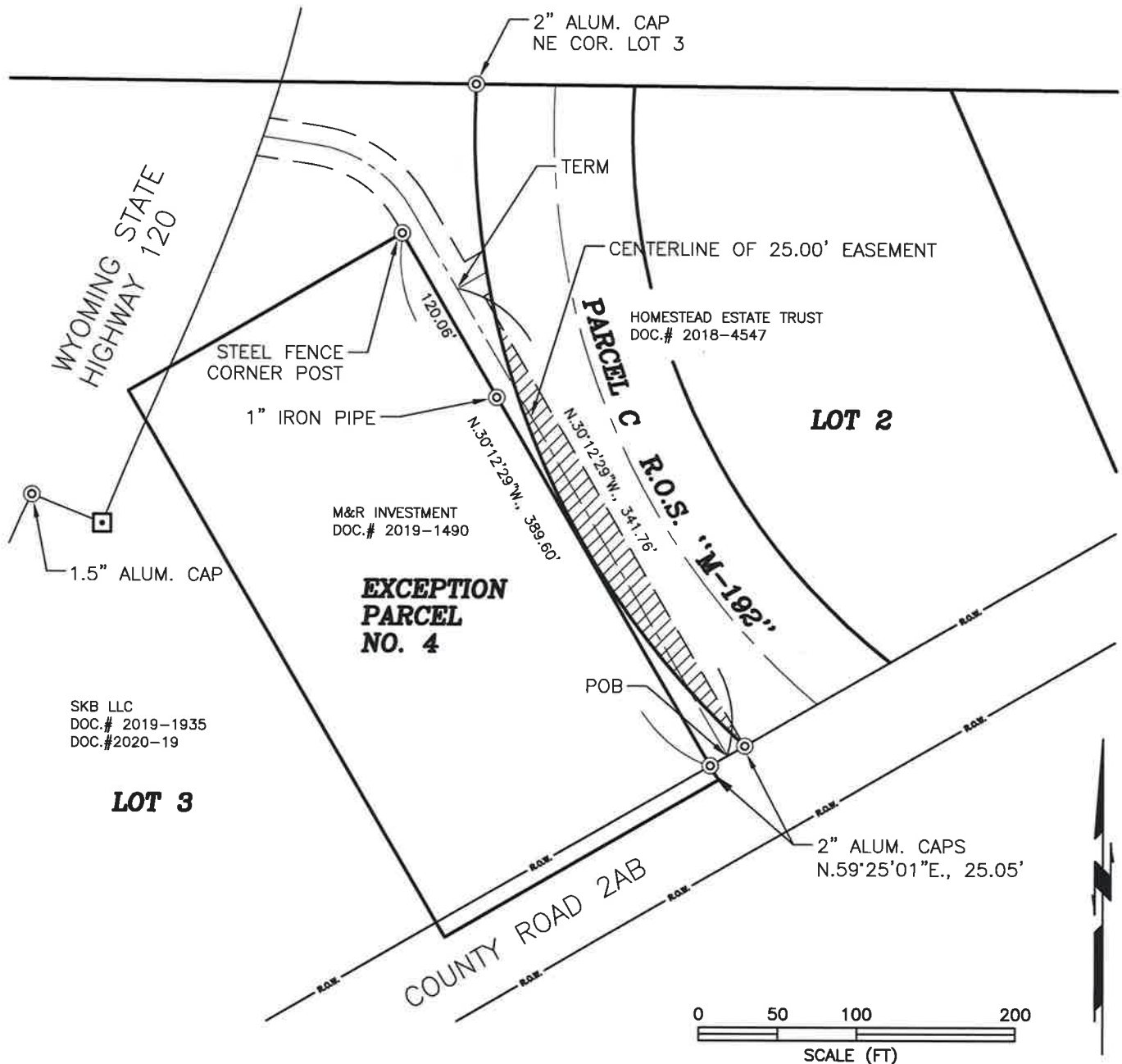
WITNESS my hand and official seal.

Notary Public

My Commission Expires: _____

T.53N., R.101W.

EXHIBIT A



DESCRIPTION OF EASEMENT

THAT PORTION OF AN EASEMENT STRIP 25.00 FEET IN WIDTH WITHIN PARCEL "C" AS SHOWN AND DESCRIBED ON THAT RECORD OF SURVEY FILED IN PLAT CABINET "M" AT PAGE 192 IN THE OFFICE OF THE PARK COUNTY CLERK, WITHIN THE NW1/4SW1/4 OF ORIGINAL SURVEY SECTION 29, ALSO BEING WITHIN RESURVEY TRACT 47, TOWNSHIP 53 NORTH, RANGE 101 WEST, 6TH P.M., CITY OF CODY, PARK COUNTY, WYOMING, THE CENTERLINE OF SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 2" ALUMINUM CAP MARKING THE INTERSECTION OF THE EASTERLY LINE OF EXEMPTION PARCEL NO. 4 AS SHOWN ON THE PLAT OF THE DATE SUBDIVISION AND THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 2AB, FROM WHICH A STEEL FENCE CORNER MARKING THE NORTHEAST CORNER OF SAID EXEMPTION PARCEL NO. 4 BEARS N.30°12'29"W., 389.60 FEET; THENCE ON AND ALONG SAID RIGHT-OF-WAY LINE, N.59°25'01"E., 12.50 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE, LABELED "POB" HEREON AND LOCATED S.59°25'01"W., 12.55 FEET FROM A 2" ALUMINUM CAP MARKING THE SOUTHWEST CORNER OF SAID PARCEL "C"; THENCE PARALLEL WITH AND 12.50 FEET EASTERLY OF THE EASTERLY LINE OF SAID EXEMPTION PARCEL NO. 4, N.30°12'29"W., 341.76 FEET TO THE TERMINUS OF SAID CENTERLINE, LABELED "TERM" HEREON;

SAID PORTION OF 25.00 FOOT EASEMENT STRIP WITHIN SAID PARCEL "C" CONTAINS 0.116 ACRES, MORE OR LESS.

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE CITY OF CODY COORDINATE SYSTEM, WHICH IS BASED ON THE WYOMING COORDINATE SYSTEM NAD83 WEST CENTRAL ZONE.

CERTIFICATE OF SURVEYOR

I, LYLE J. CASCIATO, OF ENGINEERING ASSOCIATES, HEREBY CERTIFY THAT THIS MAP WAS PREPARED USING DOCUMENTS ON FILE IN THE PARK COUNTY CLERK'S OFFICE, AND FROM NOTES TAKEN DURING AN ACTUAL SURVEY PERFORMED UNDER MY DIRECTION BY OTHERS ON OCTOBER 5, 2020; AND THAT TO MY KNOWLEDGE, THIS MAP SHOWS THE SITUATION ON THE GROUND AT THE TIME OF ITS PREPARATION.



LEGEND

- ⊙ FOUND MONUMENT AS NOTED.
- ⊠ FOUND HIGHWAY RIGHT-OF-WAY MONUMENT.

MAP and DESCRIPTION OF EASEMENT

- For -

CITY OF CODY

- Located In -

PARCEL "C", R.O.S. "M-192",
NW1/4SW1/4 SECTION 29, ORIGINAL
SURVEY, BEING ALSO WITHIN TRACT 47,
RESURVEY T.53N., R.101W., 6TH P.M.,
CITY OF CODY, PARK COUNTY, WYOMING

- Prepared By -

ENGINEERING ASSOCIATES, CODY, WYOMING
CONSULTING ENGINEERS & SURVEYORS



January 15, 2021
JOB NO. 20085.00
RMN

SHEET 1 OF 1

AGENDA ITEM SUMMARY REPORT

Cody Farmer's Market/Festival - Bob Moore Parking Lot

ACTION TO BE TAKEN

Consider a request from Zach Buchel, Cody Farmer's Market (CFM) to utilize the Bob Moore Parking Lot on Saturdays for the Months of May through October 2021. The event would take place 9 am to noon with the participants setting up no earlier than one hour prior to the start and tear down within one hour after the event ends. Approval would include the normal vendors, as well as, the addition of music (none amplified); Kids Games and an Informational booth. (see map for location of these additional items)

SUMMARY OF INFORMATION

Over the past several years Zach Buchel, Cody Farmer's Market pays for an Event Permit and is authorized to utilize the Bob Moore Parking Lot on Saturday's (May through Oct) to hold a weekly Farmers Market. He is requesting to utilize the same location for 2021, but would be adding some other attractions – Kids games, informational booth, and music.

FISCAL IMPACT

No Fiscal Impact as the CFM coordinates all activities with the vendors participating.
\$200.00 event permit for calendar year 2021 for this location.

RECOMMENDATION

1. Approve request
2. Deny request
3. Approve with modifications

ATTACHMENTS

City of Cody Agenda Request Forms, Liability insurance for event and Map outlining location of activities.

AGENDA & SUMMARY REPORT TO:

ZB@farmtablewest.com

AGENDA ITEM NO. _____



City of Cody Agenda Request Form



In order to fully prepare the Council for their meetings, individuals wishing to appear before the Council are asked to complete the following information prior to placement on the agenda. You will be notified of the date you have been scheduled to appear. You may also be contacted by City staff prior to the meeting to address concerns or provide additional information. Some requests may not require appearing before the Council for approval.

Please provide the following detailed information relating to your concern or request. **This form (and any relevant attachments) should be submitted in a timely manner, preferably at least 14 days prior to allow sufficient time for internal review. Untimely submission may result in the inability to be considered for approval.** Council packets are prepared in advance prior to Tuesday meetings. Meetings are held the first and third Tuesday of each month. Please complete the following information in full and return to City of Cody PO Box 2200 Cody, WY 82414 (Fax 307-527-6532).

Name of person to appear before the Council Zach Buxton, Shirley Bentley

Organization Represented Cody Farmers Market

Date you wish to appear before the Council 3/2 3/2

Email Address zbfarmmarketwest.com Telephone 815-529-5560

Names of all individuals who will speak on this topic Zach, Shirley

Event Title (if applicable) TBD

Date(s) of Event (if applicable) 5/1/21

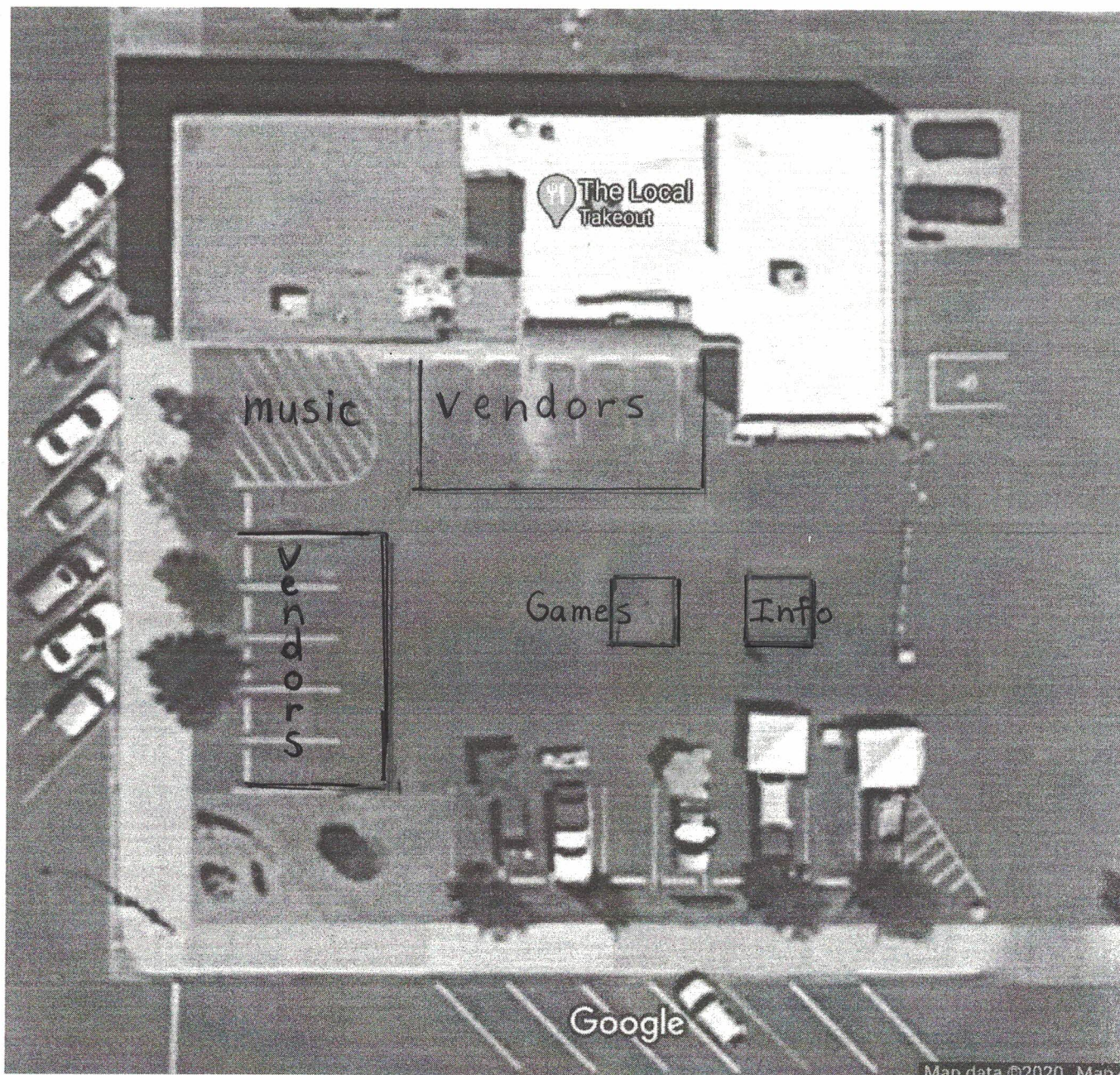
Location of Event (if applicable) Bob Moore Parking Lot

Full description of topic to be discussed (include all relevant information including any street closures, times of event, any special requirements or request etc., attach additional sheet if necessary and map showing location of event where applicable) This (Event Name TBD) on May 1st is basically the outdoor Cody Farmers Market from 9am 12pm with a few additions we would like to have... an information booth selling raffle tickets & handing out free individually wrapped ice cream, Kid's Games spread out apart with individual game pieces, & prizes handed out by helpers, so kids aren't touching the same objects, A few musicians playing softly in the background while people browse.

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

Signature [Signature] Date 2/15/21

Vendor	Name	Items Sold	Phone #	Email	
FarmTableWest	Zach Buchel	Produce	815-529-556	zb@farmtablewest.c	
Sauers Family Farm	Joel Sauers	Baked Goods	3072720701	joeltheriotsauers@g	
Xochis Apothecary	Ian & Katy Kuzmik	Herbal Tea	7038193713	xochis.apothecary@	
Cindy Gifford		Vinegar	3072501604	csgcody@yahoo.com	
Larry's Garden & Honey	Larry French	Honey	3072729194	larryjfrench1950@gr	
Ishawooa Mesa Ranch	Karen Hertel	Meat and Eggs	3078993398	leggcreekbeef@gma	
Enchantment Creek	Heather Olson	Herbs, Produce	3072401647	enchantmentcreek@	
Jean Shanor (Pickles & Salsa)		Produce, Pickle	3072507495	jeanshanor@gmail.c	
Shoshone River Farm	Scott Richard	Produce	3078996316	Shoshoneriverfarm@	
Shirley Bentley		Baked Goods	3072023140	truegrace.eph2@gm	



Google

Map data ©2020 Map

WS1693

CERTIFICATE OF INSURANCE

9/19/20

THE MOUNTAIN WEST FARM BUREAU MUTUAL INSURANCE COMPANY - 931 BOULDER DRIVE - LARAMIE WYOMING 82070 - ISSUES THIS CERTIFICATE AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THE INSURANCE AFFORDED IS SUBJECT TO ALL TERMS, EXCLUSIONS, AND CONDITIONS OF THE POLICIES. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURED NAME AND ADDRESS:



CODY FARMERS MARKET
PO BOX 940
CODY WY 82414-0940

POLICY NUMBER 90014289 EFFECTIVE DATE 11/07/20 EXPIRATION DATE 11/07/21
AGENT 211 JEANNA KENNEDY 307 587-9669

TYPE OF INSURANCE

GENERAL LIABILITY OCCURRENCE BASIS

GENERAL AGGREGATE LIMIT (OTHER THAN
PRODUCTS/COMPLETED OPERATIONS)
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT
PERSONAL AND ADVERTISING INJURY LIMIT
EACH OCCURRENCE LIMIT
FIRE DAMAGE LIMIT

LIMITS OF LIABILITY

\$2,000,000
NOT APPLICABLE
\$1,000,000
\$1,000,000
\$50,000 ANY ONE FIRE

HIRED AUTOS
NON-OWNERSHIP

NOT COVERED
NOT COVERED

AUTOMOBILE LIABILITY
AUTOS

NOT COVERED

GARAGE LIABILITY

GARAGE KEEPERS

NOT COVERED

EXCESS LIABILITY

UMBRELLA FORM

POLICY NUMBER _____

COMBINED SINGLE LIMIT

GENERAL INFORMATION

HAS SUBROGATION BEEN WAIVED? YES ___ NO X
ADDITIONAL NAMED INSURED -
STEVEN PARKES

160 VIA DE LA VALLE
SOLANA BEACH CA 92075

WE WILL GIVE THE CERTIFICATE HOLDER 30 DAYS NOTICE IF THE POLICY IS
CANCELED BY US OR IF WE MATERIALLY CHANGE COVERAGE DURING THE TERM OF THIS POLICY.

CERTIFICATE ISSUED TO:

STEVEN PARKES
160 VIA DE LA VALLE
SOLANA BEACH CA 92075-1953

AUTHORIZED SIGNATURE

9/19/20
DATE ISSUED

Wcrtc2



City of Cody
Vendor Application

READ GENERAL INFORMATION PRIOR TO COMPLETING

License Period: 5/1/21 to 10/31/21 Wyoming State Sales Tax # 83-2334867

Name of Business: Cody Farmers Market

Mailing Address of Business: 774 Road 2AB Cody, WY 82414

Phone No. of Applicant: _____ Cell Phone No. 815-529-5560

Contact Name for Applicant: ZACH BUEHEL

Type of Business/Product: ~~Produce~~ Farmers Market: Produce, Beef, Herbal Remedies
Honey, Baked Goods, Flour

Address(es)/location(s) where business will be conducted – List All Applicable locations

13th & Beck Parking Lot (Bob Moore Parking Lot)

8am - 1pm every Saturday

Dates Business will be conducted in City limits: 5/1/21 - 10/31/21

Please list the names, contact information of all individuals conducting business under the above business name:
(attach additional sheets if necessary)

Name	EMAIL	Phone #
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please list vehicle descriptions and license plate numbers of all vehicles operating under this license:
(attach additional sheets if necessary)

Vehicle Description (year, make, model)	License Plate Number	State
_____	_____	_____
_____	_____	_____
_____	_____	_____

Attach a location map showing where the business vehicle(s) structures, and any signs will be placed on each property location listed above.

Zach Buehel
Signature of Applicant

2/18/21
Date

*A copy of this application will be faxed to the State of Wyoming
Department of Revenue for sales tax compliance verification (307) 754-2686.

For City Use Only

License Fee \$ _____

Date Paid _____

License No _____

CDD Approved _____

MEETING DATE:	MARCH 2, 2021
DEPARTMENT:	COMMUNITY DEVELOPMENT
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____
PRESENTED BY:	TODD STOWELL

AGENDA ITEM SUMMARY REPORT

The Preliminary Plat of the Bromley Minor Subdivision

ACTIONS TO BE TAKEN

Approve the preliminary plat of the Bromley Minor Subdivision, a 4-lot subdivision of property at 1719 29th Street.

SUMMARY

The proposal is to divide a 0.64-acre parcel located at 1719 29th Street into four residential lots. The property is located in the Residential R-3 zoning district. The property currently contains a single residence and two sheds. The preliminary plat drawing is attached.

A detailed analysis of the subdivision is found in the attached report to the Planning and Zoning Board. The Board adopted the staff recommendation without change.

RECOMMENDATION:

The Planning and Zoning Board has recommended that the City Council approve the preliminary plat of the Bromley minor subdivision, including the variance for no alley, subject to the following conditions:

1. Coordinate with the City regarding the electrical service route and provide easements as needed.
2. Modify the utility plan to minimize the number of street crossings, and add the plans from the 3rd party utility providers (cable, phone, telecommunications, and natural gas) to the utility plan. Submit the final utility layout with the final plat.
3. Remove the existing circular driveway approaches to 29th Street prior to development of Lot 3.
4. Provide shared access easements at the common east corners of Lots 1 and 2 and of Lots 3 and 4. The easements must be at least 20 feet wide and 25 feet long.
5. Coordinate with the electric division to remove the City yard light and associated power cable at the time of final plat review.
6. Either install an 8-foot-wide asphalt pathway along the property frontage to Public Works specifications, or contribute \$11,200 to the City towards installation of such a pathway.
7. All work within the 29th Street right-of-way requires a street encroachment permit from Public Works, prior to excavation or construction.
8. Contact Cody Canal and the McMillan Irrigation Company for approval of the irrigation distribution plan.



AGENDA ITEM NO. _____

9. On the final plat, include dedication of the 29th Street right-of-way to the City.
10. Provide the final plat documents in accordance with the subdivision ordinance requirements.

ATTACHMENTS:

Preliminary Plat

Planning & Zoning Board Staff Report

(RESURVEY)

(RESURVEY)

PIPELINE, TELEGRAPH, & TELEPHONE LINE EASEMENT GRANTED TO THE ILLINOIS PIPE LINE COMPANY BY THE DEED RECORDED IN BOOK 87 AT PAGE 560 OF THE DEED RECORDS OF THE PARK COUNTY CLERK AND RECORDER, ASSIGNED TO HUSKY PIPELINE COMPANY BY THE ASSIGNMENT RECORDED IN BOOK 321 AT PAGE 359 OF SAID DEED RECORDS.

1. PRIMARY CONTACT FOR CORRESPONDING WITH OWNER IS RUSSELL B. BLOUGH, MORRISON-MAETRE, (307) 587-6281, CODY, WYOMING.

2. NAME OF PROPOSED SUBDIVISION IS THE BROCKLEY MINOR SUBDIVISION.

3. PROPERTY OWNER IS MICHAEL F. BROCKLEY AND LINDA D. BROCKLEY, TRUSTEES OF THE MICHAEL F. BROCKLEY LIVING TRUST DATED JUNE 27, 2002, 8119 MAYNARD DRIVE, CODY, WYOMING 82404.

4. THE PROPOSED SUBDIVISION IS LOCATED IN THE SOUTHWEST CORNER OF SECTION 36, T14N, R10E, WYOMING.

5. ALL BEARINGS ARE BASED ON THE CITY OF CODY DATUM, WHICH IS BASED ON THE WYOMING COORDINATE SYSTEM MAD 83/93 NEAR CENTRAL ZONE.

6. TOTAL ACRES OF THE BROCKLEY MINOR SUBDIVISION IS 19.90 ACRES (30.177 SQUARE FEET).

7. THERE ARE NO KNOWN FLOOD AREAS WITHIN THE PROPOSED COW MINOR SUBDIVISION.

8. PROPERTY IS ZONED MEDIUM-HIGH DENSITY RESIDENTIAL, RS. LAND USE IS RESIDENTIAL.

9. BUILDING SETBACK LINES IN THE MEDIUM-HIGH DENSITY RESIDENTIAL, RS, ZONE ARE: FRONT YARD SETBACK 30 FEET, SIDE YARD SETBACK 10 FEET, REAR YARD SETBACK 10 FEET. THERE ARE NO SETBACKS LESS THAN 15 FEET. SIDE YARD OF NO LESS THAN 5 FEET EXCEPT 0' FOR A COMMON WALL. PROVIDING: THAT A COMMON WALL IS NOT REQUIRED TO BE SETBACK FROM THE ADJACENT 15 FEET OF AN ALLY LINE OR TO GO TO A WALL IN WALL NEXT TO ALLEY NO OVERHANG PERMITTED.

10. A SPRINKLER IRRIGATION SYSTEM IS CURRENTLY IN PLACE FOR THE BROCKLEY MINOR SUBDIVISION.

11. ADJACENT LANDS AND OWNERS WITHIN 200 FEET OF THE PROPOSED SUBDIVISION ARE SHOWN HEREON.

LOT 1	RICHARD C. & LINDA J. HORDCHOK
LOT 2	MATTHEW DONN GOULD
LOT 3	JANEANE A. MALBERT
LOT 4	HEATHER N. GOLDSBY
LOT 5	CATHERINE M. SLENN
LOT 22	GENE R. ASHLEY
LOT 23	MOUNTAIN SPIRIT HABITAT FOR HUMANITY, INC.
LOT 24	SHEILA M. DUNKLEMAN
LOT 25	MICHAEL L. COZZENS
LOT 26	COREY D. & CHRYSTAL A., YOUNG
LOT 27	VERA RUTH EVERT

LOT 71-28A KRUGER FAMILY TRUST (ZONE R3)
 LOT 71-28B CALVIN L. NOTEBOOM (ZONE R2)
 LOT 71-28C ELIZABETH F. & WILLIAM P. JR. DEANS (ZONE R2)
 LOT 71-28D ERNEST A. ROYBAL (ZONE R2)

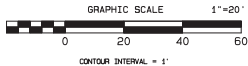
TR 71-2 CONNIE MONATT QUALIFIED PERSONAL RESIDENCE TRUST
S 66' TR 71-3 ROBERT LEE & CHERYL ANN GOULD
N 99' TR 71-3
S 33' TR 71-4 ANDREW BISCHOFF

LOT 1 JERRY THIEL AND SONS CONSTRUCTION, INC

LOT 1 KAREN E. MCCREERY

LOT 1 ANDREW C. NELSON ET AL.

1/8" NBRB WITH 2" ALUM. CAP SET	
1/8" NBRB WITH ALUMINUM CAP SET - REPLACED	
1/8" NBRB WITH 2" ALUM. CAP FOUND	
BRASS CAP SET	
RECORD DIMENSIONS SHOWN THIS ()	
GAS METER	
WATER VALVE	
IRRIGATION HEADGATE	
IRRIGATION PUMP	
POWER POLE	
ELECTRIC METER	
SANITARY SEWER MANHOLE	
OVERHEAD POWER LINE	
DIARIED TELEPHONE LINE	
EXISTING WATER MAIN PIPELINE	
PROPOSED WATER PIPE	
NATURAL GAS PIPELINE	
EXISTING SANITARY SEWER	
PROPOSED SANITARY SEWER	
PROPOSED IRRIGATION PIPE	
EXISTING GRAVEL DRIVEWAY	
FENCE	
IRRIGATION DITCH	
EXISTING IRRIGATION PIPELINE	
SURFACE PVC SPRINKLER PIPELINE	



SCALE: 1" = 500'

STATE OF WYOMING) ss
COUNTY OF PARK)
I, RUSSELL B. BLOUGH ON BEHALF OF MORRISON MATERIALS, INC. OF COOK,
WYOMING DO HEREBY CERTIFY THAT THIS MAP WAS PREPARED FROM FIELD NOTES
TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECTION ON DECEMBER 4,
2000, THAT THIS MAP CORRECTLY SHOWS THE RESULTS OF SAID SURVEY AND THAT
THE MONUMENTS FOUND ON SET ARE AS SHOWN TO THE BEST OF MY KNOWLEDGE
AND BELIEF.



A SUBDIVISION OF PORTIONS
OF TRACTS 71-29 & 71-30
THE CODY HEIGHTS SUBDIVISION

WITHIN THE CITY OF CODY
AND LOCATED
IN TRACT 71, T. 53 N., R. 101 W., 6TH P.M.
PARK COUNTY, WYOMING (RESURVEY)

 Morrison Majeire engineers • architects • planners	1408 Broadway Avenue New York, NY 10018 Phone: 212.697.2828 Fax: 212.697.2829	1/4 SEC. TRACT 71 TOWNSHIP 68 NORTH RANGE 301 WEST
	PROJECT NO. 00000000000000000000	68 th PRINCIPAL MERIDIAN (RESERVE) PARK COUNTY, WYOMING
FIELD WORK: NMM DRAWN BY: JMM CHECKED BY: JMM	DATE: 10/18/2008 SCALE: 1"=50' PROJ. # : 0001.001	CLIENT: MICHAEL BOWLEY PLOTTED: Feb 8, 2009 SHEET 1 OF 1

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

MEETING DATE:	FEBRUARY 23, 2021	TYPE OF ACTION NEEDED	
AGENDA ITEM:		P&Z BOARD APPROVAL:	
SUBJECT:	PRELIMINARY PLAT FOR THE BROMLEY MINOR SUBDIVISION, A 4-LOT MINOR SUBDIVISION. SUB 2021-01	RECOMMENDATION TO COUNCIL:	X
PREPARED BY:	TODD STOWELL, CITY PLANNER	DISCUSSION ONLY:	

PROJECT OVERVIEW

The proposal is to divide a 0.64-acre parcel located at 1719 29th Street into four residential lots. The property currently contains a single residence and two sheds. The preliminary plat drawing is attached.

SUBDIVISION REGULATIONS

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

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

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

Comment- No new public streets or alleys are proposed.

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

Comments- 29th Street is not fully developed to City standards, but has sufficient right-of-way width (80 feet) to be built to the specified standard in the master plan (3-lane arterial street with curb, gutter, sidewalk, bike lanes, parking lanes, and streetlights). As an arterial street, the developer is not typically required to widen the street and install all associated improvements on their own, but they are required to agree to participate proportionally in any road improvement district that is formed, pursuant to "Q" below. See also "Q".



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

P. Alleys: Alleys shall be required in all subdivisions with the minimum width being twenty feet (20')

Comment: A variance to the alley requirement is requested. Staff supports the alley variance as garbage collection will occur along 29th, and the amount of land the alley would require would severely impact the potential density of the development (likely lose one lot and lose options for ADUs on two of the remaining three lots). It is noted that the platted alley to the north is not open, and was authorized to be vacated across Lot 71-28A.

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 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: In practice, the City has not been able to form a road improvement district for decades. As a result, street improvements by the City rarely occur and are limited to relatively small projects, unless the City is able to obtain street funding through federal or state sources (which continues to dwindle to almost nothing). Without a new funding source, such as a one-penny tax, 29th Street will likely remain as is for decades. Staff would propose that rather than do nothing, the developer be held responsible for a separated pathway along the subdivision frontage of the same width as the pathway along 29th Street between Central Avenue and Sheridan Avenue. The separated pathway fulfills the intent of the sidewalk requirement, and can occur without curb and gutter being in place.

The pathway is shown on the master plan trails map. This photo is of the pathway section in front of Lincoln Estates.



Public Works has indicated that they would be willing to install the pathway as part of a larger project, funded by other developer contributions that the City has received and is expecting to receive, along with a cash contribution by this developer. Public Works indicates that \$5 per square foot of pathway along the property frontage would be the amount requested from this development, which comes out to \$11,200 based on 280 feet of frontage and an 8-foot-wide asphalt pathway. Public Works would cover the engineering design and construction, which would be able to occur within the next two years. The pathway would be within the City right-of-way. If the developer wants to do the entire design and construction for along his frontage, that is an option as well, but likely more expensive.

Items "R" through "T" are standards that relate to new streets and drainage that are not applicable to this project.

U. Lot Requirements:

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

Comment: Met. The R-3 zoning requires 3,200 square feet per lot, with a minimum frontage of 30 feet for interior lots.

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

Comment: All lots have frontage on 29th Street. As 29th Street is an arterial with significant traffic, access management principles recommend minimizing the number of access points in order to preserve street capacity and minimize safety issues. Pursuant to 10-16-8(D) of the City code (parking ordinance), the city engineer shall specify the locations, widths, and designs of all approaches to and from city streets.

It is proposed that shared accesses be required at the common boundaries of Lots 1 and 2 and Lots 3 and 4. In order for the shared approaches to function as single accesses, there needs to be an easement established for the shared area. It would appear that an easement 20 feet wide and at least 25 feet long will be needed. A longer length may be needed, and could be established by the developer based on actual house configuration when houses are constructed on the lots. Ideally, the parking within the lots would be configured so that vehicles do not have to back out onto 29th Street, yet that is not specifically required for single-family lots.

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

Comment: Met.

4. *Strip lots...will be prohibited.*

Comment: Met.

5. *Blocks: ...*

Comment: Met.

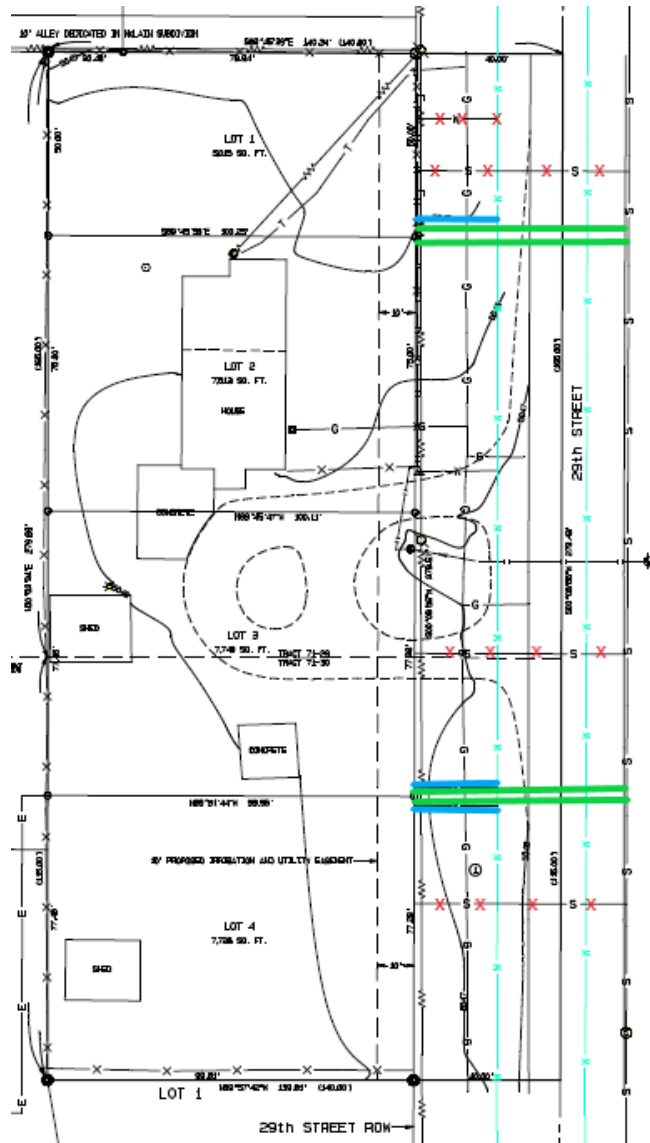
Section 11-5-1, DEVELOPMENT AND IMPROVEMENT also includes standards for construction. Applicable sections are listed below.

F. Sanitary Sewer: ...Each lot within the proposed subdivision shall be connected to a minimum eight-inch (8") diameter sewer main by a minimum four-inch (4") diameter sewer service line. The service lines shall be extended from the sewer main to the property line according to city standards. ...

Comment: Will be met as proposed. However, significant cost savings can occur by minimizing the number of street cuts and placing multiple sewer (and water) services in the same trench. Staff has drawn out a conceptual layout to minimize street cuts. Blue lines represent new domestic water services and green represents sewer services. The red "x" indicates the line can be eliminated. In the staff layout, sleeving the water line is likely necessary to meet plumbing code, and protecting the curb stops in the shared access area with concrete collars will be needed, but plastic pipe and a couple of concrete collars is way cheaper than additional street cuts.

Within the right-of-way, water and sewer service lines are to be at least one foot horizontally from each other.

Lot 2 contains an existing house and sewer service. If the sewer service is as old as the house (1948), it may be wise to install a new sewer service now, utilizing a common trench running to the lot line between Lots 1 and 2. The developer should have a plumber camera the line to inspect the material and condition of the existing sewer service. While this is strongly recommended, it is not required—just trying to prevent a future street cut if the sewer service has to be replaced in the future. The existing house wouldn't need to connect to the new service



immediately. (The applicant's long-term plan is to replace the existing house with a new house, and the new house could connect at that time.)

G. Storm Sewer...

Comment: Minor subdivisions are exempt from the storm water policy.

H. Water: All water mains will be designed and constructed according to city approved specifications and the city standards. The system will connect each lot within the proposed subdivision to a minimum six inch (6") diameter main by the use of a minimum three-fourths inch (3/4") copper service line. The service lines shall be extended from the main to the property line according to city standards. ...

Comment: Will be met as proposed. See discussion in "Sanitary Sewer" above for common trench options.

I. Fire Hydrants...

Comment: Met. A hydrant is at the Central Avenue intersection.

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

Comment: Not applicable. The irrigation ditch is across 29th Street, and comes into the subdivision near the northeast corner of Lot 3. A distribution plan for the irrigation water will be submitted with the final plat.

K. Utilities: All utilities (electrical service, natural gas, telephone, cable TV, etc.) shall be installed underground, whenever possible, in the streets, alleys or utility easements shown on the final plat. All buried utilities will be placed before the finished surface is placed on the streets or alleys ... It will be the developer's responsibility to ensure that all utilities necessary or reasonably expected are placed within the proposed subdivision.

Comment: The electrical division would prefer to serve this subdivision with an underground line running just west of the subdivision in the Mountain Spirit common area tract (open space). That route would enable some overhead lines and poles along the north and east sides of this property to eventually go away. We have contacted adjacent owners and have requested an easement. If the needed easement is not granted, the power would need to be run along the front or back of the property being divided, and applicable easements provided.

The route and trench used by the City electrical system would be available for other dry utilities (cable, phone, telecommunications, and gas). For the final plat the applicant will need to contact those utility providers and determine their plans for serving the subdivision.

The City yard light on Lot 3, and the overhead power line that serves it, will be removed at the time of the final plat.

M. Street Lighting...

Comment: Street lighting exists along Alger Avenue.

N. Public Use Areas: ...

Comment: Minor subdivisions are exempt from this requirement.

RECOMMENDATION:

Recommend that the City Council approve the preliminary plat of the Bromley minor subdivision, including the variance of no alley, subject to the following conditions:

1. Coordinate with the City regarding the electrical service route and provide easements as needed.
2. Modify the utility plan to minimize the number of street crossings, and add the plans from the 3rd party utility providers (cable, phone, telecommunications, and natural gas) to the utility plan. Submit the final utility layout with the final plat.
3. Remove the existing circular driveway approaches to 29th Street prior to development of Lot 3.
4. Provide shared access easements at the common east corners of Lots 1 and 2 and of Lots 3 and 4. The easements must be at least 20 feet wide and 25 feet long.
5. Coordinate with the electric division to remove the City yard light and associated power cable at the time of final plat review.
6. Either install an 8-foot-wide asphalt pathway along the property frontage to Public Works specifications, or contribute \$11,200 to the City towards installation of such a pathway.
7. All work within the 29th Street right-of-way requires a street encroachment permit from Public Works, prior to excavation or construction.
8. Contact Cody Canal and the McMillan Irrigation Company for approval of the irrigation distribution plan.
9. On the final plat, include dedication of the 29th Street right-of-way to the City.
10. Provide the final plat documents in accordance with the subdivision ordinance requirements.

ATTACHMENTS

Preliminary plat

MEETING DATE: MARCH 2, 2021

DEPARTMENT: PUBLIC WORKS – WASTEWATER, ELECTRIC

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

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

AGENDA ITEM SUMMARY REPORT

Award of Bid Number 2021-01 – 2AB Utility Extension Project

ACTION TO BE TAKEN

Award Bid Number 2021-01 for the 2AB Utility Extension Project to Lane, LLC in the amount of \$186,495.00, and authorize the Mayor to sign the Notice of Award, Agreement between Owner and Contractor, and all associated contract documents.

SUMMARY OF INFORMATION

The 2AB Utility Extension Project was advertised for public bidding in the Cody Enterprise on January 7 and January 14, 2021, and bids were received by the City and publicly opened on February 11, 2021. Three (3) bids were received for the project and the City's project consultant, Engineering Associates (EA), has tabulated the bids received and reviewed the documents required for submittal with all bids. As summarized in the attached email, EA has determined that Lane, LLC is the responsive low bidder and is recommending that they be awarded the project. City Staff has reviewed the documents prepared by EA and agrees with their recommendation to award.

It is requested that the Mayor sign and execute the Notice of Award (NOA) for the project. The executed NOA and Agreement between Owner and Contractor will be sent to Lane, LLC and upon receipt of the necessary documents in return (performance bond, insurance documents, and Agreement signed by the contractor), the Mayor will then sign and execute the Agreement. It is anticipated that the Notice to Proceed will be provided to Lane, LLC around or before March 29, 2021, and that work on the project will begin shortly after that. The specific details of the construction schedule will be determined through meetings and discussion with EA and the contractor, and it is anticipated that all construction will be complete around or before May 7, 2021, based on the completion date defined in the Agreement.

Scott Kolpitzke, City Attorney, has reviewed the the contract documents.

FISCAL IMPACT

This project is included in the approved FY2021 Budget and is jointly funded by the Wastewater Fund and the Electric Fund. The bid received from Lane, LLC came in below the amount budgeted for the project.

ATTACHMENTS

1. Email of Recommendation from Engineering Associates
2. Bid Tabulation of bids received and Engineer's Estimate of Probable Construction Costs
3. Notice of Award to Lane, LLC (for Mayor's signature)
4. Agreement between Owner and Contractor (for Mayor's signature at a future date)

AGENDA & SUMMARY REPORT TO

None

AGENDA ITEM NO. _____



2AB Sanitary Sewer & Electric Utility Extensions Award

1 message

Rob Overfield <RobertOv@eaengineers.com>
To: Phillip Bowman <pbowman@cityofcody.com>
Cc: Ian Sporkin-Morrison <IanSM@eaengineers.com>

Fri, Feb 12, 2021 at 11:55 AM

Phillip – we completed the attached bid tab for this project and all figures were checked. There were no errors in any of the three bids received. We contacted Dave Daniels with CenturyLink, who was listed as a reference in the bid package. He has been acquainted with Brandon Phillips, VP of Lame LLC for over six years. Brandon has completed numerous horizontal boring projects for them with no issues. We also contacted Pat Allen, with Wyoming Financial Insurance, who wrote the bid bond for Lame LLC. Pat indicated that they did a thorough due diligence review of both Brandon Phillips-VP and Daren Casey-President of Lame LLC. They found that Lame LLC has the crews and equipment to perform the work in this project. Finally, I talked to Brandon this morning and asked if he was still comfortable with his bid price. He indicated that he was satisfied that Lame LLC can perform the work for this project for the bid price offered.

Therefore, we recommend that Cody City Council consider awarding this project contract to Lame LLC.

Attached is the Notice of Award for the Mayor's signature. Upon receiving that signed document, we will prepare the contract documents and distribute to Lame LLC for execution.

Let me know if the City needs originals or copies of the bid documents received at the bid opening.

Call with any questions. Rob

Robert A. Overfield, PE (WY, CO) - *Know Where to Draw the Line* -

902 13th Street | P.O. Box 1900 | Cody, WY 82414

Phone: 307-587-4911 | Cell: 307-272-0131 | Fax: 307-587-2596

robertov@EAengineers.com | <http://www.EngineeringWyoming.com/>



Visit Us on Facebook

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BID TABULATION

BID SCHEDULE :				ENGINEER'S OPINION OF PROBABLE PROCUREMENT COSTS		Lame, LLC		Springline Construction, Inc		Nicholson Dirt Contracting	
ITEM NO.	DESCRIPTION	UNITS	EST. QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	MOBILIZATION	LS	1	\$18,000.00	\$18,000.00	\$10,500.00	\$10,500.00	\$10,900.00	\$10,900.00	\$12,500.00	\$12,500.00
2	MAP BURIED UTILITY	EA	1	\$150.00	\$150.00	\$11,000.00	\$11,000.00	\$475.00	\$475.00	\$500.00	\$500.00
3	GENERAL STORM WATER PERMIT	LS	1	\$2,500.00	\$2,500.00	\$500.00	\$500.00	\$2,525.00	\$2,525.00	\$500.00	\$500.00
4	CLEAR AND GRUB	AC	0.3	\$1,000.00	\$300.00	\$4,000.00	\$1,200.00	\$3,625.00	\$1,087.50	\$9,000.00	\$2,700.00
5	TRENCH EXCAVATION & BACKFILL	LF	210	\$10.00	\$2,100.00	\$60.00	\$12,600.00	\$14.50	\$3,045.00	\$12.00	\$2,520.00
6	COMPACTED BACKFILL- TYPE 2	LF	210	\$6.00	\$1,260.00	\$51.00	\$10,710.00	\$14.50	\$3,045.00	\$10.00	\$2,100.00
7	BENTONITE TRENCH PLUG	EA	2	\$350.00	\$700.00	\$2,100.00	\$4,200.00	\$725.00	\$1,450.00	\$500.00	\$1,000.00
8	CROSS UNDER BURIED UTILITIES	EA	1	\$250.00	\$250.00	\$8,500.00	\$8,500.00	\$400.00	\$400.00	\$1,000.00	\$1,000.00
9	DIRECTIONAL BORE FOR 6-INCH HDPE PIPE W/ TRACE V	LF	666	\$170.00	\$113,220.00	\$97.00	\$64,602.00	\$203.75	\$135,697.50	\$250.00	\$166,500.00
10	BASIC MANHOLE (4-FT DIA); INCLUDE INTERIOR COATIN	EA	1	\$7,000.00	\$7,000.00	\$12,000.00	\$12,000.00	\$5,400.00	\$5,400.00	\$6,500.00	\$6,500.00
11	ADDITIONAL MANHOLE DEPTH (4-FT DIA W/ COATING)	VF	5	\$370.00	\$1,850.00	\$1,600.00	\$8,000.00	\$215.00	\$1,075.00	\$400.00	\$2,000.00
12	REFERENCE MARKER	EA	4	\$60.00	\$240.00	\$400.00	\$1,600.00	\$150.00	\$600.00	\$250.00	\$1,000.00
13	8-INCH PVC ASTM 3034; SDR 35	LF	40	\$50.00	\$2,000.00	\$19.00	\$760.00	\$38.50	\$1,540.00	\$17.00	\$680.00
14	6-INCH DIA HDPE IPS; AWWA C906 (160 PSI) PE 4710, DR	LF	695	\$28.00	\$19,460.00	\$16.00	\$11,120.00	\$19.75	\$13,726.25	\$15.00	\$10,425.00
15	8-INCH DIA HDPE IPS; AWWA C906 (160 PSI) PE 4710, DR	LF	137	\$31.00	\$4,247.00	\$19.00	\$2,603.00	\$42.75	\$5,856.75	\$18.00	\$2,466.00
16	6" X 8" HDPE BUTT-FUSED CONCENTRIC REDUCER ASSI	EA	1	\$500.00	\$500.00	\$3,800.00	\$3,800.00	\$575.00	\$575.00	\$500.00	\$500.00
17	8-INCH HDPE BUTT-FUSED WYE CLEANOUT ASSEMBLY	EA	1	\$2,000.00	\$2,000.00	\$8,400.00	\$8,400.00	\$5,400.00	\$5,400.00	\$3,500.00	\$3,500.00
18	PIPE ANCHOR	EA	6	\$1,400.00	\$8,400.00	\$2,400.00	\$14,400.00	\$1,050.00	\$6,300.00	\$1,200.00	\$7,200.00
TOTAL BID SCHEDULE A:				\$184,177.00		\$186,495.00		\$199,098.00		\$223,591.00	
						Out of State 5%		Out of State 5%		Out of State 5%	
						Total Bid		Total Bid		Total Bid	
						\$186,495.00		\$209,052.90		\$223,591.00	

** INDICATES A MATHEMATICAL ERROR



NOTICE OF AWARD

Date of Issuance: March 3, 2021

Owner: CITY OF CODY, WYOMING

Owner's Contract No.: 2021-01

Engineer: ENGINEERING ASSOCIATES

Engineer's Project No.: 20085.00

Bidder: Lame, LLC

Bidder's Address: POB 339, Green River, Wy 82395

TO BIDDER:

You are notified that Owner has accepted your Bid dated February 11, 2021 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for the following project:

CODY – 2AB SANITARY SEWER & ELECTRIC UTILITY EXTENSIONS.

The Contract Price of the awarded Contract is: \$ 186,495.00.

Three (3) unexecuted counterparts of the Agreement (C-520), Payment and Performance Bonds (C-610 and C-615), and covers of the Project Manual and Drawings) accompany this Notice of Award. A copy of the Contract Documents has been made available to Bidder electronically as well.

Three (3) sets of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 30 calendar days of the date of receipt of this Notice of Award, that is by April 2, 2021:

1. Deliver to Owner three (3) counterparts of the Agreement, Payment Bond, Performance Bond and covers fully executed by Bidder.
2. Other conditions precedent:
 - Certificates of Insurance
 - Statement from Wyoming Employment Security Commission
 - Statement from Wyoming Division of Worker's Safety and Compensation

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: CITY OF CODY, WYOMING

By:

(Authorized Signature)

Name & Title: Matt Hall, Mayor

Copy: Engineer

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between CITY OF CODY, WYOMING ("Owner") and
LAME, LLC ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

CODY – 2AB SANITARY SEWER & ELECTRIC UTILITY EXTENSIONS

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a whole or only a part, is generally described as follows: CODY – 2AB SANITARY SEWER & ELECTRIC UTILITY EXTENSIONS

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by:

ENGINEERING ASSOCIATES
POB 1900
Cody, WY 82414
(307) 587-4911

- 3.02 The Owner has retained Engineering Associates ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

- A. The Work will be substantially completed on or before April 23, 2021, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before May 7, 2021.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$1,000.00 for each calendar day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$600.00 for each calendar day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and Final Completion are not additive and will not be imposed concurrently.
 4. ~~Milestones, if any: Contractor shall pay Owner \$_____ for each [working] [calendar] day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each Milestone, until each Milestone is achieved. These Milestone liquidated damages are additive to substantial completion liquidated damages.~~

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:
 - a. 95 percent of Work completed (with the balance being retainage). ~~If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 6 percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, if any, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, if any, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - J. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:

1. This Agreement (pages 00520-1 to 7, inclusive).
 2. Performance bond (pages 00610-1 to 00610-3, inclusive).
 3. Payment bond (pages 00615-1 to 00615-3, inclusive).
 4. Other bonds.
 - a. n/a (pages ____ to ____, inclusive).
 5. General Conditions (pages 00700-1 to 00700-68, inclusive).
 6. Supplementary Conditions (pages 00800-1 to 00800-14, inclusive).
 7. Specifications as listed in the table of contents of the Project Manual.
 8. Drawings (not attached but incorporated by reference) consisting of 6 sheets with each sheet bearing the following general title: CODY – 2AB Sanitary Sewer & Electric Utility Extensions.
 9. Addenda (numbers 00990-xx to 00990-xx, inclusive).
 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid Exhibit A (pages 00410-1 to 00410-XX, inclusive, plus Bid Bond, Wyoming Residency Certificate and Certificate of Adoption).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages N/A to ____, inclusive).
 - c. Documentation submitted by Contractor after Notice of Award – Exhibit B – i) Letter of Good Standing from the Wyoming Department of Employment and ii) Letter of Good Standing from the Wyoming Workers Compensation Department **and iii) Proof of Extraterritorial Coverage** and iii) Certificates of Insurance.
 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed (pages 00500-1, inclusive).
 - b. Work Change Directives (pages 00940-xx, inclusive).
 - c. Change Orders (pages 0941-xx, inclusive).
 - d. Field Orders (pages 00942-xx, inclusive).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Wyoming Laborers*

- A. Contractor, by signing this Agreement, acknowledges the requirements of Wyoming Statute 16-6-203 to hire only Wyoming Laborers on this project. IF Wyoming Laborers are not available, or not qualified, to perform the work involved, other laborers may be used. Contractor shall provide certification from the nearest Wyoming Workforce Center to substantiate unavailability. A Contractor's Affidavit of Project Payroll Reporting will be required before Final Payment will be made.

10.07 Other Provisions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

CITY OF CODY, WYOMING

LAME, LLC

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

P.O. BOX 2200

P.O. BOX 339

CODY, WY 82414

GREEN RIVER, WY 82935

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

ORDINANCE 2021-02

AN ORDINANCE DELETING SUBSECTION 10-15-3(B)(3)(a) OF THE CITY OF CODY CODE PERTAINING TO OFF-PREMISE SIGNS

WHEREAS, notice of the public hearing to consider the proposed ordinance was published in the Cody Enterprise on January 26, 2021;

WHEREAS, a public hearing was held on February 16, 2021 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 proposed ordinance;

WHEREAS, the governing body of the City of Cody has reviewed the proposed ordinance and public comments and finds that it is in the best interest of the public to adopt the proposed ordinance.

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

Title 10, Chapter 15, Section 3, Subsection (B)(3)(a) of the City of Cody Code is hereby deleted as follows:

3. Off Premises Signs:

~~a. Conformance: Any wall, projecting or freestanding sign allowed under this chapter may be used to advertise off premises businesses or products as a substitute for a sign on the same site where the business is located. Off premises sign plan review applications shall require written consent from the property owner(s) of the off premises site. Off premises signs must conform to the regulations that apply to the premises where the sign is located.~~

Effective Date. This Ordinance shall become effective after final passage and publication in the Cody Enterprise.

PASSED ON FIRST READING: February 2, 2021

PASSED ON SECOND READING: February 16, 2021

PASSED, ADOPTED AND APPROVED
ON THIRD AND FINAL READING:

Matt Hall, Mayor

ATTEST:

Cynthia Baker, Administrative Services Officer