City of Cody City Council

Revised - AGENDA

Tuesday, March 16, 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 Regular Meeting held on March 2, 2021 and Special Work Session held on February 25, 2021 and March 11, 2021.
   b. Approve Vouchers and payroll in the amount of $1,383,351.82.
   c. Authorize the Mayor to sign the Acknowledgement of Conflict of Interest to Representation. (City of Cody and Park County School District)
   d. Authorize the Mayor to sign the Acknowledged of Conflict of Interest and Consent to Representation (City of Cody and Northwest Rural Water District)
   e. Approve and authorize the Mayor to sign an agreement between the City of Cody and Cody Kountry Aquatic Team (CKATS) as it relates to use of the Pool at the Recreation Center.
   f. Approve and authorize the Mayor to sign an MOU between the Cody Country Chamber of Commerce and the City of Cody as it relates to the Wild West Extravaganza Festival/Event on July 1, 2, 3 and 4th 2021.

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

   Public Hearing to consider if it is in the public interest to issue a restaurant liquor license for Wyoming Roadhouse LLC located at 1651 8th Street.

4. Conduct of Business

a. Consider approving restaurant liquor license for Wyoming Roadhouse LLC located at 1651 8th Street, dependent upon a certificate of occupancy and valid food service permit.

Staff Reference: Cindy Baker
Spokesperson: Gary Johnston, Wyoming Roadhouse LLC

b. Consider approving the Street Closure Requests, as noted in the agenda summary and use of the City Park for the annual Cody Country Car Show on August 27th and 28th, approval to include staff recommendations.

Staff Reference: Chief Baker & Phillip Bowman, Public Works Director
Spokesperson: Ken Posey, Cody Country Car Show

c. Consider approving the Street Closure Requests and Temporary Stop Sign Changes, as noted in agenda summary and use of the City Park for the Fistful of Dirt Bike race/event to be held on September 4th and 5th, approval to include staff recommendations.

Staff Reference: Chief Baker and Phillip Bowman, Public Works Director
Spokesperson: Janie Curtis, Event Director

d. Approve the site plan for the expansion of the KOA campground, subject to conditions of approval.

Staff Reference: Todd Stowell, City Planner

e. Approve Change Order #4 for the Beacon Hill Water Tank and Water Main Extension Project, and authorize the Mayor to sign and execute all associated documents.

Staff Reference: Phillip Bowman, Public Works Director

f. Consider approval of Amendment No 1 to the Professional Services Agreement with Engineering Associates for the 2AB Utility Extension project and authorize the Mayor to sign said documents.

Staff Reference: Phillip Bowman, Public Works Director

g. Resolution 2021-04

A Resolution Amending the City of Cody Final Budget for Fiscal Year 2020-2021.

Staff Reference: Leslie Brumage, Finance Officer.

h. Resolution 2021-05

A Resolution Approving the merger of the Cody Urban Systems Committee and the Cody Traffic Committee and forming the Cody Urban Systems & Traffic Committee.

Staff Reference: Phillip Bowman, Public Works Director

i. Consider appointing Chief Chuck Baker, Carson Rowley, P.E.(two-year term) and Stefanie Bell (three-year term) to the Cody Urban Systems & Traffic Committee.

Staff Reference: Phillip Bowman, Public Works Director

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 25, 2021 – Thursday – Council Work Session 5:00 p.m.
April 6, 2021 – Tuesday - Regular Council Meeting 7:00 p.m.

City of Cody
Council Proceedings
Tuesday, March 2, 2021

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, March 2, 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 accept the agenda as presented and to approve the Consent Calendar including approval of Regular Minutes from Regular Minutes from February 16, 2021, approve Vouchers and payroll in the amount of $510,853.09; award Bid 2021-03 to Suburban Sales for one (1) Load Trail TH20 tilt deck trailer, in the amount of $12,958.00; award Bid 2021-02 to Bobcat of the Big Horn Basin, Inc for one (1) Bobcat E60R2 in the amount of $68,860.10 and 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. Vote was unanimous.

Council Member Quick made a motion seconded by Council Member Swett to approve the Use of Bob Moore Parking Lot – on Saturdays – May through October from 9 AM to noon for Famers Market/Festival. Vote was unanimous.

Council Member Fritz made a motion seconded by Council Member Baily to approve the preliminary plat of the Bromley Minor Subdivision, a 4-lot subdivision of property at 1719 29th Street. Vote was unanimous.

Council Member Rasmussen made a motion seconded by Council Member Ballard to 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. Vote was unanimous.

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. Council Member Fritz made a motion seconded by Council Member Rasmussen to approve Ordinance 2021-01 on Third and Final Reading. Vote was unanimous.

Council Member Ballard made a motion seconded by Council Member Baily to remove the tabled item “to Consider approving the proposed updates to the Financial Management Policy”. Vote was unanimous. Council Member Fritz made a motion seconded by Council Member Baily to table this item for discussion future discussion. Vote was unanimous.

There being no further action Mayor Hall adjourned the meeting at 7:47 p.m.

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Mayor Matt Hall Cindy Baker, Administrative Services Officer

City of Cody
Council Proceedings
Thursday, February 25, 2021

A Special Work Session of the Cody City Council was held in the Cody Club Room in the Cody Auditorium on Thursday, February 25th at 5:00 p.m.

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

Absent: Mayor Matt Hall, Council Member Justin Baily

Council President Ballard called the meeting to order at 5:00 p.m.

Discussion was held on the vacant RPT Park Position. No action was taken

An informational discussion was held on the Concerts in the Park – 2021 Schedule and the Ice Cream Social. Staff was directed to proceed as presented and to budget accordingly for the usual ice cream social event. No action wat taken.

The Governing Body discussed Financial Policy Revision and Finance Officer; Leslie Brumage provided responses to questions that were presented. No action was taken.

Council Members were assigned as Department Liaisons and discussion was held on communication between staff and the department s/he was assigned to as a liaison. No action was taken.

There being no further discussion, the meeting adjourned at 6:20 p.m.

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Cindy Baker
Administrative Services Officer

Diane Ballard
Council President

City of Cody
Council Proceedings
Thursday, March 11, 2021

A Special Work Session of the Cody City Council was held in the Cody Club Room in the Cody Auditorium on Thursday, March 1, 2021 at 5:00 p.m.

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

Absent: Mayor Matt Hall, Council Member Justin Baily

Council President Ballard called the meeting to order at 5:00 p.m.

Jona Vanata, Veterans Memorial Foundation provided the Governing Body with information relating to the fund-raising campaign for the needed repair to the Vietnam Memorial, as well as, presented information on the additional memorial the committee would like to see added to the site. This memorial was a map of Vietnam. The committee was directed to work with the Parks and Rec Division to discuss funding, if available and to bring to the City Council for consideration and approval. No action was taken.

Lee Haines and Karen Horner with Park County Library provided information relating the Library and their involvement in the community. No action was taken.

General discussion was held between the Governing Body and the Shoshone Recreation Board. No action was taken.

There being no further discussion, the meeting adjourned at 6:18 p.m.

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Cindy Baker
Administrative Services Officer

Diane Ballard
Council President

Report Criteria:
Invoice Detail.Input date = 03/09/2021
Invoice.Batch = {NOT LIKE} "1"

Secondary Name	Invoice	Description	Invoice Date	Total Cost
AMERICAN FAMILY LIFE ASSUR (550)				
	481622	AFLAC PREMIUM	03/09/2021	2,216.43
Total :				2,216.43
Total AMERICAN FAMILY LIFE ASSUR (550):				2,216.43
AMERICAN WELDING & GAS, INC. (128592)				
	7654591	OXYGEN/ACETYLENE/CYLINDER RENTAL	02/28/2021	66.09
	7654592	CARBON DIOXIDE/CYLINDER RENTAL	02/28/2021	31.93
Total :				98.02
Total AMERICAN WELDING & GAS, INC. (128592):				98.02
BADGER DAYLIGHTING (132656)				
	53.1001.11	REFUND HYDRANT WATER DEPOSIT	02/24/2021	471.21
Total :				471.21
Total BADGER DAYLIGHTING (132656):				471.21
BAILEY ENTERPRISES INCORPORATED (130546)				
	4920077	Fuel	03/01/2021	77.46
	4920077	Fuel	03/01/2021	610.83
	4920077	Fuel	03/01/2021	134.15
	4920077	Fuel	03/01/2021	44.72
	4920077	Fuel	03/01/2021	1,855.81
	4920077	Fuel	03/01/2021	134.15
	4920077	Fuel	03/01/2021	67.08
	4920077	Fuel	03/01/2021	51.12
	4920077	Fuel	03/01/2021	250.16
	4920077	Fuel	03/01/2021	125.88
	4920077	Fuel	03/01/2021	116.02
	4920077	Fuel	03/01/2021	90.52
	4920077	Fuel	03/01/2021	152.90
	4920077	Fuel	03/01/2021	58.73
	4920077	Fuel	03/01/2021	12.08
	4920077	Fuel	03/01/2021	.46
	4920077	Fuel	03/01/2021	24.16
	4920077	Fuel	03/01/2021	1,918.34
	4920077	Fuel	03/01/2021	125.55
	4920077	Fuel	03/01/2021	161.09
	4920077	Fuel	03/01/2021	1,345.86
	4920077	Fuel	03/01/2021	4.25
	4920077	Fuel	03/01/2021	178.17
	4920077	Fuel	03/01/2021	2.13
	4920077	Fuel	03/01/2021	3.19
	4920077	Fuel	03/01/2021	64.53
	4920077	Fuel	03/01/2021	36.57
	4920077	Fuel	03/01/2021	2,798.03
	4920077	Fuel	03/01/2021	905.17
	4920077	Fuel	03/01/2021	609.72
	4920077	Fuel	03/01/2021	98.45

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	4920077	Fuel	03/01/2021	24.67
	4920077	Fuel	03/01/2021	36.57
	4920077	Fuel	03/01/2021	270.64
	4920077	Fuel	03/01/2021	209.78
	4920077	Fuel	03/01/2021	36.57
	4920077	Fuel	03/01/2021	92.46
	4920077	Fuel	03/01/2021	68.87
	4920077	Fuel	03/01/2021	277.37
	4920077	Fuel	03/01/2021	10.79
	4920077	Fuel	03/01/2021	645.91
Total :				13,730.91
Total BAILEY ENTERPRISES INCORPORATED (130546):				13,730.91
BORDER STATES INDUSTRIES, INC (1420)				
	921609228	STEM CONNECTORS/TERMINATORS/ELBOWS	02/25/2021	1,593.27
	921609228	STEM CONNECTORS/TERMINATORS/ELBOWS	02/25/2021	2,443.82
Total :				4,037.09
Total BORDER STATES INDUSTRIES, INC (1420):				4,037.09
C & C WELDING, INC (1690)				
	25163	WELDING IN CO7	02/11/2021	237.50
Total :				237.50
Total C & C WELDING, INC (1690):				237.50
CARQUEST AUTO PARTS (10200)				
	2874-ID-419012	BUNGEES FOR G04	02/28/2021	32.28
Total :				32.28
Total CARQUEST AUTO PARTS (10200):				32.28
CHEYENNE, LIGHT, FUEL & POWER COMPANY (130509)				
BLACK HILLS ENERGY	030521	UTILITIES - BLACK HILLS ENERGY	03/05/2021	1,034.19
BLACK HILLS ENERGY	030521	UTILITIES - BLACK HILLS ENERGY	03/05/2021	1,576.31
BLACK HILLS ENERGY	030521	UTILITIES - BLACK HILLS ENERGY	03/05/2021	1,357.84
BLACK HILLS ENERGY	030521	UTILITIES - BLACK HILLS ENERGY	03/05/2021	1,543.58
BLACK HILLS ENERGY	030521	UTILITIES - BLACK HILLS ENERGY	03/05/2021	3,205.00
BLACK HILLS ENERGY	030521	UTILITIES - BLACK HILLS ENERGY	03/05/2021	3,205.00
BLACK HILLS ENERGY	030521	UTILITIES - BLACK HILLS ENERGY	03/05/2021	797.41
BLACK HILLS ENERGY	030521	UTILITIES - BLACK HILLS ENERGY	03/05/2021	185.97
BLACK HILLS ENERGY	030521	UTILITIES - BLACK HILLS ENERGY	03/05/2021	922.25
BLACK HILLS ENERGY	030521	UTILITIES - BLACK HILLS ENERGY	03/05/2021	755.39
Total :				14,582.94
Total CHEYENNE, LIGHT, FUEL & POWER COMPANY (130509):				14,582.94
CLARK, RONALD W (131046)				
TOWN TAXI	30121	TIPSY TAXI VOUCHERS	03/02/2021	287.00
Total :				287.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total CLARK, RONALD W (131046):				287.00
COPENHAVER KATH KITCHEN KOLPITCKE LLC (3140)				
	40674	Legal Services	03/01/2021	3,384.88
	40674	Legal Services	03/01/2021	345.40
	40674	Legal Services	03/01/2021	759.87
	40674	Legal Services	03/01/2021	759.87
	40674	Legal Services	03/01/2021	828.95
	40674	Legal Services	03/01/2021	828.95
Total :				6,907.92
Total COPENHAVER KATH KITCHEN KOLPITCKE LLC (3140):				6,907.92
DONAUGH, AUTUMN (132051)				
	22821	REIMBURSEMENT - MILEAGE	03/01/2021	25.48
Total :				25.48
Total DONAUGH, AUTUMN (132051):				25.48
EASTMAN, RINDA (129952)				
	022821	PERSONAL TRAINER - REC CENTER	02/28/2021	38.50
Total :				38.50
Total EASTMAN, RINDA (129952):				38.50
ENNIST III, ROBERT F (131798)				
BIG HORN FOOD SERVICES	43571	COPY PAPER	02/23/2021	518.00
Total :				518.00
Total ENNIST III, ROBERT F (131798):				518.00
FARNSWORTH, KATIE (131703)				
	14.0710.51	REFUND UTILITY DEPOSIT	03/01/2021	25.48
Total :				25.48
Total FARNSWORTH, KATIE (131703):				25.48
GEORGE T. SANDERS COMPANY (128246)				
	14934710-00	REPAIR TO CIRCULATION PUMP FOR WATER FOR SHOWERS	02/04/2021	480.00
	14934710-00	REPAIR TO CIRCULATION PUMP FOR WATER FOR SHOWER	02/04/2021	480.00
Total :				960.00
Total GEORGE T. SANDERS COMPANY (128246):				960.00
GINGER, NICOLE (132658)				
	13.3935.53	REFUND UTILITY DEPOSIT	02/26/2021	93.94
Total :				93.94
Total GINGER, NICOLE (132658):				93.94

Secondary Name	Invoice	Description	Invoice Date	Total Cost
GROATHOUSE CONSTRUCTION (4680)				
	13.3781.10	REFUND UTILITY DEPOSIT	03/02/2021	334.73
Total :				334.73
Total GROATHOUSE CONSTRUCTION (4680):				334.73
H B I INSURANCE (12306)				
	3197	EMPLOYEE BOND CO1	03/01/2021	100.00
Total :				100.00
Total H B I INSURANCE (12306):				100.00
J & S CORPORATION (1160)				
BIG HORN GLASS	39925	REPAIR TO OUTSIDE DOOR	02/25/2021	18.75
Total :				18.75
Total J & S CORPORATION (1160):				18.75
JEC INCORPORATED (132659)				
MOUNTAIN HIGH HEALTH FOODS	9.2140.14	REFUND UTILITY DEPOSIT	03/02/2021	151.01
Total :				151.01
Total JEC INCORPORATED (132659):				151.01
KITCHEN, SCOTT (129803)				
	22821	REIMBURSEMENT FOR MILEAGE	03/02/2021	30.64
Total :				30.64
Total KITCHEN, SCOTT (129803):				30.64
LONG BUILDING TECHNOLOGIES INC (125191)				
	SRVCE0115646	GREENHOUSE HEATER	02/23/2021	912.07
Total :				912.07
Total LONG BUILDING TECHNOLOGIES INC (125191):				912.07
MCGONAGLE, CHRISTOPHER (132575)				
	030221	RESTITUTION FROM DALTON DONAHOO MC-2006-010	03/02/2021	100.00
Total :				100.00
Total MCGONAGLE, CHRISTOPHER (132575):				100.00
MORRISON-MAIERLE INC (130985)				
	214268	2020 WYDOT SIDEWALKS & RAMPS PROJECT 4463.005	01/29/2021	10,875.03
	214268	2020 WYDOT SIDEWALKS & RAMPS PROJECT	01/29/2021	2,718.75
Total :				13,593.78
Total MORRISON-MAIERLE INC (130985):				13,593.78

Secondary Name	Invoice	Description	Invoice Date	Total Cost
NCPERS GROUP LIFE INS (125412)				
C/O MEMBER BENEFITS	3921	PREMIUM	03/09/2021	448.00
Total :				448.00
Total NCPERS GROUP LIFE INS (125412):				448.00
NORCO, INC. (128948)				
	31496395	CYLINDER RENT	02/28/2021	21.84
Total :				21.84
Total NORCO, INC. (128948):				21.84
ONE-CALL OF WYOMING (127665)				
	58753	ONE - CALL FEES	03/05/2021	9.19
	58753	ONE - CALL FEES	03/05/2021	9.19
	58753	ONE - CALL FEES	03/05/2021	9.19
	58753	ONE - CALL FEES	03/05/2021	9.18
Total :				36.75
Total ONE-CALL OF WYOMING (127665):				36.75
PARK COUNTY (7670)				
	6174	LEC CONTRACT - DISPATCH	03/01/2021	223.57
	6174	LEC CONTRACT - DISPATCH	03/01/2021	3,800.53
	6174	LEC CONTRACT - DISPATCH	03/01/2021	670.68
	6174	LEC CONTRACT - DISPATCH	03/01/2021	17,661.27
	6174	LEC CONTRACT - CAPITOL EQUIPMENT	03/01/2021	4,520.00
	6174	LEC CONTRACT - MAINTENANCE	03/01/2021	1,807.46
	6174	LEC CONTRACT - CONSOLE	03/01/2021	39.15
	6174	LEC CONTRACT - CONSOLE	03/01/2021	665.61
	6174	LEC CONTRACT - CONSOLE	03/01/2021	117.46
	6174	LEC CONTRACT - CONSOLE	03/01/2021	3,093.14
	6174	LEC CONTRACT - UTILITIES	03/01/2021	1,176.57
	6174	ADJ FOR INITIAL NETWORK SEGRAGATION CHANGES	03/01/2021	204.52-
Total :				33,570.92
Total PARK COUNTY (7670):				33,570.92
PARK COUNTY ANIMAL SHELTER (5120)				
	30121	ANIMAL SERVICE CONTRACT - MARCH 2021	03/01/2021	3,750.00
Total :				3,750.00
Total PARK COUNTY ANIMAL SHELTER (5120):				3,750.00
PARK COUNTY LANDFILL (129053)				
	022821	LANDFILL CHARGES - MARCH 2021	02/28/2021	43,526.70
Total :				43,526.70
Total PARK COUNTY LANDFILL (129053):				43,526.70
PARK DISTRICT COURT (132610)				
	3321	GARNISHMENT Civil #29877	03/03/2021	196.97

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				196.97
Total PARK DISTRICT COURT (132610):				196.97
PREMIER VEHICLE INSTALLATION (131558)				
	35233	POLICE CAR UPFIT	02/25/2021	13,116.03
	35234	POLICE CAR UPFIT	02/25/2021	13,116.03
Total :				26,232.06
Total PREMIER VEHICLE INSTALLATION (131558):				26,232.06
PROVIDENT LIFE & ACCIDENT INS (128033)				
	3921	PREMIUMS	03/09/2021	23.40
Total :				23.40
Total PROVIDENT LIFE & ACCIDENT INS (128033):				23.40
SABER PEST CONTROLL LLC (131183)				
	E136	PEST CONTROL - ELECTRIC	03/01/2021	80.00
	P148	PEST CONTROL - PUBLIC WORKS SHOP	03/01/2021	50.00
	P148	PEST CONTROL - PUBLIC WORKS SHOP	03/01/2021	25.00
	P148	PEST CONTROL - PUBLIC WORKS SHOP	03/01/2021	25.00
	W145	PEST CONTROL - WASTEWATER DEPT	01/31/2021	70.00
	W146	PEST CONTROL - WASTEWATER DEPT	02/28/2021	70.00
	W147	PEST CONTROL - WASTEWATER DEPT	03/03/2021	70.00
Total :				390.00
Total SABER PEST CONTROLL LLC (131183):				390.00
SAGE CIVIL ENGINEERING (124355)				
	3301	SURVEY & DESIGN STORM DRAINAGE ON PLEASANT VIEW DRIVE	02/10/2021	4,935.00
Total :				4,935.00
Total SAGE CIVIL ENGINEERING (124355):				4,935.00
SAUNDERS, ALEC (132611)				
	22821	MILEAGE REIMBURSEMENT	03/01/2021	17.08
Total :				17.08
Total SAUNDERS, ALEC (132611):				17.08
SECRETARY OF STATE (123386)				
	030321	NOTARY FEE - DANIELLE	03/03/2021	30.00
Total :				30.00
Total SECRETARY OF STATE (123386):				30.00
SHOSHONE MUNICIPAL PIPELINE (9130)				
	030121	SMP WATER PURCHASE - MARCH 2021	03/01/2021	109,934.16

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				109,934.16
Total SHOSHONE MUNICIPAL PIPELINE (9130):				109,934.16
SKAGGS COMPANIES (131474)				
	450_A_54835_1	BALLISTIC VEST C14	03/02/2021	903.09
Total :				903.09
Total SKAGGS COMPANIES (131474):				903.09
SPRADLEY BARR MOTORS INC (129523)				
	030421	BID BOND RETURN - BID 2020-05	03/04/2021	3,461.04
	58920	POLICE VEHICLE	03/02/2021	34,611.00
	58921	POLICE VEHICLE	03/02/2021	34,611.00
Total :				72,683.04
Total SPRADLEY BARR MOTORS INC (129523):				72,683.04
SYSTEMS GRAPHICS INC (129162)				
ADVANCED INFO SYSTEMS	15410	OUTSOURCE BILLS	02/26/2021	16.00
ADVANCED INFO SYSTEMS	15410	OUTSOURCE BILLS	02/26/2021	98.91
ADVANCED INFO SYSTEMS	15410	OUTSOURCE BILLS	02/26/2021	90.56
ADVANCED INFO SYSTEMS	15410	OUTSOURCE BILLS	02/26/2021	89.95
ADVANCED INFO SYSTEMS	15410	OUTSOURCE BILLS	02/26/2021	111.77
ADVANCED INFO SYSTEMS	15419	OUTSOURCE BILLS	03/04/2021	8.60
ADVANCED INFO SYSTEMS	15419	OUTSOURCE BILLS	03/04/2021	53.17
ADVANCED INFO SYSTEMS	15419	OUTSOURCE BILLS	03/04/2021	48.68
ADVANCED INFO SYSTEMS	15419	OUTSOURCE BILLS	03/04/2021	48.36
ADVANCED INFO SYSTEMS	15419	OUTSOURCE BILLS	03/04/2021	60.09
Total :				626.09
Total SYSTEMS GRAPHICS INC (129162):				626.09
THE OFFICE SHOP INC (7440)				
	159476	REQUESTED HELP WITH NETWORK	02/01/2021	64.00
	162222	COPIER CONTRACT - COMMUNITY DEVELOPMENT	02/26/2021	78.54
	162222	COPIER CONTRACT - COMMUNITY DEVELOPMENT	02/26/2021	78.54
	162222	COPIER CONTRACT - COMMUNITY DEVELOPMENT	02/26/2021	80.92
	162223	COPIER CONTRACT - SHOP	02/26/2021	8.55
	162223	COPIER CONTRACT - SHOP	02/26/2021	8.58
	162223	COPIER CONTRACT - SHOP	02/26/2021	7.57
	162223	COPIER CONTRACT - SHOP	02/26/2021	8.58
	162223	COPIER CONTRACT - SHOP	02/26/2021	8.58
	162223	COPIER CONTRACT - SHOP	02/26/2021	8.58
Total :				352.44
Total THE OFFICE SHOP INC (7440):				352.44
T-O ENGINEERS INC (131708)				
	171133-13885	BEACON HILL WATER TANK	02/08/2021	942.19
	171133-13885	BEACON HILL WATER TANK	02/08/2021	464.06

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				1,406.25
Total T-O ENGINEERS INC (131708):				1,406.25
U S POST OFFICE (10050)				
	BR1001	BRM ANNUAL MAINTENANCE - permit #1001	02/20/2021	740.00
	BR1001	BRM PERMIT #1000	02/20/2021	245.00
	BR-1-001	PERMIT BR-1-001	03/02/2021	250.00
Total :				1,235.00
Total U S POST OFFICE (10050):				1,235.00
UNUM LIFE INSURANCE - LIFE (127935)				
	3921	PREMIUM	03/09/2021	1,139.95
Total :				1,139.95
Total UNUM LIFE INSURANCE - LIFE (127935):				1,139.95
VAN AUKEN, TRUTH (131597)				
	030321	PERSONAL TRAINER	03/03/2021	505.41
Total :				505.41
Total VAN AUKEN, TRUTH (131597):				505.41
WESTERN UNITED ELECTRIC SUPPLY (10605)				
	6029114	SINGLE PH CABINET	02/19/2021	726.12
	6029158	TRANSFORMER BASEMENT	02/22/2021	243.66
Total :				969.78
Total WESTERN UNITED ELECTRIC SUPPLY (10605):				969.78
WHITLOCK, TAYLOR (132657)				
	10.0720.50	REFUND UTILITY DEPOSIT	02/26/2021	100.89
Total :				100.89
Total WHITLOCK, TAYLOR (132657):				100.89
WYOMING CHILD SUPPORT (132047)				
	3321	Garnishment Remitance # 245379 Order ID 1129679	03/03/2021	225.23
Total :				225.23
Total WYOMING CHILD SUPPORT (132047):				225.23
WYOMING DEPARTMENT OF TRANSPORTATION (130279)				
WYDOT FINANCIAL SERVICES	122969	PAST WYDOT PROJECT COST SHARE FOR SIGNAGE ON BIG HORN	01/04/2021	23.01
Total :				23.01
Total WYOMING DEPARTMENT OF TRANSPORTATION (130279):				23.01

Secondary Name	Invoice	Description	Invoice Date	Total Cost
WYOMING DEPARTMENT OF WORKFORCE SERVICES (10670)				
WORKERS COMPENSATION DIV	3921	CONTRIBUTIONS	03/09/2021	12,895.23
WORKERS COMPENSATION DIV	3921	VOLUNTEERS PD	03/09/2021	17.01
WORKERS COMPENSATION DIV	3921	VOLUNTEERS REC	03/09/2021	195.62
Total :				13,107.86
Total WYOMING DEPARTMENT OF WORKFORCE SERVICES (10670):				13,107.86
WYOMING MUNICIPAL POWER AGENCY (10920)				
	032521	POWER PURCHASE - FEB 2021	03/01/2021	77,764.00
	032521	POWER PURCHASE - FEB 2021	03/01/2021	684,261.15
Total :				762,025.15
Total WYOMING MUNICIPAL POWER AGENCY (10920):				762,025.15
Grand Totals:				1,137,919.75

Report GL Period Summary

GL Period	Amount
03/21	1,137,919.75
Grand Totals:	1,137,919.75

Vendor number hash:	5997542
Vendor number hash - split:	14659439
Total number of invoices:	65
Total number of transactions:	158

Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Open Terms	1,137,919.75	.00	1,137,919.75
Grand Totals:	1,137,919.75	.00	1,137,919.75
		Payroll 03/03/21	245,432.07
			1,383,351.82

Report Criteria:
Invoice Detail.Input date = 03/09/2021
Invoice.Batch = {NOT LIKE} "1"

ACKNOWLEDGMENT OF CONFLICT OF INTEREST AND CONSENT TO REPRESENTATION

THE UNDERSIGNED PARTIES, the City of Cody, Wyoming, a Wyoming municipal corporation, (hereinafter CITY), and Park County School District No. 6, State of Wyoming (hereinafter SCHOOL DISTRICT), hereby acknowledge the disclosure of a conflict of interest as described herein, and consent to representation by the same firm.

The parties understand and acknowledge that the law firm of Copenhaver, Kath, Kitchen & Kolpitcke, LLC (hereinafter the LAW FIRM) has represented and provided legal counsel to both CITY and SCHOOL DISTRICT, and both parties have used the LAW FIRM, as legal counsel. CITY and SCHOOL DISTRICT intend to enter into an agreement to allow SCHOOL DISTRICT to use softball fields owned by the CITY (the AGREEMENT). The parties understand and acknowledge that the LAW FIRM has a conflict of interest, which prevents it from representing the parties in an adverse transaction. Despite the conflict, the parties waive the conflict of interest, and consent to the LAW FIRM drafting the AGREEMENT based on terms the parties have negotiated. The parties acknowledge that the AGREEMENT is intended to describe the terms and conditions under which CITY will allow SCHOOL DISTRICT to use the CITY softball fields for the SCHOOL DISTRICT's high school softball teams, in consideration for payment by SCHOOL DISTRICT to the CITY of amounts described in the AGREEMENT.

As part of this waiver of conflict of interest, the parties acknowledge the following:

a. It would a conflict of interest for the LAW FIRM to represent both parties in this transaction, absent an acknowledgment and written waiver of that conflict of interest.

b. The parties may use separate, independent legal counsel if they so choose at any time.

c. The parties understand that ordinarily, the attorney-client privilege protects the confidentiality of communications between an attorney and the client. By consenting to the LAW FIRM representing both parties in this transaction, the parties understand that the attorney-client privilege will NOT protect their communications with the LAW FIRM, and that information disclosed to the LAW FIRM will be shared with the other party. If a party finds it necessary to divulge information they think is confidential, that party should seek independent counsel.

d. The parties understand that the LAW FIRM'S role as advocate for each party in this transaction, and the LAW FIRM may be less able to offer independent legal advice to each party, and each party will assume responsibility for negotiating the terms and conditions of the sale described in the AGREEMENT.

e. The parties hereby acknowledge the conflict of interest and waive it. The parties agree and consent to the LAW FIRM preparing the AGREEMENT the parties have negotiated.

f. The parties understand and acknowledge that in the event any dispute arises between the parties with respect to the agreement, that both parties will have to seek independent counsel, and the LAW FIRM will not be able to represent either party in this transaction.

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK

I understand that I have reviewed the foregoing **ACKNOWLEDGMENT AND WAIVER OF CONFLICT OF INTEREST**, and agree to its terms.

CITY OF CODY, WYOMING:

By:_____ Date:_____
Matt Hall, Mayor

PARK COUNTY SCHOOL DISTRICT NO. 6,
STATE OF WYOMING:

By:_____ Date:_____
Brandi Nelson, Board Chair

ACKNOWLEDGMENT OF CONFLICT OF INTEREST AND CONSENT TO REPRESENTATION

THE UNDERSIGNED PARTIES, the City of Cody, Wyoming, a Wyoming municipal corporation, (hereinafter CITY), and Northwest Rural Water District (hereinafter DISTRICT), hereby acknowledge the disclosure of a conflict of interest as described herein, and consent to representation by the same firm.

The parties understand and acknowledge that the law firm of Copenhaver, Kath, Kitchen & Kolpitcke, LLC (hereinafter the LAW FIRM) has represented and provided legal counsel to both CITY and DISTRICT, and both parties have used the LAW FIRM, as legal counsel. CITY and DISTRICT intend to enter into an agreement to allow CITY to provide municipal water to an area which currently receives water from the DISTRICT (the AGREEMENT). The parties understand and acknowledge that the LAW FIRM has a conflict of interest, which prevents it from representing the parties in an adverse transaction. Despite the conflict, the parties waive the conflict of interest, and consent to the LAW FIRM drafting an AGREEMENT based on terms the parties have negotiated. The parties acknowledge that the AGREEMENT is intended to describe the terms and conditions under which CITY will provide municipal water service to an area which currently receives treated water from the DISTRICT.

As part of this waiver of conflict of interest, the parties acknowledge the following:

a. It would a conflict of interest for the LAW FIRM to represent both parties in this transaction, absent an acknowledgment and written waiver of that conflict of interest.

b. The parties may use separate, independent legal counsel if they so choose at any time.

c. The parties understand that ordinarily, the attorney-client privilege protects the confidentiality of communications between an attorney and the client. By consenting to the LAW FIRM representing both parties in this transaction, the parties understand that the attorney-client privilege will NOT protect their communications with the LAW FIRM, and that information disclosed to the LAW FIRM will be shared with the other party. If a party finds it necessary to divulge information they think is confidential, that party should seek independent counsel.

d. The parties understand that the LAW FIRM'S role as advocate for each party in this transaction, and the LAW FIRM may be less able to offer independent legal advice to each party, and each party will assume responsibility for negotiating the terms and conditions of the sale described in the AGREEMENT.

e. The parties hereby acknowledge the conflict of interest and waive it. The parties agree and consent to the LAW FIRM preparing the AGREEMENT the parties have negotiated.

f. The parties understand and acknowledge that in the event any dispute arises between the parties with respect to the agreement, that both parties will have to seek independent counsel, and the LAW FIRM will not be able to represent either party in this transaction.

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK

I understand that I have reviewed the foregoing **ACKNOWLEDGMENT AND WAIVER OF CONFLICT OF INTEREST**, and agree to its terms.

CITY OF CODY, WYOMING:

By:_____ Date:_____
Matt Hall, Mayor

NORTHWEST RURAL WATER DISTRICT

By:_____ Date:_____

_____, Chair

MEETING DATE: MARCH 16, 2021
DEPARTMENT: FINANCE
PRESENTED BY: LESLIE BRUMAGE

AGENDA ITEM SUMMARY REPORT
Cody Kountry Aquatic Team Pool Use Agreement

ACTION TO BE TAKEN:
Approve the agreement between the City of Cody and the Cody Kountry Aquatic Team (CKATS) for use of the pool at the Paul Stock Aquatic and Recreation Center.

SUMMARY OF INFORMATION:
In June 2020, the City of Cody entered into an agreement with CKATS for their use of the pool at the recreation center. That agreement expires on June 30, 2021.

The attached agreement reflects a one-year term beginning July 1, 2021 through June 30, 2022 with an increase of the lane rate per hour charge from $6.20 to $8.90. This increase is in accordance with the Council's direction given in October 2019 to increase the lane rate per hour charge annually over a 5-year period.

FISCAL IMPACT
Based on the previous year's data the expected increase in revenue for the swim team fees from CKATS is $2,946.

ATTACHMENTS
1. Pool Use Agreement

AGENDA ITEM NO. _____

AGREEMENT FOR
USE OF CITY SWIMMING POOL

THIS AGREEMENT is made and entered into by and between the Governing Body of the City of Cody, Wyoming, a municipal corporation, (hereinafter referred to as CITY), and Cody Kountry Aquatic Team, a 501(c)(3) non-profit organization, (hereinafter referred to as CKATs).

W I T N E S S E T H:

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

1. CITY agrees to provide and make available to CKATs the swimming pool (the lap pool) at the Paul Stock Aquatic and Recreation Center (Rec. Center) located at 1402 Heart Mountain Street, Cody, Wyoming, at such times and on such dates as the parties agree, for swim team practices and meets. When CKATs uses the pool for practices, CITY shall keep at least one lane available for other visitors to the Rec. Center. During swim meets, CITY shall reserve exclusive use of the lap pool for CKATs. CKATs shall cooperate and coordinate with CITY regarding the scheduling of practices and meets, and shall communicate with CITY swim meet dates in order to allow CITY to schedule closings for the Rec. Center pool for meets.

2. CKATs agrees to pay to the CITY, for use of the swimming pool as described above an amount based on the following fee schedule:

Lane Rate per Hour:	$8.90
Exclusive Use Rate Per Hour:	$75.00

3. By the 10th of each month during the swim season, CKATs shall provide CITY a report listing the actual number of hours and number of lanes used during the prior month for practices and meets. CITY will invoice CKATs monthly for the amount calculated using the current rate schedule and report data provided by CKATs. CKATs agrees to make payment in full to the CITY within 30 days after receipt of each invoice. The invoice will include CITY's calculation of the fee based on the method described above. A finance charge of 1.5% per month will be charged on past due balances.

4. CITY does not waive its sovereign immunity by entering into this agreement and said parties specifically retain all immunities and defenses provided by law with regard to any action based on this agreement, pursuant to W.S. 1-39-104(a).

5. This agreement shall be effective starting July 1, 2021, and shall terminate on June 30, 2022, unless either party gives written notice to the other party of its intent to terminate the agreement. The written notice shall be delivered to the other party at least sixty (60) days prior to the date of termination.

THIS AGREEMENT is entered into this _____ day of _____, 2021.

City of Cody, Wyoming ATTEST:

Mayor Matt Hall

Cynthia D. Baker
Administrative Services Officer

Cody Kountry Aquatic Team

BRYAN MCKENZIE

Digitally signed by BRYAN MCKENZIE
Date: 2021.03.05 10:38:57 -07'00'

Board Chair

ATTEST:

Sara Bailey

Board Secretary

AGREEMENT FOR
USE OF CITY PROPERTY

THE PARTIES to this agreement are the City of Cody, Wyoming, a municipal corporation (CITY) and Cody Country Chamber of Commerce (CHAMBER), a Wyoming non-profit corporation. This agreement is dated as of the date last executed by the parties below.

RECITALS

a. CITY is a municipal corporation formed under the laws of the State of Wyoming, which maintains and operates streets, alleys and rights of way within the municipal bounds of Cody, Wyoming.

b. CHAMBER is a non-profit corporation which helps promotes businesses in the Cody, Wyoming area.

c. CHAMBER operates an event known as the "Wild West Extravaganza" on July 1, 2, 3 and 4 each year in which the CHAMBER invites vendors of food, crafts and other goods and products to display and sell their products on certain CITY streets and property.

c. CITY and CHAMBER wish to enter into this Agreement for Use of City Property (AGREEMENT) for the purpose of allowing CHAMBER to operate the Wild West Extravaganza on CITY streets and property, subject to the terms and conditions described below.

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

1. CITY shall close such CITY streets as the parties may agree, and as approved by the Governing Body of the City of Cody, for July 1, 2, 3 and 4 for the purpose of allowing CHAMBER to host the Wild West Extravaganza.

2. In consideration of CITY closing the streets for the Wild West Extravaganza, CHAMBER shall:

a. Pay the CITY 50% of all expenses, costs, fees and charges incurred by CITY for placement, use and emptying of dumpsters in and adjacent to CITY PARK during the Wild West Extravaganza.

b. Apply for and receive, and pay the fees for a mobile vendor permit or special event permit as required by City of Cody Code Sections 3-5-7 through 3-5-11.

c. Pay for any and all damage to CITY equipment, property, infrastructure or fixtures caused in any way by CHAMBER, vendors, guests, agents, employees, representatives or others during the Wild West Extravaganza, and any damage to CITY equipment, property, infrastructure or fixtures arising out of this Agreement.

d. Pay for any unforeseen actual costs incurred by CITY arising out of the Wild West Extravaganza.

e. Pay for portable restroom facilities during the Wild West Extravaganza. CHAMBER shall cooperate and coordinate with CITY regarding the number and location of such facilities.

f. Set up and remove barricades for the event. CITY will provide barricades to CHAMBER.

g. Pay to the CITY $50 for each vendor which participates in the Wild West Extravaganza.

h. Ensure that all food vendors obtain the appropriate permits from the State of Wyoming.

i. Not allow vendors to camp overnight on the CITY streets,

rights of way or in CITY PARK.

j. Report to the Governing Body, no later than October 1, 2021, the status of the Wild West Extravaganza, the number of vendors, the types of vendors, the number of vendors from Park County, and such other information as the Governing Body or the CITY may request.

3. CHAMBER shall indemnify and hold CITY harmless for any and all losses, damages, claims, legal actions or proceedings, and lawsuits of any kind for bodily injury or death to any persons, and property damage arising out of CHAMBER'S use of CITY property or rights of way, or arising out of CHAMBER'S negligent or intentional acts, errors or omissions. This indemnification shall include, but not be limited to paying for reasonable attorney's fees and costs incurred by the CITY in defending against any such claims or lawsuits, and shall also include any and all judgments, settlements, decrees, deductible and all amounts paid by or on behalf of CITY arising out of CHAMBER'S use of CITY property, rights of way or arising out of CHAMBER'S negligent or intentional acts, errors or omissions

4. CHAMBER shall be responsible for repairing damage caused by CHAMBER, its vendors, representatives, guests, employees, agents, officers or invitees to CITY property, and restoring CITY property to the condition it was in prior to Wild West Extravaganza. If CHAMBER refuses to perform such repairs, CITY may perform such repairs, and CHAMBER shall reimburse CITY for any and all costs, fees and expenses to repair damage to CITY property caused by CHAMBER, or CHAMBER'S agents, representatives, vendors, employees or others acting on CHAMBER'S behalf. CHAMBER shall ensure that all equipment, vehicles and other objects affiliated with the Wild West Extravaganza are removed from the above property on or before 9:00 p.m. on July 4.

5. This agreement may be terminated by the CITY for any reason

upon written notice given to CHAMBER at least thirty (30) days in advance of the termination.

6. CHAMBER assumes all liability for itself, its agents, its representatives, employees, guests, invitees, and for the general public's presence and activities upon CITY property or rights of way pursuant to this agreement. CITY shall not be liable or responsible for damage or loss to CHAMBER'S personal property, equipment or machinery. CHAMBER shall provide such insurance as is reasonable to protect CHAMBER's personal property. CHAMBER shall also provide general liability insurance in an amount not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate. CHAMBER shall provide proof of such insurance to CITY.

7. CHAMBER shall comply with all applicable local, state and federal laws, statutes, rules, regulations, codes and ordinances. CHAMBER shall be responsible for obtaining any and all necessary permits, and shall do so at its expense.

8. 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 expressly reserves the right to assert immunity as a defense to any action arising under this AGREEMENT.

9. CHAMBER shall not assign or transfer its rights under this AGREEMENT without the prior, written approval of the Governing Body of the CITY.

10. 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.

CODY COUNTRY CHAMBER OF COMMERCE:

BY:_____ DATE:_____

CITY OF CODY, WYOMING

_____ DATE:_____
MATT HALL, MAYOR

ATTEST:

_____ DATE:_____
CYNTHIA D. BAKER
CLERK

MEETING DATE: MARCH 16, 2021
DEPARTMENT: ADMINISTRATIVE SERVICES
PREPARED BY: CINDY BAKER
ADMIN SERVICES OFFICER
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____

AGENDA ITEM SUMMARY REPORT

Request for New Restaurant Liquor License

ACTION TO BE TAKEN:

Consider approving the request for a New Restaurant Liquor License

SUMMARY OF INFORMATION:

Wyoming Roadhouse LLC would like to apply for a new restaurant liquor license located as 1651 8th Street for the license term ending 07/31/2021. Since business is currently being remodeled verification of certificate of occupancy (or temporary permit), as well as, valid food service permit will need to be presented prior to issuance. Issuance is anticipated for April 2021.

FISCAL IMPACT

Receive $333.32 in prorated fees and $1,000 for the renewal of the annually, no negative impact.

ALTERNATIVES

1. Approve the Restaurant liquor license
2. Deny the Restaurant liquor license

ATTACHMENTS

Liquor license application, drawing, lease, statement of financial stability, and business plan.

AGENDA & SUMMARY REPORT TO:

Monte Cristo Bar & Grill LLC

AGENDA ITEM NO. _____

WLD-31 (4/17)

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #:

License Fees
Annual Fee: $ —.—
Prorated Fee: $ 333.32
Transfer Fee: $ —.—
Publishing Fee: $ 148.50

Date filed with clerk: 2/17/2021

Advertising Dates: (2 Weeks) 2/25 & 3/4

Hearing Date: 3/16/21

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4/1/2021 (Month/Day/Year) Through 7/31/2021 (Month/Day/Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: ~~Garry Johnston~~ Wyoming RoadHouse LLC

Trade/Business Name (dba): Wyoming RoadHouse, LLC

Building to be licensed/Building Address: 1651 8th Street (Number & Street)

Cody (City) WY (State) 82414 (Zip) Park (County)

Mailing Address: 3402 Big Horn Ave (Number & Street or P.O. Box)

Cody (City) WY (State) 82414 (Zip)

Business Telephone Number: (951) 2024708 Fax Number: ( )

E-Mail Address: GARSHER.JOHNSTON@AOL.COM

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)

Lot 1 Lindsay Lane Subdivision

FILING FOR
- ☒ NEW LICENSE
- ☐ TRANSFER OF LOCATION

FILING IN (CHOOSE ONLY ONE)
- ☒ CITY OF: Cody
- ☐ COUNTY OF:

FILING AS (CHOOSE ONLY ONE)
- ☐ INDIVIDUAL
- ☐ PARTNERSHIP
- ☐ LP/LLP
- ☒ LLC
- ☐ CORPORATION
- ☐ LTD PARTNERSHIP
- ☐ ORGANIZATION
- ☐ OTHER

☐ TRANSFER OWNERSHIP ☐ ASSIGNMENT LETTER ATTACHED

FORMERLY HELD BY: N/A

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

- ☒ RESTAURANT LIQUOR LICENSE
- ☐ RESORT LIQUOR LICENSE
- ☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
- ☐ VETERANS CLUB
- ☐ FRATERNAL CLUB
- ☐ GOLF CLUB
- ☐ SOCIAL CLUB

- ☐ MICROBREWERY
- ☐ WINERY
- ☐ DISTILLERY SATELLITE
- ☐ WINERY SATELLITE
- ☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS
- ☐ CONVENTION FACILITY
- ☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
- ☐ GOLF CLUB
- ☐ GUEST RANCH
- ☐ RESORT

To Assist the Liquor Division with scheduling inspections: **WHEN DO YOU OPERATE?**

☒ FULL TIME (e.g. Jan through Dec) (specify months of operation) from JAN 1 to DEC 31

☐ SEASONAL/PART-TIME DAYS OF WEEK (e.g. Mon through Sat) from Mon to Sun

☐ NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from 11a to 11p

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 6

1. BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)

(1) **OWN** the licensed building? ☒ YES (own)

(2) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☐ YES (lease)

If Yes, please submit a copy of the lease and indicate:

(A) When the lease expires, located on page_____paragraph_____of lease.

(B) Where the **Sales** provision for alcoholic or malt beverages is located, on page_____paragraph_____of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601 (b) ☐ YES ☒ NO

3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403

   (a) Hold any interest in the license applied for? ☐ YES ☒ NO

   (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? ☐ YES ☒ NO

   (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☒ NO

   (d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within:

   _____

4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by **this** licensing authority? W.S. 12-4-103 (b) ☒ YES ☐ NO

   If "YES", explain: millstone pizza, more Beeper (Anchos)

5. **If applicant is filing as an Individual, Partnership or Club:** W.S. 12-4-102 (a) (ii) & (iii)

   Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** W.S. 12-4-102 (a) (iv) & (v)

   Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Gary Johnston	7-21-1957	50 Partridge Cir Cody wy 82414	951 2024708	New	100%	YES ☐ NO ☒	YES ☐ NO ☒
11	11					YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

7. BAR AND GRILL LICENSE:

Have you submitted a valid food service permit or application? W.S. 12-4-413 (a) ☐ YES ☒ NO

8. RESTAURANT LICENSE:

(a) Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-408 (b)
(e.g. 10 x 12 room in SE corner of building): 10' x 12' IN the Center OF the Restaurant

(b) Have you submitted a valid food service permit or application? W.S. 12-4-407 (a) ☒ YES ☐ NO

(c) Have you attached a drawing of the establishment that includes the restaurant dispensing room(s)? W.S. 12-4-410 (f) ☒ YES ☐ NO

9. RESORT LICENSE:

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars ($1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☐ YES ☐ NO

(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☐ YES ☐ NO

(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☐ YES ☐ NO

(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars ($10,000,000.00)? W.S. 12-4-401(b)(iv) ☐ YES ☐ NO

(e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)

1. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

10. MICROBREWERY LICENSE:

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO

(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ WINERY

(b) Do you self distribute your products? W.S. 12-2-201(a) (Requires wholesaler license with the Liquor Division) ☐ YES ☐ NO

(c) Do you distribute your products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division) ☐ YES ☐ NO

11. WINERY LICENSE:

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO

(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ MICROBREWERY

12. LIMITED RETAIL (CLUB) LICENSE:

FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO

(b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

13. LIMITED RETAIL (CLUB) LICENSE:

VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):

(a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO

(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☐ NO

14. LIMITED RETAIL (CLUB) LICENSE:

GOLF CLUBS W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):

(a) Do you have more than fifty (50) bona fide members? ☐ YES ☐ NO

(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? ☐ YES ☐ NO

(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? ☐ YES ☐ NO

1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) ☐ YES ☐ NO
2. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

15. LIMITED RETAIL (CLUB) LICENSE:

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):

(a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO

(b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO

(c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? ☐ YES ☐ NO

(d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO

(e) Has the club received twenty-five dollars ($25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO

(f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO

(g) Have you filed a true copy of your bylaws with this application? ☐ YES ☐ NO

(h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached) ☐ YES ☐ NO

REQUIRED ATTACHMENTS:

☑ A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).

☑ Restaurants: include a drawing of the establishment that includes the dispensing room(s) W.S. 12-4-410 (f).

☐ Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a) (iii)/ W.S. 12-4-403(b)/W.S. 12-4-301(e).

☐ If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) *SS.*
COUNTY OF Park)

Signed and sworn to before me on this 17 day of Feb., 20 21 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)		Gary Johnston	Owner
2)			
3)			
4)			
5)			
6)			

Witness my hand and official seal:

SARA FRAZIER NOTARY PUBLIC COUNTY OF PARK STATE OF WYOMING MY COMMISION EXPIRES JULY 24, 2021

Signature of Notary Public

(SEAL)

My commission expires: 7-24-21

SUNLIGHT FEDERAL CREDIT UNION

1702 17th St.
PO Box 190
Cody, WY 82414
(307) 587-4915

374 N. Clark St.
Powell, WY 82435
(307) 754-7191

1447 Sugarland Dr.
Sheridan, WY 82801
(307) 672-9028

1429 Big Horn Ave.
Worland, WY 82401
(307) 347-8315

February 17, 2021

To Whom it May Concern:

As of 9/16/2020, Sunlight Federal Credit Union reviewed Wyoming Roadhouse, LLC's proforma statement, business plan, and otherwise related financial documentation along with Gary Johnston's personal financials and the tax returns of his other established restaurants. At this time, SFCU was satisfied with the projected income of the newly established entity and we are confident in the repayment ability of Wyoming Roadhouse and Gary Johnston. Up to this point, Sunlight Federal Credit Union is satisfied with the performance of this loan and Wyoming Roadhouse's ability to handle all accounts as agreed.

If you have any questions or concerns, please feel free to contact SFCU directly at 307-754-7191.

Thank you,

Tori Bassett
Loan Officer

Retail Food Inspection Report

Wyoming Department of Agriculture
Consumer Health Services
2219 Carey AVE
Cheyenne, WY 82002

Date: 2/17/2021
Time In: 10:00 AM
Time Out:11:15 AM

Establishment: 10030 WYOMING ROADHOUSE (Food Service)	**Address: 1651 8th ST**	**City/State: Cody, WY**	**Zip: 82414**	**Telephone:**
License/Permit#: 14619 - Retail Food License	**Permit Holder: WYOMING ROADHOUSE**	**Inspection Reason: Consultation**	**Est. Type: Food Service**	**Risk Category: Medium**

(*) = Corrected on site during inspection (COS) R = Repeat violation

	Foodborne Illness Risk Factors	
	Supervision	
1	Person in charge present, demonstrates knowledge, and performs duties	IN
	Employee Health	
2	Management, food employee and conditional employee knowledge, responsibilities and reporting	IN
3	Proper use of exclusions and restrictions	N/O
	Good Hygienic Practices	
4	Proper eating, tasting, drinking, or tobacco use	N/O
5	No discharge from eyes, nose, and mouth	N/O
	Control of Hands as a Vehicle of Contamination	
6	Hands clean and properly washed	N/O
7	Minimize bare hand contact with ready to eat foods	N/O
8	Hand washing sinks properly supplied and accessible	OUT
	Approved Source	
9	Foods obtained from an approved source	N/O
10	Foods received at proper temperatures	N/O
11	Food in good condition, safe, and unadulterated	N/O
12	Required records available; shellstock tags, parasite destruction	N/O
	Protection from Contamination	
13	Food separated and protected (Cross Contamination and Environmental)	N/O
14	Food contact surfaces: cleaned and sanitized	IN
15	Proper disposition of returned, previously served, reconditioned, and unsafe food	N/O
	Potentially Hazardous Food Time/Temperature Control for Safety	
16	Proper cooking time and temperatures	N/O
17	Proper reheating procedures for hot holding	N/O
18	Proper cooling time and temperatures	N/O
19	Proper hot holding temperatures	N/O
20	Proper cold holding temperatures	N/O
21	Proper date marking and disposition	N/O
22	Time as a public health control: procedures and records	N/O
	Consumer Advisory	
23	Consumer advisory provided for raw or undercooked foods	N/O
	Highly Susceptible Populations	
24	Pasteurized foods used; prohibited foods not offered	N/O
	Food/Color Additives and Toxic Substances	
25	Food additives: approved, properly stored, and used	N/O
26	Toxic substances properly identified, stored and used	N/O
	Conformance with Approved Procedures	
27	Compliance with variance, specialized process, reduced oxygen packaging criteria, and HACCP plan	N/O
	Good Retail Practices	
	Safe Food and Water	
28	Pasteurized eggs used where required	N/O
29	Water and ice from approved source	N/O
30	Variance obtained for specialized processing methods	N/O
	Food Temperature Control	
31	Proper cooling methods used; adequate equipment for temperature control	N/O
32	Plant food properly cooked for hot holding	N/O
33	Approved thawing methods	N/O
34	Thermometers provided and accurate	N/O
	Food Identification	
35	Food properly labeled; original container	N/O
	Prevention of Food Contamination	
36	Insects, rodents, and animals not present/outer openings protected	N/O
37	Contamination prevented during food preparation, storage and display	N/O
38	Personal cleanliness	N/O
39	Wiping cloths: properly used and stored	N/O
40	Washing fruits and vegetables	N/O
	Proper Use of Utensils	
41	In use utensils: properly stored	N/O
42	Utensils, equipment, and linens: properly stored dried and handled	N/O
43	Single-use/single service articles: properly stored and used	N/O
44	Slash-resistant and cloth glove use	N/O
	Utensils, Equipment, and Vending	
45	Food and non-food contact surfaces are cleanable, properly designed, constructed, and used	N/O
46	Warewashing facilities: installed, maintained, and used; test strips	N/O
47	Non-food contact surfaces clean	N/O
	Physical Facilities	
48	Hot and Cold water available; adequate pressure	N/O
49	Plumbing installed; proper backflow devices	N/O
50	Sewage and waste water properly disposed	N/O
51	Toilet facilities; properly constructed, supplied, and cleaned	N/O
52	Garbage and refuse properly disposed; facilities maintained	N/O
53	Physical facilities installed, maintained, and clean	IN
54	Adequate ventilation and lighting; designated areas used	N/O
55	License to operate	N/O
56	Expired: Baby Food, Medicine	N/O
	Meat Compliance	
57	Meat and poultry compliance	N/O
	USDA Records	
58	USDA required grind records	N/O

Observations and Corrective Actions
Violations cited in this report must be corrected within the inspector's specified timeframes

Priority Level	Item Number	Violation of Code	Code Description	Inspection ID	Inspection Date	Comment	Correct By Date
NC	53	9-1(a)(b)	Floor, wall, ceiling surface characteristics	53401	2/17/2021	Observation: The facility still needs to finish the smoking room. The floors are okay but the walls and ceiling need to be finished with durable and easily cleanable materials. The facility still needs to still install another walk-in cooler behind the bar prep area. These items will need to be finished by the time of the pre-opening.	
C	8	8-52(a)(c), 8-Sec 53	Handwashing sinks-numbers, capacities, location, and placement	53401	2/17/2021	Observation: A hand washing sink is needed in the cooking area of the facility. This was noted on the last consultation from 3/10/2020. This will need to be in place prior to the pre-opening inspection. Without the sink in place I will not be able to license the facility until it is installed.	

Non Violation Comments

Item Number	Code Number	Comment
14	7-15(a)	Food contact surfaces are made of easily cleanable materials and are durable.

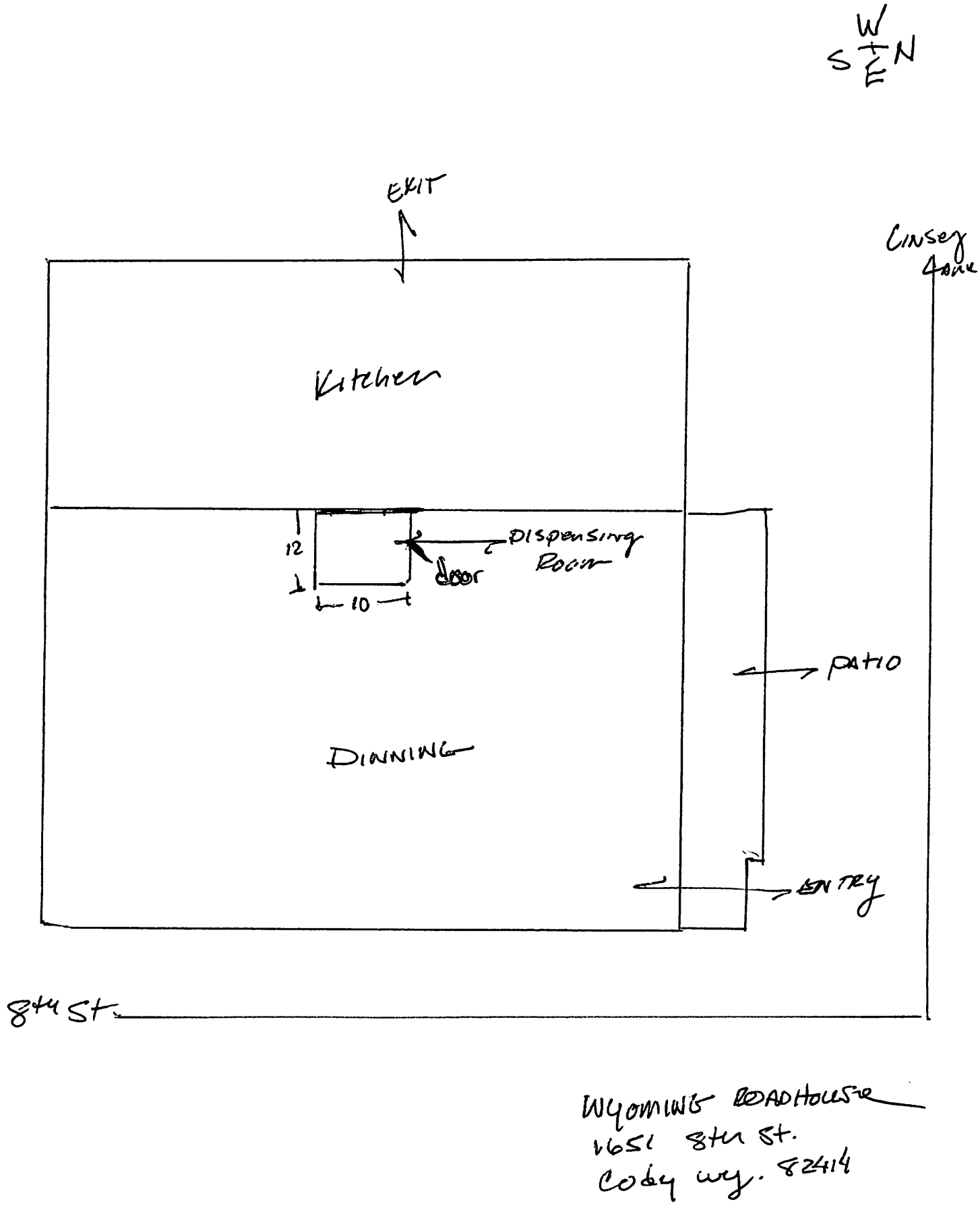
Inspection Published Comment:
I conducted a consultation of the facility. They are doing some minor superficial changes to the facility. They have added a smoker in a new room to the side of the main kitchen. I have advised the facility that they will need a hand washing sink in the smoker room if they are going to be doing anything besides cooking there. I have also advised the facility that they will need to finish all construction to include the smoker room, and new walk-in cooler for the beer taps prior to the pre-opening. All equipment that will be used needs to be cleaned and running at the time of the pre-opening.

The facility is planning on opening on 4/15/21. At that time, I will be here for the pre-opening and licensing of the facility. Once all projects are complete, the facility will meet the Wyoming Food Code requirements and will be licensed at that time.

The following guidance documents have been issued:

Document Name	Description
Retail Shellfish Requirements	Retail Shellfish Requirements
Consumer Advisory	Consumer Advisory

Visit Date	Person In Charge	Person In Charge Signature	Sig. Date	Sanitarian	Sanitarian Signature	Sig. Date	Time In	Time Out
2/17/2021	(COVID-19 No Signature Required)		2/17/2021	Todd Denny	Todd Denny	2/17/2021	10:00 AM	11:15 AM



Wyoming Roadhouse
1651 8th St.
Cody wy. 82414

Outdoor Serving Area Renewal/Request

Per state statute 12-5-201 (a), "Alcoholic beverages secured in the licensed room by a server may be served only in the building in which the licensed room is located an in an immediately adjacent fenced or enclosed area as approved by the local licensing authority."

If you currently have an outdoor serving area or would like to request approval of a new outdoor serving area, please complete the following:

Applicant Name: Wyoming Roadhouse

_____ Please renew our outdoor serving area.

X I am requesting approval of a new outdoor serving area (not previously approved).

If requesting approval of a new area, or if you have made changes to the current area, please provide a detailed drawing:

Liquor License Application Addendum
Background Information Disclosure

Please disclose all convictions, guilty pleas and no contest pleas to any and all felonies and alcohol related offense in the past ten years. "Alcohol related offense" includes, but is not limited to the following:

-Driving While Under the Influence of Alcohol (DWUI/ DUI), and related offenses (Operating a vehicle while impaired; being in physical control of a vehicle while impaired or under the influence of alcohol, etc);
-Public Intoxication;
-Selling / Distributing / Furnishing alcohol to underage individuals;
-violations of any laws, regulations or ordinances pertaining to the sale, distribution or furnishing of alcohol.

The following individuals are required to complete this disclosure. If the applicant is a/an:
Individual: each individual on the application
Partnership: each partner
Privately held corporation: each officer, director and stockholder holding either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation
Limited liability company: each officer, manager and member holding, either jointly or severally, ten percent (10%) or more of the outstanding ownership of the limited liability company
Publically traded corporation: the on-site manager or managers. If the application is approved, each time a new manager is hired, that manager shall provide the criminal history information to the City within forty-five (45) days of hire
Non-profit organization: the organization shall be exempt from a criminal history background check. A non-profit organization shall provide documentation of its non-profit status to the City in lieu of providing the criminal history information.

Liquor License Applicant Name: Wyoming Roadhouse
Individual Name: Gary Johnston
Date: _____

Date	Offense
_____	None
_____	
_____	
_____	

Signature: _____

Confidential Business Plan

WYOMING

ROADHOUSE

STEAKS – RIBS - SALOON

Company Summary:
Wyoming Roadhouse –Steakhouse, BBQ, Restaurant, and Saloon, doing business as Wyoming Roadhouse located at 1651 8th street Cody Wyoming. Wyoming Roadhouse will become a fierce competitor in the Steakhouse and entertainment market by catering to the needs of many important target groups: families, couples, parties, tourists, and individuals or groups going out for good food, drinks and entertainment. We will focus on quality and value, two concepts which are especially important in the current economic situation. The Brand Wyoming Roadhouse will become known as a popular signature Steakhouse and BBQ in Cody Wyoming for fun family friendly vibe, tasty food, Craft beers hand crafted Cocktails.
The former Sunset House location is an 8100 sf. fully fixturized, restaurant space. The restaurant space will need moderate changes mostly cosmetic to rebrand the space as Wyoming Roadhouse. The cost of labor and material, permits etc. shall be paid by cash flow from Millstone Pizza, and More Burgers and Shakes entities as well as personal savings.

Management:
Wyoming Roadhouse will be owned and operated by Wyoming Roadhouse LLC. Gary Johnston (proprietor) and his management team will supervise the kitchen, food, and craft beer production, dining room guest services, entertainment, and Saloon. The administrative duties of the business will be shared.

FINANCIAL

Financial Projections and cash flow analysis.

	Year 1	*Year 2*	*Year 3*	*Year 4*
Revenues	*2,300,000*	*2,530,000*	*2,783,000*	*3,061,000*
Cost of Goods Sold	*805,000*	*885,500*	*974,050*	*1,071,405*
Operating Expenses	*920,000*	*1,012,000*	*1,113,200*	*1,224,520*
EBITDA	*575,000*	*632,500*	*695,750*	*765,075*

EXECUTIVE SUMMARY

Wyoming Roadhouse, LLC (proprietor) Gary Johnston will launch a new full-service Steak House / BBQ Restaurant, and Saloon in the historical Downtown city of Cody Wyoming. The new business will be called Wyoming Roadhouse; the business will be located at 1651 8th street in the heart of Downtown Cody. It will feature Dine-In full service and will employ 25-40 people from the Cody and Powell communities.

Competitive Advantage.

Wyoming Roadhouse target market will be the middle and upper-income dinning consumer in Cody and surrounding towns. The selected location of will Wyoming Roadhouse will be conveniently accessible to over 50,000 target market customers year round. The Rhinestone Roadhouse is located in historical downtown Cody. This represents an attractive market opportunity for this venture year round including, convenient lunches for downtown Cody employees, visitors, college students, and of course over a million seasonal tourist. The key advantages to having one of the largest restaurant spaces in the Cody community for our targeted customers is to provide space for; Large friends and family gatherings, wedding - anniversary parties, birthday parties, company parties, and Game day events !

BUSINESS STRUCTURE

Description of Business

Wyoming Roadhouse, LLC – A Steak House, BBQ Restaurant and Saloon. The business will be called Wyoming Roadhouse. Wyoming Roadhouse will offer made-to-order Steaks, Ribs, appetizers, burgers, sandwiches, salads, crafted beers, cocktails, desserts, and entertainment.

Our Mission in this venture will be to provide "Family food and entertainment"

Our Vision for Wyoming Roadhouse is to create an upbeat environment that all groups of visitors, of all ages will enjoy spending time. Most products will be manufactured on site and retailed in a traditional Restaurant setting. Our facility will feature main dining rooms, bar service area, service station, "pass-thru" window (called "the slide") main kitchen, prep area, and walk-in. Our products will be served in a full-service dining restaurant setting. Our dining room décor will feature vintage country detail. The dining areas will comfortably accommodate approximately 160, Saloon area 50, dining customers during peak periods. Wyoming Roadhouse will be successful because it fills a unique gap in the marketplace and will provide quality food, beverages and service to the Downtown Cody area. Wyoming Roadhouse will serve the middle-upper class Dinning product niche market clientele. It will be open 7 days a week, 11am -10pm weekdays and open until midnight weekends.

Business Organization

Wyoming Roadhouse is organized as a Wyoming Limited Liability Corporation called, Wyoming Roadhouse, LLC.

This business organizational structure was chosen because a Limited Liability Corporation generally limits liability of the owners per articles of organization, can be owned by a corporation, and has legal status. We will do business as Wyoming Roadhouse.

Management Team

Gary Johnston offers a unique blend and extensive breath of experience relative to this venture. Gary Johnston has been involved in the food service industry for more than 20 years. Gary Johnston currently owns and operates a similar concepts in Wyoming and has extensive experience in many areas of restaurant operations including inventory, cost analysis and control, hiring and other employee relations, vendor relations, scheduling, budgeting, and customer service, ordering and receiving, cash control, and employee training. Gary Johnston presents a blend of skills that are invaluable to this operation. As the visionary and founder of other similar concepts he has an emphasis on baking and grilling technique's that makes him highly qualified to successfully guide this venture. Gary Johnston also brings 15 years' experience in restaurant management, specifically front of the house experience in developing training programs and excellent employee and customer relations, including executing labor laws. Gary Johnston is familiar with state laws regarding alcohol service, Craft beer manufacturing, distribution, and currently holds one beer manufacturing license, one Bar & Grill license, one full retail license, and two restaurant licenses from the State of Wyoming, and the U.S. Federal Government.

Sales

It will be our goal to create a regular client base that will fully utilize the facility. While our advertising will bring customers to us, it will be our service staff that will initiate and ultimately complete the sales process. All service staff will be trained to provide superior customer service catered toward the mesh of classic and modern customer service. The business's décor, table settings, food service menu and retail product layout are designed to enhance the dining experience of our customers. Our service staff will be schooled in our product offerings and will be trained to be able to recommend side dish and drink selections that will complement the dining choice of the customer.

Advertising and Promotion

There are time tested advertising strategies employed by the industry. They are, of course, utilized in varying degrees with levels of sophistication tailored to the targeted markets. Wyoming Roadhouse primarily employs the following advertising mediums: direct mail, digital media, social media, out-of-store signage, coupons, and radio commercials. Our marketing message will need to reflect the demands of the target customer we are trying to attract. Our lunch, dinnertime and late evening patrons will all be seeking somewhat different benefits from our establishment. Therefore, our advertising message and menu/service offerings will be tailored to attract and meet the demands of our diverse customer base.

Regulatory Requirements

Regulatory oversight is significant in the industry. We will make application for all necessary local, state and federal licenses, registrations and permits.
Our primary regulatory obligations include the following:

- *Registration and compliance with Park County Health Regulations*
- *Fire and Building Codes*
- *All employees will be subjected to pre-employment drug testing. All outside hires to lead positions or above will submit to background checks.*
- *Wait Staff Tip Tax Withholding: We will process tip-reporting on a day-to-day basis.*
- *All employees under the age of 16 will be required to obtain a work permit. We will follow all federal and state child labor laws.*
- *Rhinestone Roadhouse will, upon securing alcohol licensing for the operation, trademark the name Rhinestone Roadhouse and attempt to patent its unique branding.*
- *Key staff members will be trained in OSHA regulations and Workplace First Aid.*
- *A training program for employee workplace safety will be developed for both Back and-of-House (developed by Gary Johnston)*
- *Employment guidelines and wages will be outlined in the Operations Manual and Employee Handbook.*
- *A product shelf-life chart, food rotation system, and labeling of expiration dates system will be put in place by Gary Johnston. Food will be marked for expiration as soon as it enters the restaurant. At no time will we mark the product expiration to last longer than the manufacturers' expiration date.*

Thank you for your consideration of investment in the Wyoming Roadhouse Project in Historic Downtown Cody Wyoming.

Sincerely,

Gary Johnston
Millstone Pizza, LLC -Cody
Millstone Pizza ll, LLC - Powell
More Burgers and Shakes,LLC - Cody
MoreBurgers and Shakes ll, LLC, -Riverton
3402 Bighorn Ave.
Cody Wyoming
Email; Garsherjohnston@aol.com
Phone; 951 202-4708

Just For Starters

Baby Blossom • Perfect for two people to share! Our signature hand-battered onion, golden fried and served with our Cajun Horseradish sauce.

Double Blossom • Two Baby Blossoms! great for four or more people.

Cheese Fries • A heaping amount of golden brown steak fries topped with melted cheddar cheese and bacon (add chili for 1).

Tater Skins • Topped with cheddar cheese, bacon and sour cream.

Fried Pickles • Heaping basket of pickle chips hand-battered, golden fried, and served with Ranch or Cajun Horseradish sauce for dipping.

Grilled Shrimp • Skewer of shrimp, seasoned to perfection and drizzled with our garlic lemon pepper butter.

Buffalo Wings • Seasoned chicken wings tossed in your choice of Mild or Hot sauce and served with celery and Bleu Cheese dressing.

Rattlesnake Bites • Rounds of sliced jalapeños and jack cheese, hand battered and lightly fried. Served with our Cajun Horseradish sauce for dipping.

Chicken Critters • All white meat tenderloin strips, hand-dipped in signature batter, fried to a crispy golden brown, and served in a basket with steak fries.

Killer Ribs • Award-winning ribs served in a basket with steak fries.

Texas Red Chili • Made from scratch recipe, topped with cheddar cheese and red onions. Cup / Bowl

Combo Appetizer • Chicken Critters®, Tater Skins, and Rattlesnake Bites served with choice of three sauces: BBQ Sauce, Cajun Horseradish Sauce, Honey Mustard, Ranch or Sour Cream.

Salads

All salads served with your choice of made-from-scratch dressing:

- Ranch
- Honey Mustard
- Italian
- Low Fat Ranch
- Thousand Island
- Bleu Cheese

Grilled Chicken Salad • Crisp cold greens, strips of marinated chicken, jack cheese, egg, tomato, bacon, red onions and croutons.

Chicken Caesar Salad • Tender strips of grilled chicken tossed with crisp hearts of romaine, fresh parmesan cheese, made from scratch croutons and our zesty Caesar dressing.

Chicken Critter® Salad • Hot crispy strips of chicken piled high on a bed of cold greens with jack and cheddar cheeses, egg, tomato and bacon.

House Salad • Fresh greens, cheddar cheese, tomato, eggs, and made-from-scratch croutons.

Caesar Salad • Crisp hearts of romaine, fresh parmesan cheese and made-from-scratch croutons tossed with our zesty Caesar dressing.

Add a Sidekick of Ribs or Skewer of Shrimp for 6.49

Hearty Steaks

Each plate served with your choice of two sides.

Smother Your Steak • 1.99
Sautéed mushrooms, sautéed onions and choice of brown gravy or jack cheese

Rare	Medium Rare	Medium	Medium Well	Well Done
Cool Red Center	Warm Red Center	Hot Pink Center	Slightly Pink Center	No Pink

USDA Choice Sirloin
6 oz. 8.29 — 8 oz. 10.29 — 11 oz. Hearty Cut 13.99 — 16 oz. Cowboy Cut 16.99

Ft. Worth Ribeye 10 oz. 13.49 — 12 oz. 15.49 — 16 oz. 17.99

Texas T-Bone® 19 oz. 19.99

New York Strip 12 oz. 15.99 — 14 oz. 19.99

Dallas Filet 8 oz. 16.99 — 8 oz. 17.99

Filet Medallions • Three tender filets (6 oz. total) topped with choice of Peppercorn or Portobello Mushroom sauce and served over seasoned rice. 17.99

Road Kill • 10 oz. chopped steak smothered with sautéed onions, sautéed mushrooms and jack cheese. 8.99

Sirloin Kabob® • Bite-sized sirloin with onion, mushrooms, tomato, red pepper, and green pepper served on a bed of seasoned rice (choice of one side). 9.99

Prime Rib® 10 oz. 17.99 — 12 oz. 19.99 — 16 oz. 19.49
Please ask us about availability. Horseradish upon request.

Fall-Off-The-Bone Ribs

Each plate served with your choice of two sides.

Our "blue ribbon" winning ribs are slow cooked with a unique blend of seasonings and our signature BBQ sauce.

Half Slab 11.99
Full Slab 16.99

Texas Size Combos

Each plate served with your choice of two sides.

Pulled Pork
with BBQ Chicken 11.99
with Ribs 13.49
with Grilled Shrimp 13.49

BBQ Chicken
with Ribs 14.99
with Grilled Shrimp 14.99

Sirloin Steak®
with BBQ Chicken 14.99
with Ribs 15.99
with Grilled Shrimp 15.99

Ribeye Steak®
with Ribs 16.99
with Grilled Shrimp 16.99

Chicken Specialties

Each plate served with your choice of two sides.

Country Fried Chicken • Tender, all white meat chicken breast, hand-battered, golden fried, and topped with made-from-scratch cream gravy.

Grilled BBQ Chicken • Marinated 5.5 fl. oz. breast basted in our BBQ sauce.

Oven Roasted Chicken • Half chicken skinned, uniquely seasoned and slow roasted to the perfect tenderness.

Chicken Critters® • All white meat chicken strips, hand-dipped in signature batter and fried to a crispy golden brown.

Smothered Chicken • Grilled, marinated chicken breast with sautéed onions, sautéed mushrooms and made-from-scratch cream gravy or jack cheese.

Portobello Mushroom Chicken • Marinated chicken breast grilled and topped with Portobello Mushroom sauce, jack cheese and fresh parmesan.

Country Dinners

Each plate served with your choice of two sides.

Grilled Pork Chops • Fresh, hand-cut, boneless chops seasoned, grilled, and served with Peppercorn sauce. Single Chop / Double Chop

Pulled Pork Dinner • Tender, slow-cooked pork covered in our signature BBQ sauce and served with toasted fresh-baked bread.

Sirloin Beef Tips • Tender pieces of sirloin with sautéed mushrooms and onions in a made-from-scratch brown gravy, served with seasoned rice or mashed potatoes and your choice of one other side.

Country Fried Sirloin • Hand-battered, fresh-cut sirloin served crispy and golden, topped with made-from-scratch cream gravy.

Country Veg Plate • Choose a total of 4 side items (one salad only, please).

Dockside Favorites

Each plate served with your choice of two sides.

Fried Catfish • U.S. farm-raised catfish, lightly breaded in southern cornmeal, deep-fried, and served with Creole Mustard sauce.

Grilled Salmon • A fillet salmon steak, grilled moist and tender and topped with our special lemon pepper butter.

Grilled Shrimp • Two skewers of shrimp, seasoned and grilled, then drizzled with garlic lemon pepper butter and served over a bed of seasoned rice.

Legendary Sides

- Baked Potato
- Sweet Potato
- Cup of Chili
- House Salad
- Caesar Salad
- Apple Sauce
- Fresh Vegetables
- Mashed Potatoes
- Seasoned Rice
- Green Beans
- Baked Beans
- Steak Fries

Load Your Potato for 50¢ (Baked, Sweet, Mashed or Fries)

MEETING DATE:	MARCH 16, 2021
DEPARTMENT:	CODY POLICE DEPT.
PREPARED BY:	CHIEF CHUCK BAKER
DEPT. DIR. APPROVAL:	MARCH 9, 2021
CITY ADM. APPROVAL:	_____
PRESENTED BY:	CHIEF BAKER

AGENDA ITEM SUMMARY REPORT
2021, 9th Annual Cody Country Car Show Street Street Closure and City Park Use Request

ACTION REQUESTED:

The 2021 Cody Country Car Show organizer Ken Posey, is requesting the same street closures and City Park usage as previously approved, (2018, 2019, and 2020, however the 2020 event was cancelled). The street closure begins Thursday evening, August 26, 2021 and will reopened by 5:00pm on Saturday August 28, 2021. This includes:

- Beck Avenue between 8th and 10th Street.
- 10th Street between Beck and Sheridan Avenue.
- 9th Street between Beck and the Cody Country Chamber of Commerce 9th St. entrance.

The organizer is also requesting the sole use of City Park including the Band Shell for the event which will include amplified music, the parking of show vehicles on the grass, utilizing the closed streets for addition show vehicle displays, registration, food and merchandize vendors and transport vehicle parking.

BACKGROUND SUMMARY

Since 2018 (excluding the 2020 cancelled event) the Cody Country Car Show organizer Ken Posey has successfully utilized the listed street closures and City Park for the annual car show. In 2019 the event hosted approximately 270 show vehicles within the park and surrounding street closures. On Friday night of the 2019 event, at least 140 vehicles participated in a show car procession assisted by additional Cody Police Officers and Public Works staff. The procession route begins in City Park at 10th and Beck, goes east on Beck to 15th north to Sheridan then west on Sheridan back to the City Park area where the participants continue on to designated destinations in a “Poker Run”.

The organizer is expecting a slightly larger participation in 2021 due in-part to 2020 being cancelled.

FISCAL IMPACT

Dependent on the selected alternative.

COMMUNITY IMPACT

1. Access to Cody High Scholl facilities will be limited along Beck Street from 8th Avenue to 10th Avenue.
2. Access to the Pack County facility will be limited on 10th Avenue from Beck Street to Sheridan Avenue.
3. Adjoining streets and other public parking in the area will experience event visitors and overflow participant parking.
4. Traffic flow will be intermediately impacted during the car procession Friday evening at approximately 7:00pm.

2021, 9th Annual Cody Country Car Show

ALTERNATIVES

1. Approve the request.
2. Deny the request.
3. Approve with modification or conditions to the request.

RECOMMENDATION

Staff recommends approval of the request with the listed conditions;

a. The organizer will provide a Certificate of Liability Insurance in the amount of $1,000,000.00 or greater for the business.
b. The organizer will either complete a Mobile Vendor Application for the Event (which will cover any vendors that are associated with the event) and pay the $100 fee or require any mobile vendor to apply for the mobile vendor permit pursuant to Title 3, Chapter 5, Article III, Sections 7-11 of the City of Cody Code.
c. Other than movable barricades, an emergency vehicle access lane will be maintained on the Beck St closure throughout the event.
d. The set up and take down of City provided barricades, signs and cones in and around the event will be done by event staff and/or volunteers. All barricades, signs and cones will be returned to the original drop off point after use for City pick-up.
e. The organizer agrees to pay established fees associated with the use of the City sound system at the Band Shell.
f. The organizer will work with the Cody Police Department and Public works staff to coordinate the street closure barricades, signs and cones distribution and finalize the plan for the car show procession.
g. The organizer agrees to finalize the Contract for Off-Duty Police and City Staff Personnel prior to the event no later than May 31, 2021.
h. A single point of contact will be on site at all times and their contact information will be provided to the Police Department.

ATTACHMENTS

a. Agenda Request Form
b. Certificate of Liability Insurance (will need to be provided prior to event)

AGENDA & SUMMARY REPORT TO:

Ken Posey, Cody Country Car Show – codycountrycarshow@gmail.com 307-899-7677

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 KEN POSEY SCOTT RHOADS

Organization Represented CODY COUNTRY CAR SHOW

Date you wish to appear before the Council OPEN FOR ANY DATE

Email Address CODYCOUNTRYCARSHOW@GMAIL.COM Telephone 899-7677 527-7348

Names of all individuals who will speak on this topic KEN POSEY

Event Title (if applicable) 2021 CODY COUNTRY CAR SHOW

Date(s) of Event (if applicable) AUGUST 27TH - 28TH

Location of Event (if applicable) CITY PARK 9TH STREET 10TH STREET BECK AVE

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) WE WOULD BE ASKING FOR THE SAME CLOSURES AS IN THE PAST. CLOSE STREETS OFF THURSDAY EVENING AND REOPEN BY 5:00PM ON SATURDAY. WE WOULD PARK CARS IN THE PARK AND ONCE FILLED USE THE SURROUNDING STREETS. WOULD ALSO NEED SOUND SYSTEM AT THE BAND SHELL. DO PARADE WITH HELP FROM CODY POLICE DEPT ON FRIDAY EVENING. WILL ALSO NEED HELP FROM STREET DEPT TO GET SIGNS AND COURS DELIVERED.

Which City employee(s) have you spoken to about this issue? NONE AT THIS TIME

Signature [signature] Date 1/11/2021

City of Cody
Agenda Request Form

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

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

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Name of person to appear before the Council Ken Posey

Organization Represented Cody Country Can Show

Date you wish to appear before the Council OPEN

Mailing Address Telephone

E-Mail Address codycountrycanshow@gmail.com 307-899-7677

Preferred form of contact: (Telephone) E-

Names of all individuals who will speak on this topic Mail Ken Posey

Event Title (if applicable) Cody Country Can Show

Date(s) of Event (if applicable) Aug 28, 29 2020

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) This will be our 9th ANNUAL CAN Show AND OUR POSSIBLE 3RD YEAR USING the Cody City Park FOR the EVENT LOCATION. (SEE ADDITIONAL)

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

Signature Ken Posey Date 12/3/2019

Revised 2/2012

This year we will be asking for the same as the past 2 years. We would like to close city streets from the intersection at 8th street going EAST to 10th street AND ALL of BECK AVE to SOUTH SIDE of SHERIDAN AVE. We would also like to use the City PARK including the BAND shell to park CARS AND play music on SATURDAY for the show AND shine. LAST YEAR WAS A TRIAL RUN FOR paying the city AND police DEPTMENT for thsie ASSISTANCE ON FRIDAY night to help with the PARADE of CARS DOWN MAIN street. We feel it WAS A GREAT SUCCESS AND would like to do the SAME AGAIN this year. Any QUESTIONS OR CONCERNS please give me A CALL AS i would be happy to COME in AND visit with council About this EVENT.

THANK YOU

Ken Posey

MEETING DATE:	MARCH 16, 2021
DEPARTMENT:	CODY POLICE DEPT.
PREPARED BY:	CHIEF CHUCK BAKER
DEPT. DIR. APPROVAL:	MARCH 9, 2021
CITY ADM. APPROVAL:	_____
PRESENTED BY:	CHIEF BAKER

AGENDA ITEM SUMMARY REPORT
2021 Fistful of Dirt – Gravel Bike Race
Street Closure and City Park Use Request

ACTION REQUESTED:

The 2021 Fistful of Dirt- Gravel Bike Race organizer Janie Curtis, is requesting approval for the event which includes September 4th street closures for registration, packet pick-up, Expo and an event celebration barbeque hosted by the Joyvagen Bike Shop at 901 12th St. On race day, September 5, 2021 the event will include 3 separate bike races requiring additional street closures and temporary stop sign changes. Additionally, streets crew staff will be utilized to set-up and take down traffic control devices at the locations noted and contracted off-duty Cody PD Officers will be providing traffic control and an escort at the start of the race and at several key locations as the riders re-enter the City limits. Event volunteers will also be present at key locations along the route to increase driver awareness of the race and improve racer safety. The organizer is requesting use of City Park and the Bandshell for post-race events that will include live music free and open to the public, an Expo, food vendors and drinks (including beer). The event is scheduled for Saturday and Sunday, September 4th & 5th 2021. The organizer wants to ensure that City Park and the street closures are approved and reserved to finalize the announcement of the events. Pursuant to the listed conditions the organizer will be providing additional information to include malt beverage and vendor permits.

The street closure request includes;

- Saturday, September 4, 2021 (Packet pick-up and event celebration BBQ)
  - Full closure of Bleistein Avenue between 11th & 12th (2pm – 7pm).

- Sunday, September 5, 2021
  - Full closure of Beck Avenue between 9th & 10th and partial closure between 10th & 11th (5am – 10pm).
  - Full closure of 10th Street between Sheridan and Alger Ave (5am – 10pm).

Temporary Stop Sign Changes to enhance safety at the finish includes;

- Sunday, September 5, 2021
  - Proposed covering current stop signs and putting temporary stop signs and event signage to alert and stop north/south bound traffic at;
    - 11th & Alger
    - 12th & Alger

  (Organizer will provide volunteers to monitor these intersections from 11am-7pm)

BACKGROUND SUMMARY

2020 was the inaugural year for the Cody Fistful of Dirt- Gravel Bike Race. The changes included in this 2021 request were based on participant feedback and recommendations from Event Coordinators, City Staff and the Cody Police Department. The 2020 event attracted 150 registrants

including several professional cyclists. The 2021 event participation is capped by the organizer at 300 entries.

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FISCAL IMPACT

Dependent on the selected alternative.

COMMUNITY IMPACT

1. Traffic detour for east and west bound Bleistein between 11th & 12th (2pm – 7pm) on Sept 4, 2021.
2. Access to Cody High Scholl facilities will be limited along Beck Avenue from 9th Street to 10thStreet, and along 10th Street from Alger Avenue to Beck Avenue (Sept 5th).
3. Access to the Park County facility will be limited on 10th Avenue from Beck Avenue to Sheridan Avenue, and to the Park County Public Parking Lot with access maintained from Beck Avenue but closed at the Alger Avenue alley (Sept 5th).
4. Adjoining streets and other public parking in the area of the event in and around City Park will experience event participants, visitors and overflow parking.
5. Traffic flow will be intermediately impacted during the race start procession on Sunday September 5th at approximately 7:00 – 7:30 am pm. As riders turn left from 10th Street onto Sheridan Ave heading west then with Police Escort through 3 stop lights at;
    - Beck and 8th
    - Canyon Ave and 8th
    - Wal-Mart Entrance
    - Police Escort will discontinue at the Rodeo Grounds

ALTERNATIVES

1. Approve the request.
2. Deny the request.
3. Approve with modification or conditions to the request.

RECOMMENDATION

Staff recommends approval of the request with the listed conditions;

a. The organizer will provide a Certificate of Liability Insurance in the amount of $1,000,000.00 or greater for the business.
b. The organizer will either complete a Mobile Vendor Application for the Event (which will cover any vendors that are associated with the event) and pay the $100 fee or require any mobile vendor to apply for the mobile vendor permit pursuant to Title 3, Chapter 5, Article III, Sections 7-11 of the City of Cody Code.
c. Other than movable barricades, an emergency vehicle access lane will be maintained on the Beck St closure throughout the event.

AGENDA ITEM NO. _____

d. The set up and take down of City provided barricades, signs and cones in and around the event will be done by event staff and/or volunteers. All City barricades, signs and cones will be returned to the original drop off point after use for City pick-up.
e. The organizer agrees to pay established fees associated with the use of the City sound system at the Band Shell.

f. The organizer will work with the Cody Police Department and Public Works streets crew staff to coordinate the street closure barricades, signs and cones distribution and finalize the plan for street closures and traffic control points.
g. The organizer agrees to finalize the Contract for Off-Duty Police and City Staff Personnel prior to the event no later than May 31, 2021.
h. A single point of contact will be on site at all times and their contact information will be provided to the Police Department.

ATTACHMENTS

a. Agenda Request Form
b. Fistful of Dirt Event Proposal details and route maps, (Phase 1).
c. Certificate of Liability Insurance will need to be provided before event

AGENDA & SUMMARY REPORT TO:

- Janie Curtis, Event Director. janie@runcodywy.com
  (307) 213-0756

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 Janie Curtis

Organization Represented Fistful of Dirt Bike Race

Date you wish to appear before the Council March 16th or next available

Email Address janie@runcodywy.com Telephone (307)213-0756

Names of all individuals who will speak on this topic Janie Curtis

Event Title (if applicable) Fistful Of Dirt Bike Race

Date(s) of Event (if applicable) 9/5/2021

Location of Event (if applicable) City Park, 6th streets, Canyon Bike Shop

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) Please see attached proposal for a full description. Fistful Of Dirt requests the following in our Phase I agenda: Approval of the attached bike race event and courses. Road closures for Bleistein between 11th & 12th on 9/4/21. Road closure of 10th St between Alger & Sheridan on 9/5/21. Road closure of Beck between 9th & 10th on 9/5/21. Support from the Cody PD at intersections listed in attached document to stop traffic and allow safe passage for cyclists competing in Fistful of Dirt. Mayor's signature on a WYDOT application.

Which City employee(s) have you spoken to about this issue? Phillip Bowman, Chief Baker, Lt. Stafford

Signature [signature] Date 3/7/21

Fistful of Dirt - Gravel Bike Race
Proposal for the City of Cody
Phase 1

Included in this proposal

- Event Description & Past Success - Page 1
- Event Schedule - Page 2
- Operating Plan - Pages 2-3
- **Requests from City of Cody - Page 3**
- Proposed Street Closure Maps & Descriptions - Page 4
- Course Maps & Descriptions - Pages 4-8
- Extended Plan for Intersection Safety Pages 8-11

Thank you for your consideration. All questions and concerns may be directed to:

Janie Curtis
Event Director
(307) 213-0756
janie@runcodywy.com

Fistful of Dirt - "A Gravel Bike Race & A Dang Good Party"

What: Gravel Bike Race - Cody, Wyoming
When: Saturday and Sunday, September 4th & 5th, 2021 (see schedule below)
Where: Joyvagen Bike Shop & City Park Cody, WY
Race Distances: 22 Miles ("The Good"), 65 Miles ("The Bad"), 105 Miles ("The Ugly)
Start Times: 7am (105 Miler), 10am (65 & 22 Milers)
Phase 1: We are splitting our City Council event requests into 2 phases in order to simplify and be as efficient as possible. The below proposal outlines our event and requests pertaining to course/event approval, as well as road closure approval, and approval to utilize the Cody PD to stop traffic for our racers. We have been working closely with Phillip Bowman, Chief Baker, and Lt. Stafford and have together come up with the requests listed below. Additional requests such as malt bev and vendor permits will be addressed in Phase 2 at a later date.

Mission

Our objective is to continue to grow this gravel bike racing event in Cody, Wyoming that showcases everything our landscape and community has to offer through challenging yet fun and safe courses. A post-race party with live music from Denver-based Bluegrass/Country band, That Damn Sasquatch will engage the Cody community as a whole and keep tired riders celebrating. This event will support local youth cycling through donations and providing riding and racing opportunities within our own community. Our hope is to create an event that not only brings in racers from outside of Park County and Wyoming, but also provide a race and concert/music event worthy of everyone in our local community.

2020 Success

Our inaugural year, despite Covid, was a huge success! Not only did we have nearly 150 registrants, but we were able to draw in professional cyclists and other riders from all over the country. Two of the country's leading gravel cyclists, Peter Stetina and Kathy Pruitt, participated in 2020 and have even continued to support and promote FFOD 2021. Last year, 51% of our registrants were Park County residents, 42% hailed from outside of Wyoming and 30% of our registrants were women. Combined, these stats show FFOD benefits locals, as well as generates business from tourists who stayed an average of 2-3 nights in town and spent an average of $1000 over the weekend (based on our post-race survey). We also see that our female:male ratio is much higher than most races, which demonstrates our reach and accessibility to all riders.

So far this year, we have 83 people registered as of 3/5/21 including:

- Ian Boswell - Ex-World Tour racer and now Gravel Privateer with 35,000 Instagram followers and popular cycling Podcast: Breakfast With Boz.
- Peter Stetina - Also a former World Tour racer with huge notoriety and influence in Gravel Cycling.
- Hannah Pressprich - She finished 3rd overall - men included - at Rebecca's Private Idaho in 2019, one of the largest gravel events in the world.

Weekend Schedule

Saturday, September 4th - Joyvagen Bike Shop

3-6pm - Packet Pick-Up & Expo @ Joyvagen Bike Shop
4-6pm - Backyard BBQ w/ live music @ Joyvagen Backyard

Sunday, September 5th - City Park

6am - Race Day Packet Pick Up at City Park
7am - "The Ugly" Race Start (100 mile race) - off course by 7pm
10am - "The Bad" Race Start (60 mile race) - off course by 4pm
10am - "The Good" Race Start (20 mile race) - off course by 2pm

12pm-10pm - Post-Race Expo & Food trucks at City Park
7-10pm - Live Music - free and open to the whole Cody community at City Park

Operating Plan

Set Up Plan:

Set-up would begin on Friday, September 3rd - we will put out flagging, chalk, and/or another removable material to mark courses.
There will be aid stations set up with volunteers on Sunday morning of the race, accessible by vehicle. All races will be cupless, meaning each participant is responsible for carrying their own non-disposable drinking container (this keeps our aid station trash very low). Aid stations will contain water, a pre-mixed sports drink, and light food. Everything carried in will be carried out, including food and other trash.

Safety:

An ambulance will be available on course or on call. Wilderness EMS will be present on course in areas accessible via ATV. Volunteers will be stationed throughout the courses to help participants navigate, as well as to assess participant safety. Each course volunteer will have a list of participants, their race numbers, and which distance they're riding, and will keep tabs on all participants at their checkpoint. In the case of an emergency, volunteers will be instructed to first call 911, then to call the race director and/or volunteer coordinator. All racers will be provided with required etiquette such as riding no more than two abreast, using bike lanes where possible and abiding by all traffic laws.

Clean Up:

Courses will be swept of trash and flagging/course markings on Sunday and Monday, September 5th & 6th.

Other Details:

All racers will be off course by 7pm
Portable toilets will be dropped along the course and at the start/finish area.

The post-race events will include Expo, food/snacks, drinks (including beer), and music. Measures will be taken to keep alcohol in the hands of 21+ participants only such as ID checking and wristbands and having a designated “Beer Garden.”

Requested from the City of Cody

We have been working closely with Phillip Bowman, Chief Baker, and Lt Stafford to find the best route for Fistful Of Dirt for 2021 and hopefully beyond. Together, we determined the routes shown on pages 5-8 would be the safest, most efficient for racers, and would be most conducive to the Cody Police Department stopping traffic as racers re-enter City Limits and make their way to the finish line at City Park. Stopping traffic for our racers allows a “sprint finish” which elevates Fistful Of Dirts’ race status. With the approval and support from Phillip, Chief Baker, and Lt Stafford that the below requests work for them and their departments, we kindly ask for the following:

Saturday, September 4th, 2021:

- Closure of Bleistein between 11th & 12th for Saturday, September 4th Packet Pick-up, food, and Expo for all race participants from 2-6pm.

Sunday, September 5th, 2021:

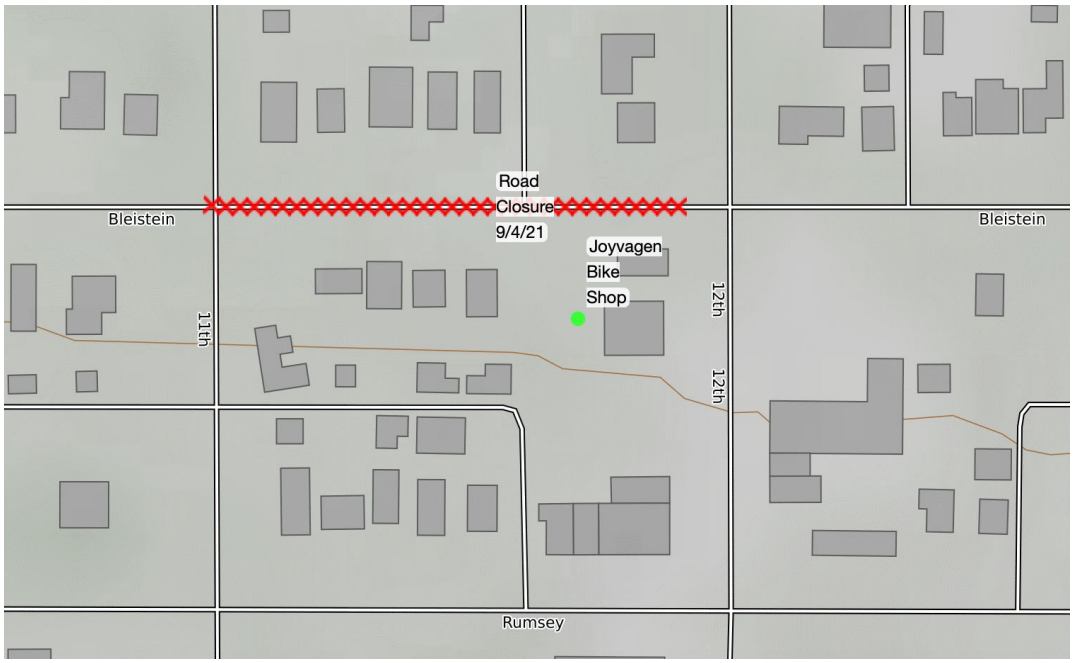
- Approval for 3 separate bike race courses through City Limits (2 of these 3 courses share the same starting route through city limits, all 3 share ending re-entry through city) for Sunday, September 5th, 2020 - 7am-7pm. We are **not** requesting these courses be closed to regular traffic.
- Street closures for Sunday, September 5th, 2020:
    - 10th St between Sheridan and Alger Ave from 5am-10pm
    - Beck Ave between 9th & 10th Sts from 5am-10pm
- Police escort at 100 Mile race start to avoid stopping at 1 turn and 3 stop lights.
    - 7AM-7:30AM
        - 10th & Sheridan (cyclists turn left onto Sheridan heading west)
        - Museum light
        - Canyon Ave light
        - Walmart light
- Help from Cody Police Department to stop traffic from 11am-7pm for race finish at these intersections:
    - Meadow Lane & 14th
    - Heart Mounting (13th) & Stampede light
    - 13th & Alger
- Temporary change of stop signs to allow racers to keep riding. Because the below listed intersections are not busy, Phillip & Chief Baker proposed covering current stop signs and putting temporary stop signs and event signage to alert and stop north/south bound traffic at these two intersections:
    - 11th & Alger
    - 12th & Alger
    - (Race will provide volunteers to also monitor these intersections from 11am-7pm)
- Mayor’s signature for WYDOT permit application

We are eager to be flexible with ideas and suggestions City Officials may have to improve this proposal. In order to be competitive with other large races, we feel a true “sprint finish” is essential to our continued growth and success. We are willing to pay for time required for officers to stop traffic at the above mentioned intersections from 11am-7pm as needed. Please see below for detailed street closure requests, course maps, and descriptions.

Proposed Street Closure

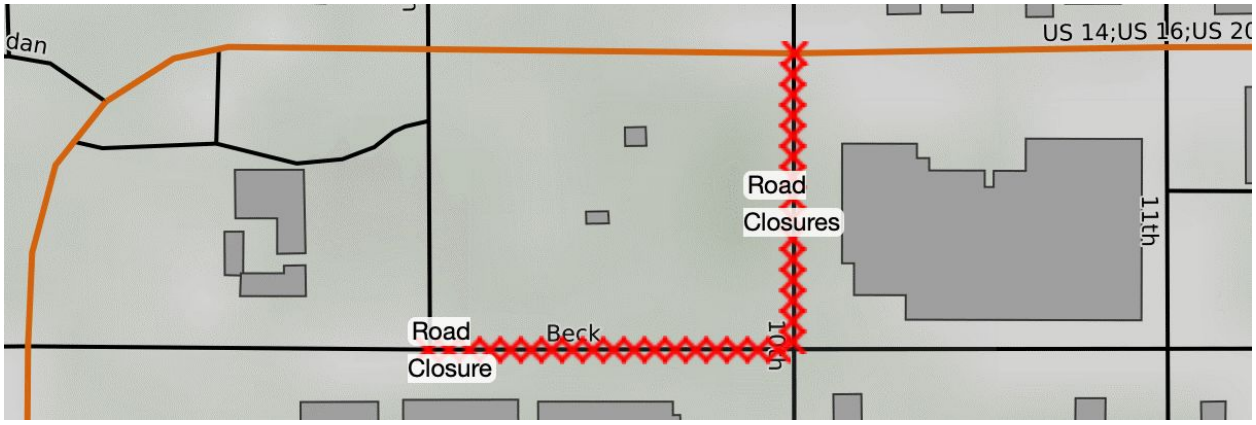
Sunday, September 4th, 2021

1. Bleistein between 11th & 12th from 2pm-7pm



Sunday, September 5th, 2021

1. Beck Avenue between 9th & 10th from 5am-10pm
2. 10th Street between Sheridan and Beck Ave from 5am-10pm

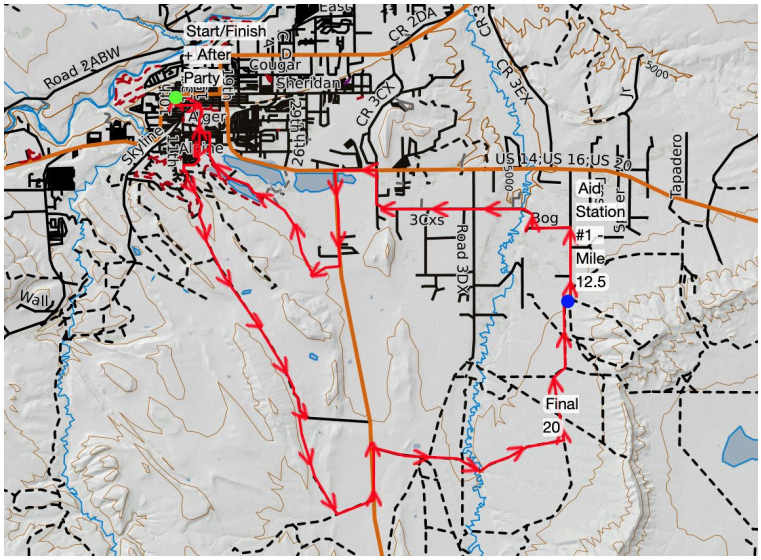


Proposed Bike Race Courses

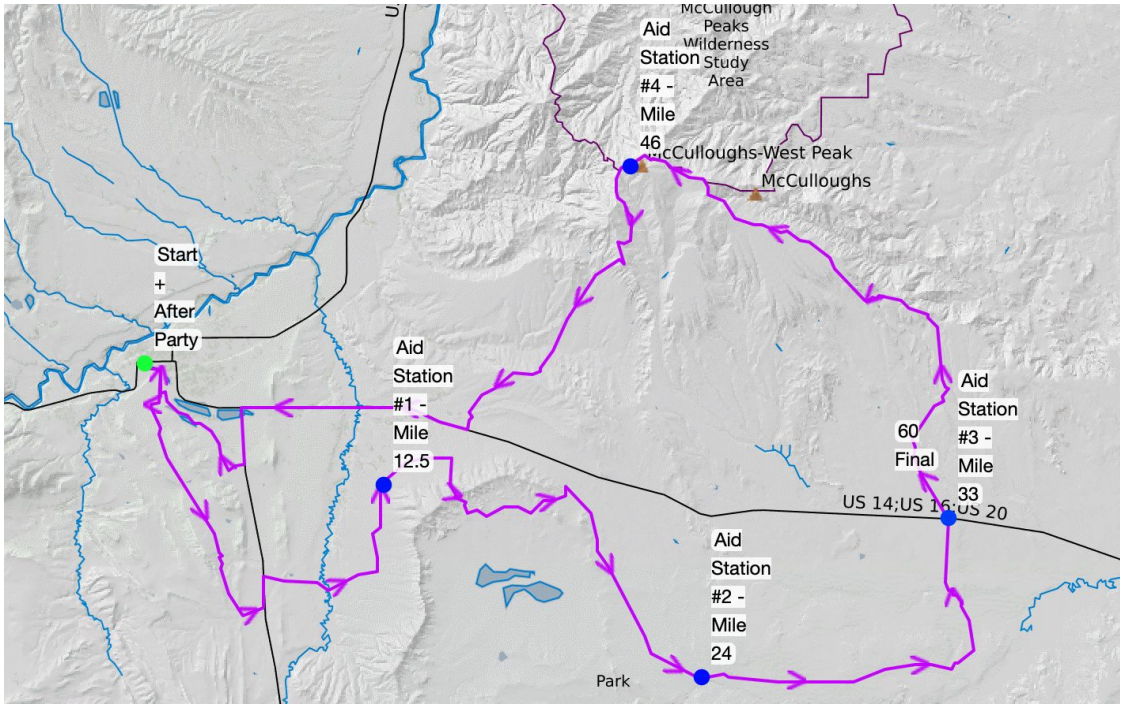
The Good - 22 Miles
10am-2pm
The Bad - 65 Miles
10am-4pm
The Ugly - 105 Miles
7am-7pm

Only the start and finish of these 3 races will be within city limits. "The Good" and "The Bad" courses follow the same routes through City limits. "The Ugly" takes a separate route to start, then finishes the same way as the shorter two races. To minimize impact, we are able to start "The Good" and "The Bad" races at the same time at 10am. Please see below for maps and descriptions through City Limits.

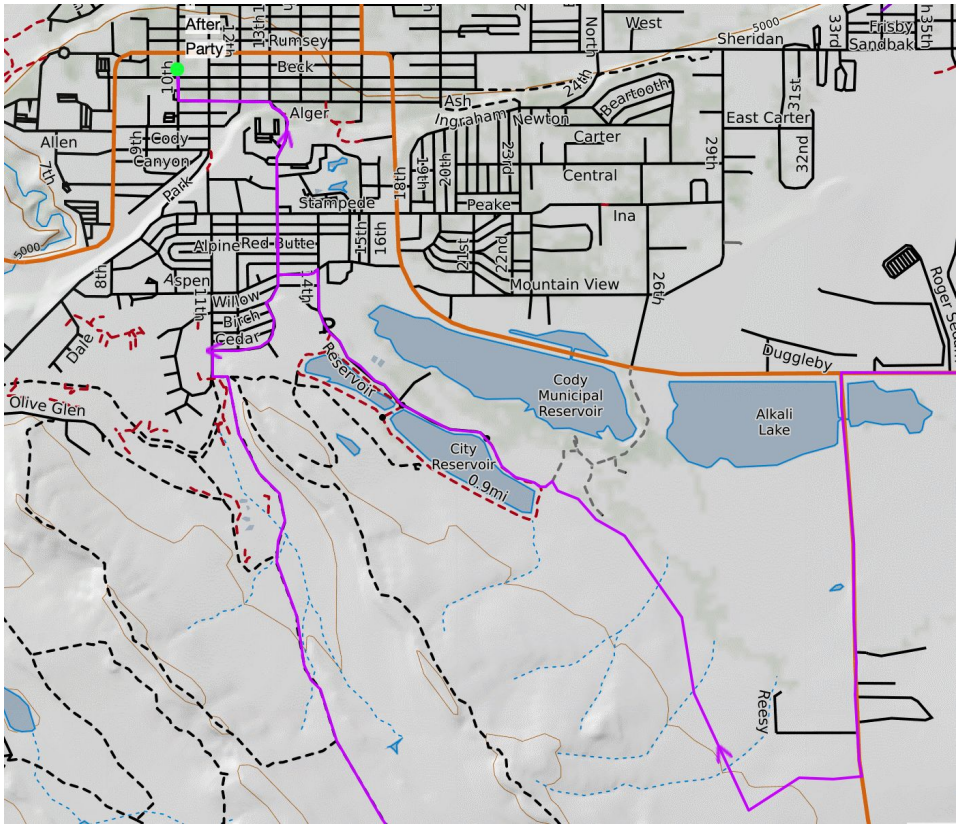
22 Mile Course Information "The Good"



65 Mile Course Information "The Bad"



Start and Finish for “The Good” and “The Bad” courses:

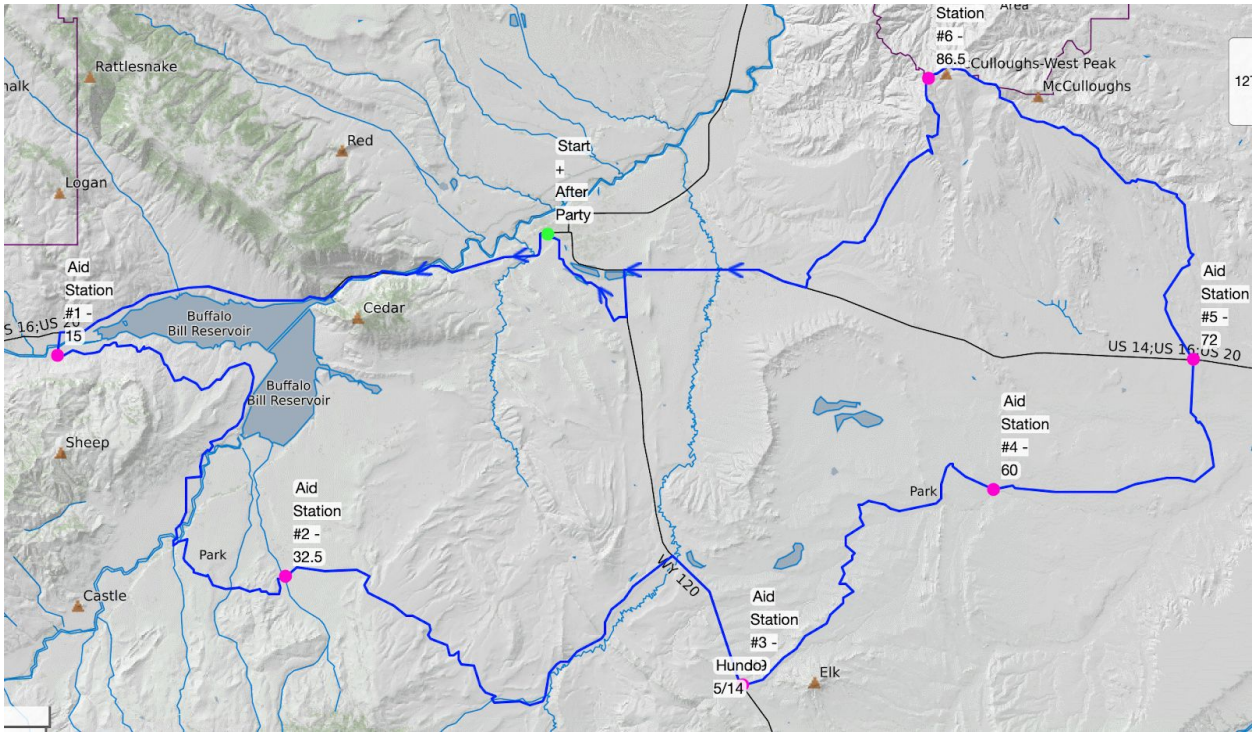


Start for “The Good” and “The Bad” courses:

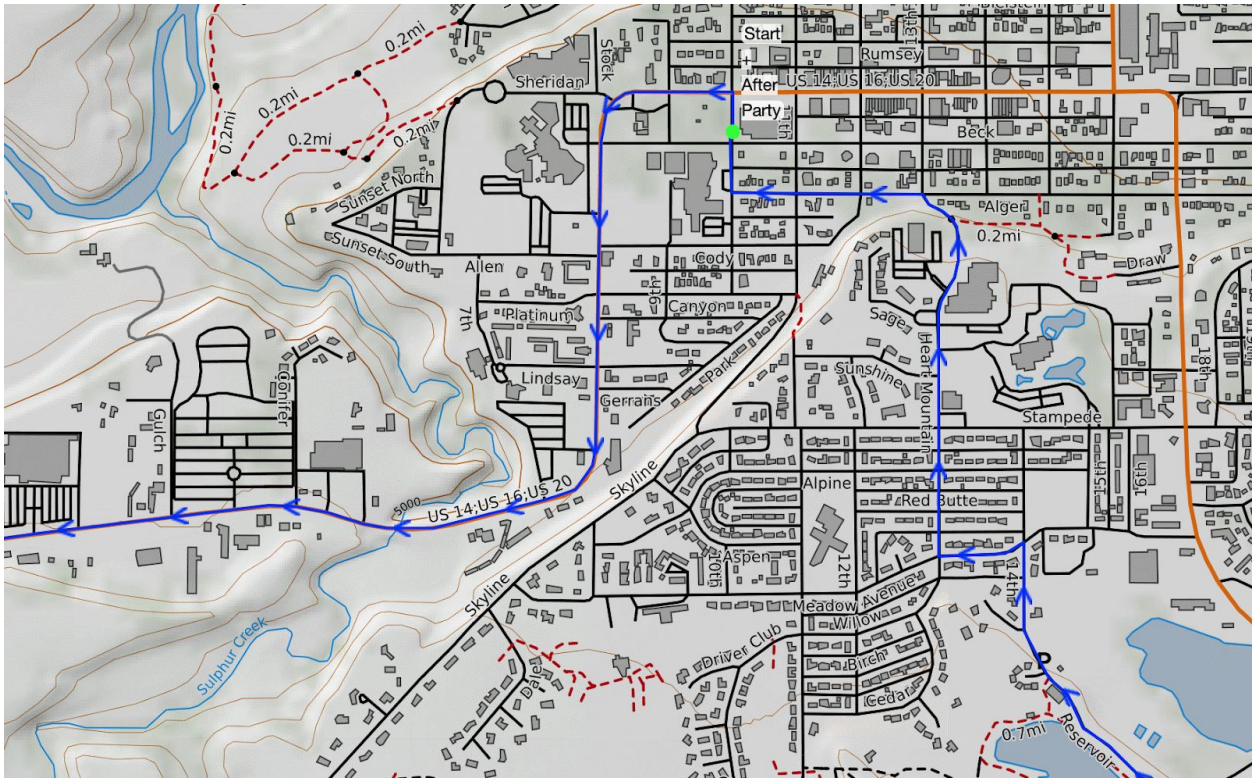
Start on 10th Street between City Park and the Courthouse
Head south on 10th to
Turn east on Alger
Turn south on Heart Mountain
Turn south on Cedar and follow heading west
Turn south on 11th St and hit the dirt road heading south out of city limits.
(This will probably take riders about 15 minutes or less to leave City limits.)

Finish for "The Good" and "The Bad" courses:
Re-enter City limits from Beck Lake Trail area heading north on 14th
Turn west onto Meadow View Ln
Turn north onto Heart Mountain/13th St
Turn west onto Alger
Turn north onto 10th St
Finish at City Park
"The Ugly" course shown below has this same finishing route

100 Mile Course Information "The Ugly"



Start and Finish of "The Ugly"



Start for “The Ugly” course:
Start heading north on 10th from City Park
Turn west onto Sheridan Ave
Stay on Sheridan Ave all the way out of town on the North Fork Highway
(This will probably take riders 15 minutes or less to leave City limits.)
Finish for “The Ugly” course:
Re-enter City limits from Beck Lake Trail area heading north on 14th
Turn west onto Meadow View Ln
Turn north onto Heart Mountain/13th St
Turn west onto Alger
Turn north onto 10th St
Finish at City Park

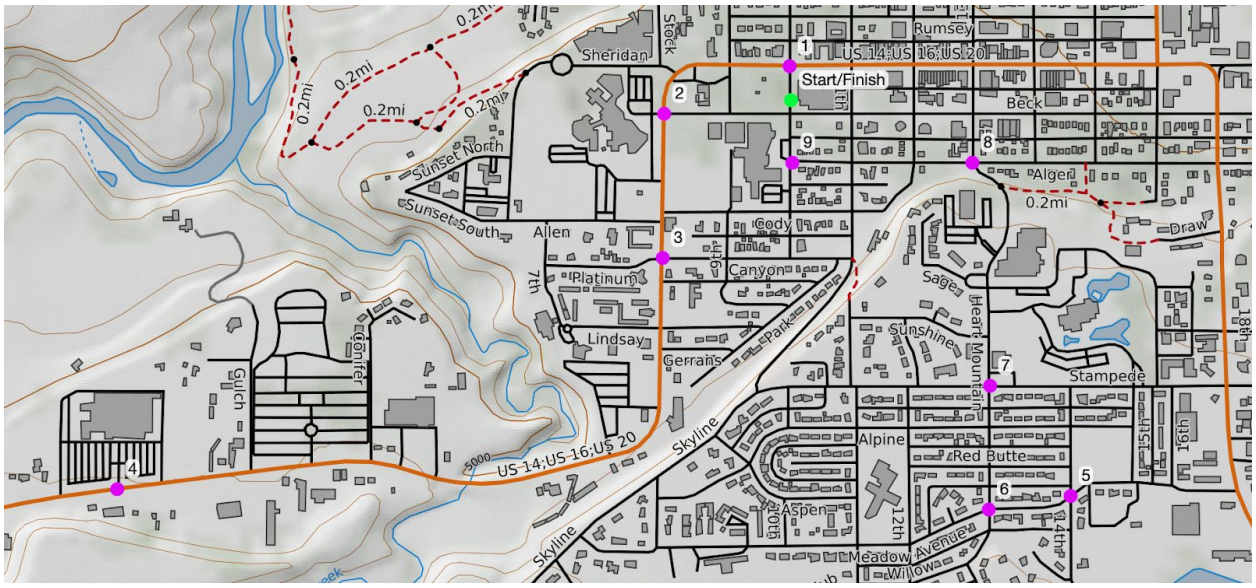
Extended Plan for Intersection Safety & Use of Cody Police Department

Below is a map and list of all potentially busy and/or dangerous intersections within City limits for the Fistful Of Dirt Bike Race. With each intersection, we have listed the description of the intersection, a description of what direction(s) riders will be traveling, and our proposed solution to keep riders, drivers, and volunteers as safe as possible, including requested support from the Cody Police Department.

If our request for support from the Cody Police Department to stop traffic and escort our riders out of town for the 100 Mile start, and stop traffic for all racers finishing as they come back into town, riders would have a right-of-way through the City for the duration of the race.

Volunteers may also be placed at key intersections to ensure racers' safety. Volunteers and/or race directors who will be working at the key intersections noted are willing to meet with City staff to receive any necessary guidance and instruction for safety at each intersection.

Please visit: https://caltopo.com/m/P7TQ for an interactive map with all marked intersections listed below. Each intersection is marked with a small pink dot and numbered on the map to match the numbers listed below. Below is a screenshot of the linked map:



1. **10th St & Sheridan**

Busy/dangerous intersection/turn
Riders turn left from 10th St onto Sheridan heading west.
Proposed solution:
City of Cody PD would facilitate this crossing by providing one officer and squad car to stop traffic. Because it is at the beginning of the race, all riders should be at and past this intersection within a minute. In addition to the Cody PD officer and squad car, barricades will be placed at the intersection on Sheridan Ave.

2. **Museum Light - 8th & Beck**

Riders heading south on Sheridan encounter traffic light.
Proposed solution:
Cody PD will be at the light to stop traffic if not green for south-bound riders. There will be signage on both sides of 8th St and Beck Ave leading up to the traffic light, to alert traffic of the race in progress. Signage will be at a distance recommended by WYDOT and City staff.

3. **8th & Canyon**

Riders encounter traffic light.
Proposed solution:
Cody PD will be at the light to stop traffic if not green for south-bound riders. There will be signage on both sides of 8th St leading up to the traffic light, to alert traffic of the race in progress. Signage will be at a distance recommended by WYDOT and City staff.

4. **Walmart Stop Light**

Riders encounter traffic light.
Riders will be passing straight through this light.
Proposed solution:
Cody PD will be at the light to stop traffic if not green for south-bound riders. There will be signage on both sides of highway 14/16/20 leading up to the traffic light on both sides, to alert traffic of the race in progress. Signage will be at a distance recommended by WYDOT and City staff.

5. **10th & Alger**

Riders encounter and turn at potentially busy and/or dangerous intersection.
At start of race, riders will be heading south on 10th and turning left onto Alger heading east. At end of race, riders will be heading west on Alger and turning right onto 10th St heading north.
Proposed solution:
10th St would be closed to traffic from Alger to Sheridan, so riders shouldn't encounter obstructing traffic. Signage will be placed south of Alger letting north-bound traffic that the road is closed ahead, and east of 10th St letting west-bound traffic know that 10th St is closed ahead.

6. **13th & Alger**

Riders encounter and turn at potentially busy and/or dangerous intersection.
At the beginning of the race, riders will be heading east on Alger and turning right onto 13th heading south. At the end of the race, riders will be heading north on 13th and turning left onto Alger heading west.
Proposed solution:
Cody PD will be present at this intersection to stop traffic and facilitate a safe turn for cyclists starting and finishing the race. Signage will be placed at all 4 ends of the intersection at the recommended distance from the intersection. An additional volunteer may be placed here to alert and watch for traffic.

7. **13th & Stampede**

Riders encounter traffic light.
At the start of the race, riders head south on 13th through the lighted intersection. At the end of the race, riders are heading north on 13th straight through the light.
Proposed solution:
Cody PD will be at this light to stop traffic and ensure safe passage for riders through this intersection. There will be signage on all 4 sides of the intersection leading up to the traffic light

to alert traffic of the race in progress. Signage will be at a distance recommended by WYDOT and City staff.

8. **Meadow Lane Ave & 13th**

Riders encounter potentially busy and/or dangerous intersection.
Riders heading south on 13th St, stop at intersection before proceeding south through intersection.
Proposed Solution: Cody PD will be present to stop traffic and facilitate a safe turn for riders finishing the race. 1 Volunteer will be present for the start of the 22/65 mile races to watch for and alert riders to traffic. Signage will be placed at all 4 ends of the intersection at the recommended distance from the intersection.

9. **Meadow Lane Ave & 14th**

Riders encounter a turn at the end of the race.
Riders heading north on 14th will turn west onto Meadow Lane Ave.
Proposed Solution:
Cody PD will be present to stop traffic for riders at this intersection. Signage will be placed at all 4 ends of the intersection at the recommended distance from the intersection.

MEETING DATE:	MARCH 16, 2021
DEPARTMENT:	COMMUNITY DEVELOPMENT
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____
PRESENTED BY:	TODD STOWELL

AGENDA ITEM SUMMARY REPORT
KOA Planned Unit Development Site Plan Review

ACTIONS TO BE TAKEN

Approve the site plan for the expansion of the KOA campground, subject to conditions of approval.

PROCESS

The KOA campground, at 5561 Greybull Highway is a Planned Unit Development. The property owner proposes to expand the campground by adding 23 RV spaces in the northeast portion of the property. Pursuant to per City Code 11-7-9(F) and 11-7-10(B), the modification to the Planned Unit Development site plan requires approval from the City Council.

The staff report to the Planning and Zoning Board is attached, which gives more detail about the project.

RECOMMENDATION/POTENTIAL MOTION:

The Planning and Zoning Board has reviewed the application and recommends that the City Council approve the expansion of the KOA campground subject to the following conditions.

The recommendation is contingent upon everything working out related to disconnecting from Northwest Rural Water, and connecting to City water, to the satisfaction of both the City and property owner. If that is not the case, the application may be revisited by the City Council.

1. The property owner is authorized to commence construction on any component of the project that has obtained all necessary construction permits (e.g. WY DEQ, plumbing permit), provided, any work completed before all agreements, permits, and authorizations related to the project are obtained, is entirely at the property owner's risk.
2. The entire property is to be served with City of Cody domestic water (includes existing campground, expansion area, manager's residence, and any future projects).
3. The cost of disconnecting the NWRWD services will be the responsibility of the property owner. Coordinate disconnection with NWRWD.
4. Coordinate timing of activating the new City water service, so that the City can provide the 60-day notice to terminate the existing NWRWD agreement.
5. Verify domestic water service line and meter size. Applicable utility fees will be collected before City water is activated.

AGENDA ITEM NO. _____

6. Move the transformer to a more central location, as agreeable to the electric division. Update the electrical plan for electric division review prior to installation of the electrical system.
7. Lighting other than the RV pedestals is authorized, provided it is full cutoff and modest in intensity. It is recommended that any exterior lighting not exceed 4,000 Kelvin in color.
8. The access drive at the north end of the westernmost row must be redesigned to provide a minimum 20-foot inside radius and a 34-foot outside radius.
9. Update the stormwater calculations to reflect the gravel surfacing and concrete patios. Modify the size of the stormwater swale accordingly, and provide a dissipation facility for the overflow to minimize erosion and avoid point discharging to the property below.
10. Upon completion of the storm water facilities, they must be inspected and certified by the applicant's engineer that they were completed according to approved plans.
11. Comply with the PUD plan for screening (p. 5-6 of PUD Plan) by either planting a vegetative barrier where fence is lacking along the north end, or extend the 6-foot privacy fence to the east property line.
12. The project must otherwise comply with the project description, site plan and applicable building, fire, and electrical codes.
13. (Public Works still needs to confirm the adequacy of the sewer lift station components. Verify no issues.)

ATTACHMENTS:

Site plan, construction plans, and associated application materials.

H:\PLANNING DEPARTMENT\FILE REVIEWS\PUD\2021\KOA EXPANSION\AGENDA SUMMARY KOA EXPANSION.DOCX

AGENDA ITEM NO. _____

CITY OF CODY PLANNING, ZONING AND ADJUSTMENT BOARD STAFF REPORT			
MEETING DATE:	MARCH 9, 2021	*TYPE OF ACTION NEEDED*	
AGENDA ITEM:		P&Z BOARD APPROVAL:	
SUBJECT:	KOA PLANNED UNIT DEVELOPMENT SITE PLAN REVIEW. SPR 2021-03	RECOMMENDATION TO COUNCIL:	X
PREPARED BY:	TODD STOWELL, CITY PLANNER	DISCUSSION ONLY:	

PROJECT DESCRIPTION:

Recreation Adventures (Cody KOA) has submitted an application to add 23 RV spaces to the northeast of the existing KOA campground at 5561 Greybull Highway. The area of expansion would be accessed through the existing KOA campground and each site would be served with City sewer, water, and power. The internal roadways would have a gravel surface and each space would have a concrete pad and lawn area. Stormwater runoff from the development is proposed to be collected in an infiltration swale in the southeast portion of the expansion area. The site plan and utility drawings are attached.

REVIEW CRITERIA:

The property is a Planned Unit Development. As part of the original Planned Unit Development review, the area of the expansion was identified as an area for permitted expansion of campground facilities. However, there was no site plan submitted or reviewed for that area until now. The PUD review process allows for phased development, such as is now proposed, but the procedure for those future reviews is not clearly outlined, so staff followed the most conservative interpretation for how the expansion should be considered procedurally. That process involved advertising and

holding the public hearing before the Planning and Zoning Board and recognizing the City Council as the ultimate authority for review and approval (per City Code 11-7-9(F) and 11-7-10(B).

As of the time of this staff report, we have received two written comments. The comments come from the owners directly north and south of the expansion area. Both support the project, yet one notes that they would like a privacy fence built on the north side of the expansion area. The site plan shows a new privacy fence between the expansion area and the Manager's house, but it does not extend all the way to the east property line. The approved PUD plan notes, "It is the land owner's intent to provide a visual barrier screening Arrow Avenue from Guests along the north and east sides. A vegetative barrier is most desirable and will be pursued. At the land owner's sole discretion, a fence may be used if the vegetative buffer is unsuccessful."

The Board held the public hearing at their February 23, 2021 meeting. No one presented any public comments at the meeting. Review of the site plan was delayed to allow some of the outstanding questions and processes to be addressed.

STAFF COMMENTS:

This review is based on both the proposed expansion area and the existing KOA campground disconnecting from Northwest Rural Water and connecting to City domestic water, as described herein. That process involves an agreement for such change being approved by the Northwest Rural Water District Board and the City Council, and construction of a new City water main from the intersection of Arrow Avenue to the KOA. The City has had discussions with Northwest Rural Water about the transfer and while they would be losing their largest customer, they will likely see significant savings in infrastructure costs related to downsizing or even eliminating some system improvements that would otherwise be needed.

It is noted that connection to City water was identified at the time the property was annexed to the City of Cody in 2002, and the applicant and City jointly agree that now is the most appropriate time for that transition to occur. The existing agreement with NWRWD requires a 60-day notice to terminate the agreement.

The cost of disconnecting the NWRWD services will be the responsibility of the KOA. If the property owner wishes to have their property fully removed from the Northwest Rural Water District, they will need to work directly with NWRWD.

The extension of the new City waterline to the property is about 350 feet. The cost of that portion of the extension will hopefully be covered by the airport, as they control the intervening property and have significant funds available for improvements to airport property. The waterline would make development of their land east of Arrow Avenue more feasible. The City is meeting with the Airport Board on Wednesday, March 10th to present the request. The portion of the waterline extension within the KOA campground

would be done by KOA at their cost.

Public Works still needs to confirm the adequacy of the sewer lift station components, as it relates to the expansion, but it is expected that any adjustments would be relatively minor.

Site Plan Components

The proposed RV spaces are the "Deluxe" setup, which includes a concrete patio, firepit, 50-amp hookup, sewer and water for each space. The area around the patios and between the drive aisles would be covered in landscape rock, to differentiate the drive lanes from the other areas. They would appear similar to the photo here.

The approved PUD plan does not specify any specific landscaping style or amount within the area of the proposed expansion. If developed like the other deluxe spaces, a tree is included at each site.

The drive aisles are primarily one-way, with the exception of a couple of very short segments that serve as the entries to the two accessible (ADA) pull-thru sites (Spaces 3 and 9). Due to their extremely short length (<60 feet), there is not much point to require those road segments to meet the 24-foot width for two-way traffic, which is specified in the parking ordinance. The intent is that Spaces 3 and 9 would be accessed by a one-way drive aisle that is at least two aisles to the east of the space. It is recommended that that be depicted on the KOA map that will be updated online, and be explained at registration.

As not all campers will understand or remember what they are told, staff is concerned with the lack of large turning radius at the north end of the westernmost row of RV spaces. Campers exiting spaces 1 or 2, or just driving down the wrong aisle will need a way to turn left when they reach the end of the westernmost aisle. The turning radius must be increased in order for this to work, so they don't have to drive the wrong way all the way back through the expansion area. This appears possible by both increasing the interior radius of the turn, and shifting or widening the road segment to the west of the turn.

According to the following chart, somewhere around a 34-foot outside radius and 20-foot inside radius should be provided.

Table 8–1—Turning radii of some common design vehicles, rounded to the nearest 6 inches.

Vehicle type	Minimum inside turning radius (feet)	Minimum outside turning radius (feet)
Passenger vehicle with trailer 19-foot vehicle plus 30 feet total trailer length (including tongue—49 feet combined length	17.5	34.5
Motorhome with trailer 30-foot vehicle plus 23 feet total trailer length (including tongue)—53 feet combined length	35	51.5
Garbage truck** Gross vehicle weight (GVW) 20,000 pounds with 25-foot 5-inch wheelbase	21	33.5

* *A Policy on Geometric Design of Highways and Streets* (AASHTO 2001) ** *Architectural Graphic Standards* (American Institute of Architects 2000).

Exterior Lighting

The only proposed lighting will be incorporated into the electrical pedestals. It is recommended that blue light be minimized by using lights that maintain a soft white, or warm white, color. Soft white is around 4,000 Kelvin and warm white is around 3,000 Kelvin.

Neighborhood Compatibility, Setbacks and Buffers, and Height Requirements

The required 6-foot privacy fence is already installed along the east property line. A 20-foot setback is required from the east property line, which is also maintained.

Storm Water Plan:

An engineered storm water plan has provided. While the concept is fine, the calculations were made based on grass camping areas, not landscape gravel. As gravel has a higher runoff coefficient than grass, the calculations need to be redone and the stormwater swale modified as necessary.

Also, to minimize the potential of erosion at the emergency discharge, a cobble outfall, device should be provided to help spread out any overflow before leaving the property. A cobble pad in the range of 10 to 15 feet wide and long should be sufficient.

Utility Services

The proposed sewer system will require WY DEQ approval and a plumbing permit. The applicant indicates that the WY DEQ application has already been submitted for review.

The extension of the City water main also requires WY DEQ approval. Engineering plans are yet to be developed.

The electric division indicates that the transformer location needs to be more central to the project to avoid having to upsize the lines serving the east side of the expansion. They recommend it be placed between Spaces 15 and 16.

An existing 4” irrigation service runs along the west side of the project to the neighbor to the south. The line has been identified on the plans, so that it can be protected.

Utility fees will be required for electrical service, sewer, water, and raw water according to the adopted schedule. Any private utilities will need to be coordinated with those providers.

Signage
No new signage is identified.

Hydrants
The extension of the City waterline will include at least one hydrant, which will be located near the KOA entrance. Once installed, the property owner should contact their insurance company to adjust their rates based on the new hydrant.

Garbage
No dumpsters are shown in the expansion area. If increased garbage service is anticipated, coordinate with the sanitation division to determine if more frequent pickups or more dumpsters are needed. All dumpster areas are required to be screened on three sides (p. 14 of Plan).

Usage in off-season
Per the PUD plan, "During periods of seasonal campground closures, if any, or closures for the purposes of campground maintenance or construction, the property may be used for employee housing, office functions, maintenance, and security purposes."

RECOMMENDATION:

It is recommended that the Planning and Zoning Board recommend approval of the project to the City Council, subject to the following conditions. The recommendation is contingent upon everything working out related to disconnecting from Northwest Rural Water, and connecting to City water, to the satisfaction of both the City and property owner. If that is not the case, the application may be revisited by the City Council.

1. The property owner is authorized to commence construction on any component of the project that has obtained all necessary construction permits (e.g. WY DEQ, plumbing permit), provided, any work completed before all agreements, permits, and authorizations related to the project are obtained, is entirely at the property owner's risk.
2. The entire property is to be served with City of Cody domestic water (includes existing campground, expansion area, manager's residence, and any future projects).
3. The cost of disconnecting the NWRWD services will be the responsibility of the property owner. Coordinate disconnection with NWRWD.
4. Coordinate timing of activating the new City water service, so that the City can provide the 60-day notice to terminate the existing NWRWD agreement.
5. Verify domestic water service line and meter size. Applicable utility fees will be collected before City water is activated.
6. Move the transformer to a more central location, as agreeable to the electric division. Update the electrical plan for electric division review prior to installation of electrical system.

7. Lighting other than the RV pedestals is authorized, provided it is full cutoff and modest in intensity. It is recommended that any exterior lighting not exceed 4,000 Kelvin in color.
8. The access drive at the north end of the westernmost row must be redesigned to provide a minimum 20-foot inside radius and a 34-foot outside radius.
9. Update the stormwater calculations to reflect the gravel surfacing and concrete patios. Modify the size of the stormwater swale accordingly, and provide a dissipation facility for the overflow to minimize erosion and avoid point discharging to the property below.
10. Upon completion of the storm water facilities, they must be inspected and certified by the applicant's engineer that they were completed according to approved plans.
11. Comply with the PUD plan for screening (p. 5-6 of PUD Plan) by either planting a vegetative barrier where fence is lacking along the north end, or extend the 6-foot privacy fence to the east property line.
12. The project must otherwise comply with the project description, site plan and applicable building, fire, and electrical codes.
13. (Public Works still needs to confirm the adequacy of the sewer lift station components. Verify no issues.)

ATTACHMENTS:

Site and utility plans.

February 23, 2021 at 12:00 p.m. (noon) or as soon thereafter as practical at 1240 Beck Avenue, in the Cody Club Room portion of the Cody Auditorium.

Response Letter from Owners of Neighboring Properties within 140 Feet of Subject Property:
(Responses may be submitted in any written format. The following form is provided for your convenience.)

Dear Planning and Zoning Board Members:
I am familiar with the Planned Unit Development proposal by Recreational Adventures described above.

☒ I have NO OBJECTION to the Planned Unit Development request.
Name: Sloan + Craig Allen
Address: 9 Bow Blvd Cody
Comments: Except I would like them to build a privacy fence on the north side of the addition.

****

☐ I OBJECT to the Planned Unit Development:
Name:
Address:
Reason for Objection:

If you would like to receive a copy of the Planning and Zoning Board agenda materials for this request, please provide your email address: E-mail address:

Dear Planning and Zoning Board Members:
I am familiar with the Planned Unit Development proposal by Recreational Adventures described above.

☒ I have NO OBJECTION to the Planned Unit Development request.
Name:
Address:
Comments:

****

☐ I OBJECT to the Planned Unit Development:
Name: DAVE & KAREN MILLER
Address: 5513 GREYBULL HIGHWAY, CODY, WYOMING, 82414
Reason for Objection: WHAT IS THE PROPOSED DETENTION POND? HOPEFULLY IT'S NOT ANOTHER SEWAGE LAGOON. WILL THIS AFFECT MY ACCESS TO MY IRRIGATION WATER? HOW WILL SEWAGE BE HANDLED?

If you would like to receive a copy of the Planning and Zoning Board agenda materials for this request, please provide your email address: E-mail address: dkmillrtime@yahoo.com

LOCATION MAP

SCALE: 1" = 100'

CODY KOA NORTHEAST EXPANSION

137 WY HWY. 120 CODY, WY

FEBRUARY, 2021

DRAWING INDEX

TITLE SHEET	T1
EXISTING SITE PLAN	C1.0
PROPOSED SITE PLAN	C2.0
EXPANSION SITE PLAN	C2.1
UTILITY PLAN	C2.2
SANITARY SEWER PLAN	C2.3
SITE DETAILS	D1.0
TOTAL	7

Professional Engineer (Civil) ROBERT A. OVERFIELD 3962 WYOMING Date 3-2-21

DATE	DRAWING LOG	BY	CHECKED	APPROVED
2/02/2021	P&Z APP EDITS	RAO	RAO	
1/26/2021	SITE PLAN DRAWINGS	IKSM	RAO	RAO

DRAWN BY: IKSM
DATE: 1/26/2021
JOB NO. 20126
FIELD BOOK NO. 588

ENGINEERING ASSOCIATES – CODY, WYOMING
CONSULTING ENGINEERS & SURVEYORS

OWNER: RECREATIONAL ADVENTURES

PROJECT: CODY KOA – NORTHEAST EXPANSION

TITLE: TITLE SHEET

T1

SHEET 1 OF 7

P:\2020\20126.00 – Cody KOA\acad\KOA SITE_C3D.dwg TITLE 3/2/21 IAN

LEGEND

- FOUND ALUMINUM CAP MONUMENT
- SUBJECT PROPERTY LINE
- EXISTING BURIED POWER
- OVERHEAD ELECTRICAL LINE (CITY)
- EXISTING TREATED WATER (NRWD)
- EXISTING IRRIGATION LINE
- EXISTING SANITARY SEWER
- RIGHT–OF–WAY (WYDOT)
- CITY OF CODY EASEMENT LINE
- IRRIGATION DITCH FLOWLINE
- EDGE OF ASPHALT SURFACE
- EDGE OF GRAVEL
- EXISTING FENCE
- MAJOR & MINOR CONTOUR LINES (3795 / 3794)
- EXISTING POWER POLE
- EXISTING GATE VALVE
- EXISTING MANHOLE
- EXISTING PEDESTAL; TRANSFORMER

0 30 60 120
SCALE (FT)

DATE	DRAWING LOG	BY	CHECKED	APPROVED
3/02/2021	P&Z APP REVISIONS	RAO	RAO	
2/02/2021	P&Z APP EDITS	RAO	RAO	RAO
1/26/2021	SITE PLAN DRAWINGS	IKSM	RAO	RAO

DRAWN BY: IKSM
DATE: 1/26/2021
JOB NO. 20126
FIELD BOOK NO. 588

ENGINEERING ASSOCIATES – CODY, WYOMING
CONSULTING ENGINEERS & SURVEYORS

OWNER:
RECREATIONAL ADVENTURES

PROJECT: CODY KOA – NORTHEAST EXPANSION

TITLE: EXISTING SITE PLAN

C1.0
SHEET 2 OF 7

P:\2020\20126.00 – Cody KOA\acad\KOA SITE_C3D.dwg EXISTING SITE 3/2/21 IAN

LEGEND

- FOUND ALUMINUM CAP MONUMENT
- SUBJECT PROPERTY LINE
- EXISTING BURIED POWER
- OVERHEAD ELECTRICAL LINE (RMP)
- EXISTING TREATED WATER (NRWD)
- EXISTING IRRIGATION LINE
- EXISTING SANITARY SEWER
- RIGHT–OF–WAY (WYDOT)
- CITY OF CODY EASEMENT LINE
- IRRIGATION DITCH FLOWLINE
- EDGE OF ASPHALT SURFACE
- EDGE OF GRAVEL
- EXISTING FENCE
- PROPOSED TREATED WATER
- PROPOSED SANITARY SEWER
- PROPOSED BURIED POWER (SITE)
- PROPOSED PRIVACY FENCE
- MAJOR & MINOR CONTOUR LINES
- EXISTING POWER POLE
- EXISTING GATE VALVE
- EXISTING MANHOLE
- EXISTING PEDESTAL; TRANSFORMER
- PROPOSED LANDSCAPE ROCK
- PROPOSED CONC UTIL CONNECTIONS
- PROPOSED GRAVEL

0 30 60 120
SCALE (FT)

DATE	DRAWING LOG	BY	CHECKED	APPROVED
2/02/2021	P&Z APP EDITS	RAO	RAO	
1/26/2021	SITE PLAN DRAWINGS	IKSM	RAO	RAO

DRAWN BY: IKSM
DATE: 1/26/2021
JOB NO. 20126
FIELD BOOK NO. 588

ENGINEERING ASSOCIATES – CODY, WYOMING
CONSULTING ENGINEERS & SURVEYORS

OWNER:
RECREATIONAL ADVENTURES

PROJECT: CODY KOA – NORTHEAST EXPANSION

TITLE: PROPOSED SITE PLAN

C2.0
SHEET 3 OF 7

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LEGEND

- FOUND ALUMINUM CAP MONUMENT
- SUBJECT PROPERTY LINE
- EXISTING BURIED POWER
- OVERHEAD ELECTRICAL LINE (RMP)
- EXISTING TREATED WATER (NRWD)
- EXISTING IRRIGATION LINE
- EXISTING SANITARY SEWER
- RIGHT–OF–WAY (WYDOT)
- CITY OF CODY EASEMENT LINE
- IRRIGATION DITCH FLOWLINE
- EDGE OF ASPHALT SURFACE
- EDGE OF GRAVEL
- EXISTING FENCE
- PROPOSED TREATED WATER
- PROPOSED SANITARY SEWER
- PROPOSED BURIED POWER (SITE)
- PROPOSED PRIVACY FENCE
- MAJOR & MINOR CONTOUR LINES (3795 / 3794)
- EXISTING POWER POLE
- EXISTING GATE VALVE
- EXISTING MANHOLE
- EXISTING PEDESTAL; TRANSFORMER
- PROPOSED LANDSCAPE ROCK
- PROPOSED CONC UTIL CONNECTIONS
- PROPOSED GRAVEL
- 5086.50 PROPOSED SPOT ELEVATION

0 15 30 60
SCALE (FT)

DATE	DRAWING LOG	BY	CHECKED	APPROVED
3/02/2021	P&Z APP REVISIONS	RAO	RAO	
2/02/2021	P&Z APP EDITS	RAO	RAO	RAO
1/26/2021	SITE PLAN DRAWINGS	IKSM	RAO	RAO

DRAWN BY: IKSM
DATE: 1/26/2021
JOB NO. 20126
FIELD BOOK NO. 588

ENGINEERING ASSOCIATES – CODY, WYOMING
CONSULTING ENGINEERS & SURVEYORS

OWNER:
RECREATIONAL ADVENTURES

PROJECT: CODY KOA – NORTHEAST EXPANSION

TITLE: EXPANSION SITE PLAN

C2.1
SHEET 4 OF 7

P:\2020\20126.00 – Cody KOA\acad\KOA SITE_C3D.dwg EXPAN. SITE 3/2/21 IAN

UTILITIES OVERVIEW

LEGEND

- FOUND ALUMINUM CAP MONUMENT
- SUBJECT PROPERTY LINE
- EXISTING BURIED POWER
- OVERHEAD ELECTRICAL LINE (RMP)
- EXISTING TREATED WATER (NRWD)
- EXISTING IRRIGATION LINE
- EXISTING SANITARY SEWER
- RIGHT-OF-WAY (WYDOT)
- CITY OF CODY EASEMENT LINE
- IRRIGATION DITCH FLOWLINE
- EDGE OF ASPHALT SURFACE
- EDGE OF GRAVEL
- EXISTING FENCE
- PROPOSED TREATED WATER
- PROPOSED SANITARY SEWER
- PROPOSED BURIED POWER (SITE)
- PROPOSED PRIVACY FENCE
- MAJOR & MINOR CONTOUR LINES (3795 / 3794)
- EXISTING POWER POLE
- EXISTING GATE VALVE
- EXISTING MANHOLE
- EXISTING PEDESTAL; TRANSFORMER
- PROPOSED LANDSCAPE ROCK
- PROPOSED CONC UTIL CONNECTIONS
- PROPOSED GRAVEL

NRWD WATER SUPPLY

NORTHEAST EXPANSION AREA

MOLLER SUB – LOT 10, EXC SOUTH 3.78 AC & LOT 11; ALL EXC PARCELS DEEDED TO WYO DEPT OF TRANSP

0 30 60 120
SCALE (FT)

MAIN BUILDING

PROPOSED 2" CITY TREATED WATER SERVICE

PROPOSED 8" SANITARY SEWER COLLECTOR FROM NORTHEAST EXPANSION AREA

PROPOSED 8" CITY TREATED WATER MAIN

PATIO · POOL · PLAY AREA · DOG RUN · HORSE SHOE PITS · CITY OF CODY WW PUMP STATION

GREYBULL HWY — HWY 14/16

NORTHEAST EXPANSION - DETAIL

NEW ELECTRICAL SERVICE:
600 amp $\frac{120}{240}$ V 1 phase service
23-50 amp RV sites
5 circuits

NEW SVC

ACCESSIBLE PATH – THRU SITE

0 30 60 120
SCALE (FT)

DATE	DRAWING LOG	BY	CHECKED	APPROVED
3/02/2021	P&Z APP REVISIONS	RAO	RAO	
2/02/2021	P&Z APP EDITS	RAO	RAO	RAO
1/26/2021	SITE PLAN DRAWINGS	IKSM	RAO	RAO

DRAWN BY: IKSM
DATE: 1/26/2021
JOB NO. 20126
FIELD BOOK NO. 588

ENGINEERING ASSOCIATES – CODY, WYOMING
CONSULTING ENGINEERS & SURVEYORS

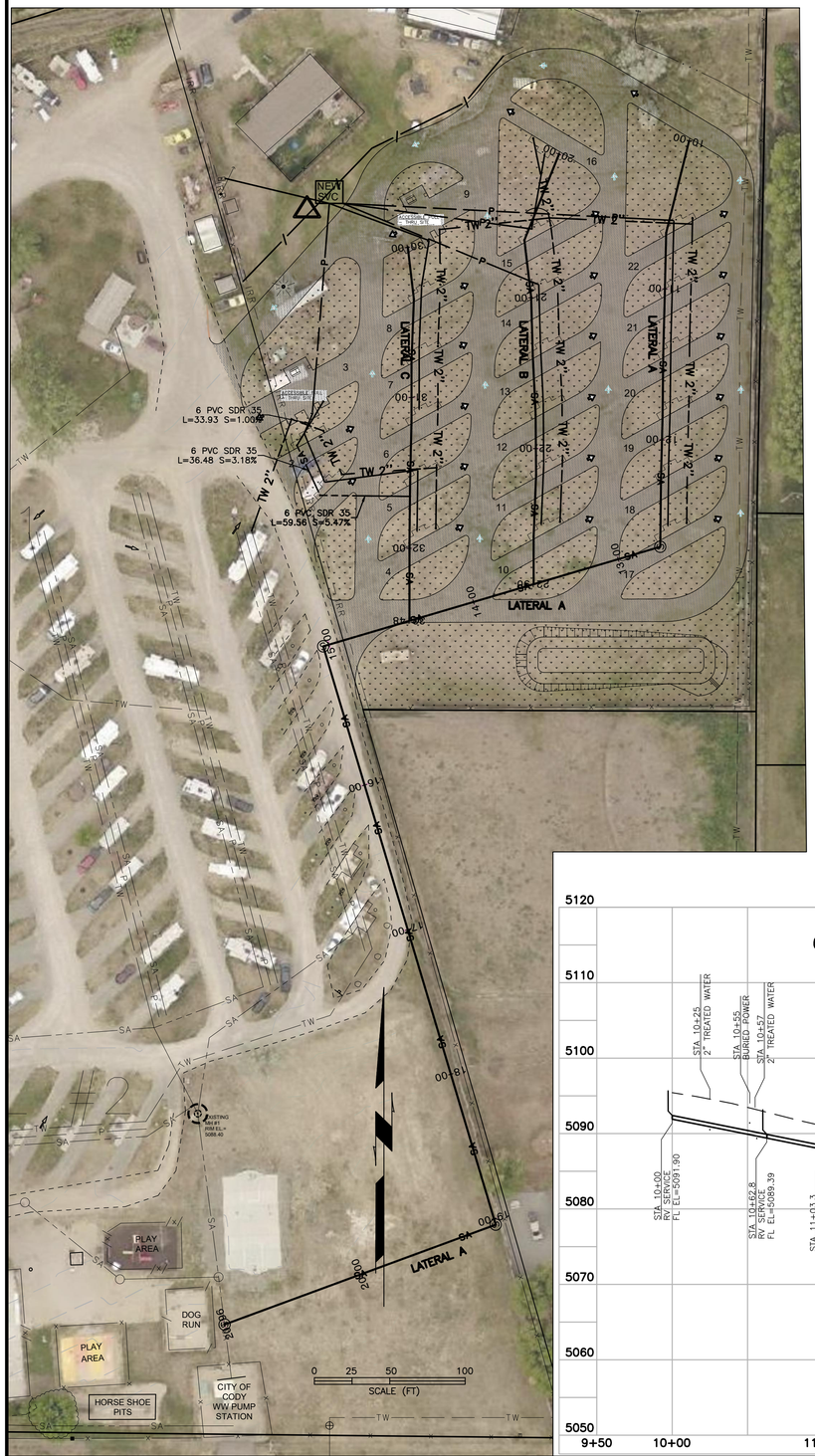
OWNER:
RECREATIONAL ADVENTURES

PROJECT: CODY KOA – NORTHEAST EXPANSION

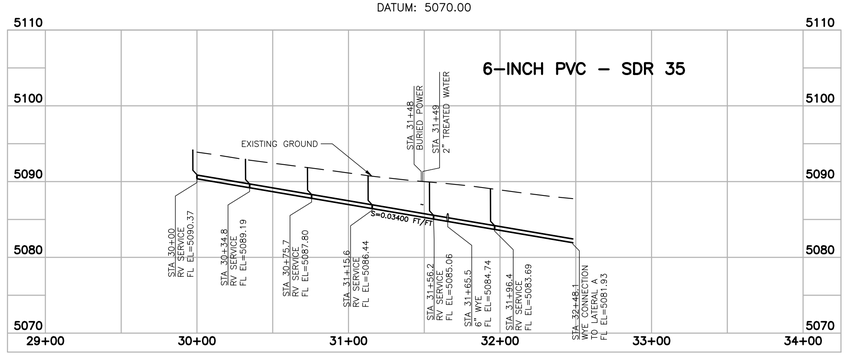
TITLE: UTILITY PLAN

C2.2
SHEET 5 OF 7

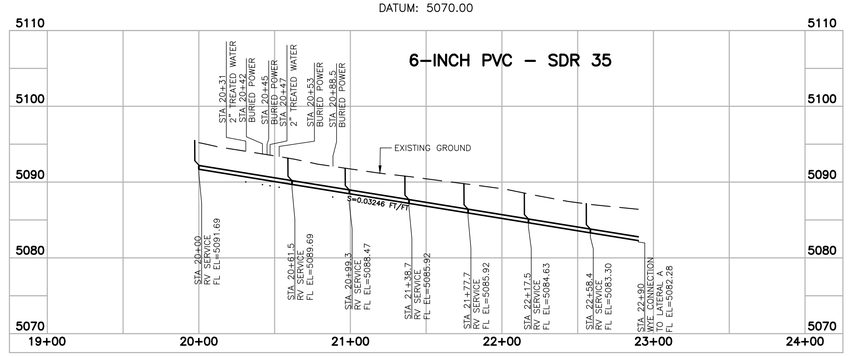
P:\2020\20126.00 – Cody KOA\pcad\KOA SITE_C3D.dwg SITE UTILITIES 3/2/21 IAN



PROFILE VIEW: SEWER LATERAL C
SCALE: 6
DATUM: 5070.00



PROFILE VIEW: SEWER LATERAL B
SCALE: 6
DATUM: 5070.00



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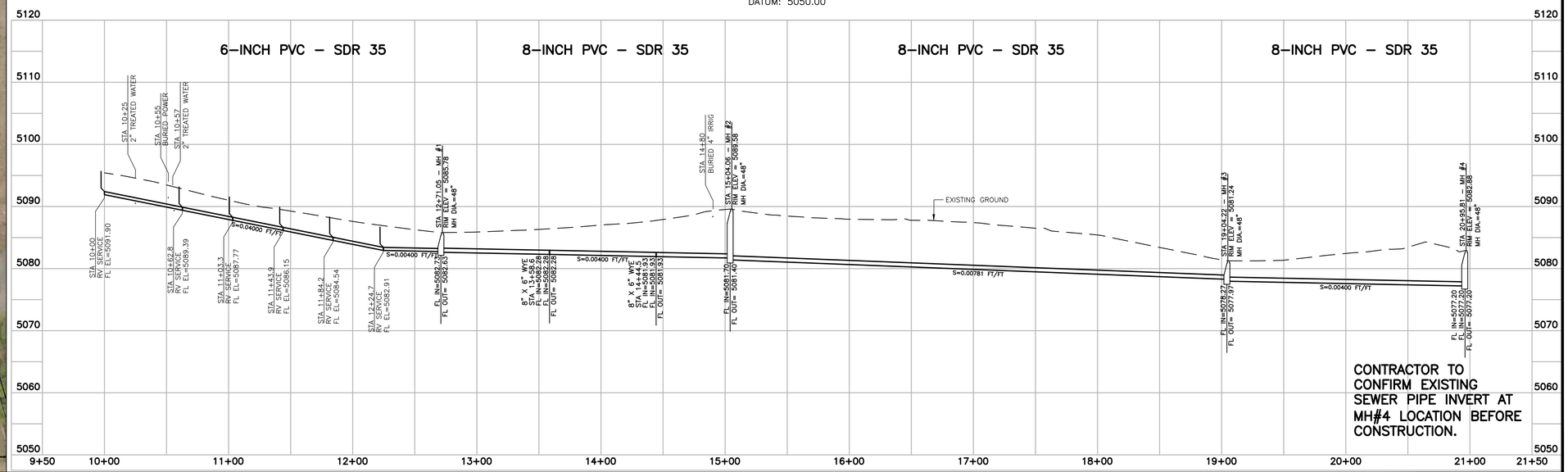


CONTRACTOR TO CONFIRM EXISTING SEWER PIPE INVERT AT MH#4 LOCATION BEFORE CONSTRUCTION.

LEGEND

- FOUND ALUMINUM CAP MONUMENT
- SUBJECT PROPERTY LINE
- EXISTING BURIED POWER
- OVERHEAD ELECTRICAL LINE (RMP)
- EXISTING TREATED WATER (NRWD)
- EXISTING IRRIGATION LINE
- EXISTING SANITARY SEWER
- RIGHT-OF-WAY (WYDOT)
- CITY OF CODY EASEMENT LINE
- IRRIGATION DITCH FLOWLINE
- EDGE OF ASPHALT SURFACE
- EDGE OF GRAVEL
- EXISTING FENCE
- PROPOSED TREATED WATER
- PROPOSED SANITARY SEWER
- PROPOSED BURIED POWER (SITE)
- PROPOSED PRIVACY FENCE
- MAJOR & MINOR CONTOUR LINES
- EXISTING POWER POLE
- EXISTING GATE VALVE
- EXISTING MANHOLE
- EXISTING PEDESTAL; TRANSFORMER
- PROPOSED LANDSCAPE ROCK
- PROPOSED CONC UTIL CONNECTIONS
- PROPOSED GRAVEL

DATE	DRAWING LOG	BY	CHECKED	APPROVED
3/02/2021	P&Z APP EDITS	RAO	RAO	
2/02/2021	P&Z APP EDITS	RAO	RAO	RAO
1/26/2021	SITE PLAN DRAWINGS	IKSM	RAO	RAO

DRAWN BY: IKSM
DATE: 1/26/2021
JOB NO. 20126
FIELD BOOK NO. 588

ENGINEERING ASSOCIATES - CODY, WYOMING
CONSULTING ENGINEERS & SURVEYORS

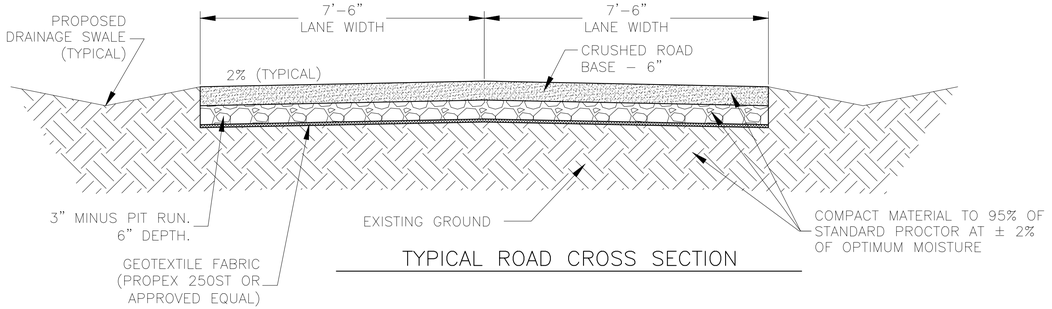
OWNER:
RECREATIONAL ADVENTURES

PROJECT: CODY KOA - NORTHEAST EXPANSION

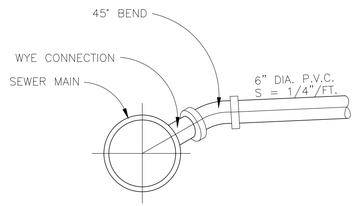
TITLE: PROPOSED SITE PLAN

C2.3
SHEET 6 OF 7

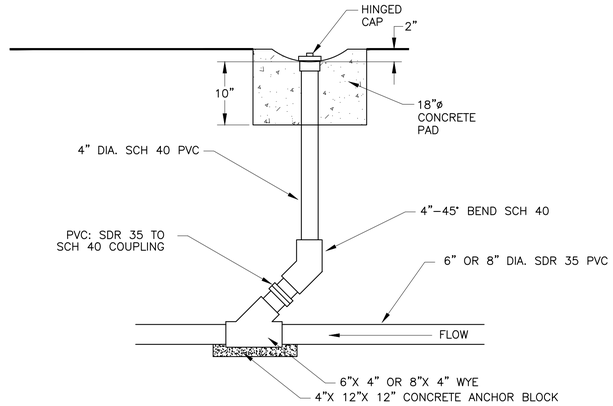
P:\2020\20126.00 - Cody KOA\acad\KOA SITE_C3D.dwg SANITARY SEWER 3/2/21 IAN



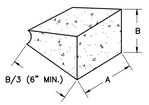
TYPICAL ROAD CROSS SECTION



SEWER LATERAL DETAIL

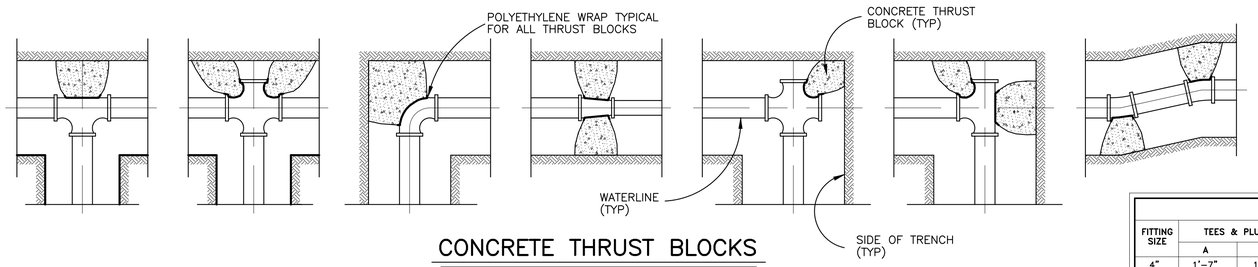


RV SPACE SEWER SERVICE DETAIL



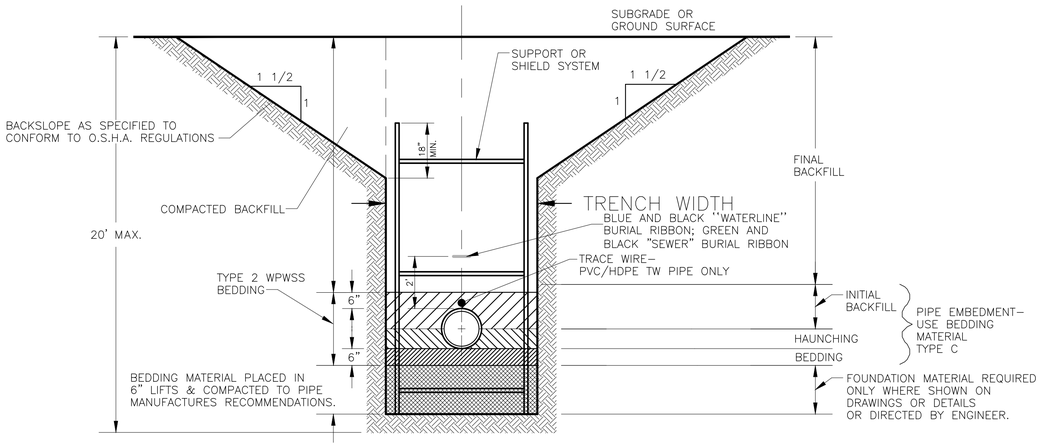
NOTES:

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



CONCRETE THRUST BLOCKS

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

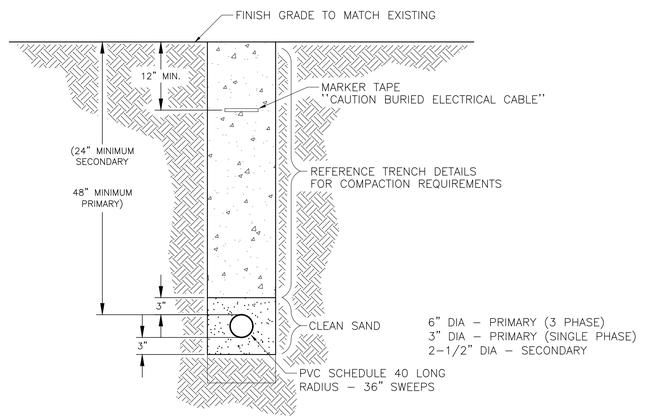


TYPICAL SEWER TRENCH DETAIL

NOT TO SCALE

IF SUPPORT OR SHIELD SYSTEM IS NOT USED, MAXIMUM ALLOWABLE SLOPE FOR ALL TRENCHES LESS THAN 20 FT. DEEP WILL BE 1.5H : 1V. COMPLY W/ ALL APPLICABLE SAFETY REQUIREMENTS

NOTE: TYPE C BEDDING; WELL GRADED MATERIAL WITH MAXIMUM SIZE OF 1-INCH. 0-10% PASSING NO. 4 SIEVE. AT LEAST 50% OF AGGREGATE SHALL HAVE MINIMUM ONE FRACTURED FACE.

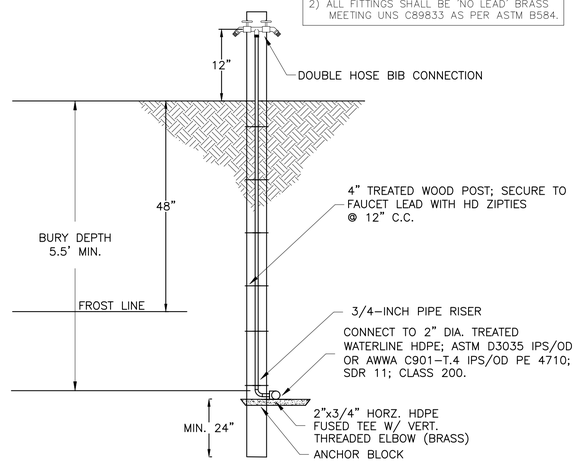


TYPICAL ELECTRICAL TRENCH SECTION (CITY)

NOT TO SCALE

(ELECTRICAL MAY BE PLACED IN JOINT TRENCH WITH TREATED WATER)

NOTES:
1) HOSE BIB SHALL ACCOMMODATE STANDARD 3/4" GARDEN HOSE.
2) ALL FITTINGS SHALL BE 'NO LEAD' BRASS MEETING UNS C89833 AS PER ASTM B584.



RV SPACE WATER SERVICE DETAIL

DATE	DRAWING LOG	BY	CHECKED	APPROVED
2/02/2021	P&Z APP EDITS	RAO	RAO	
1/26/2021	SITE PLAN DRAWINGS	IKSM	RAO	RAO

DRAWN BY: IKSM
DATE: 1/26/2021
JOB NO. 20126
FIELD BOOK NO. 588

ENGINEERING ASSOCIATES - CODY, WYOMING
CONSULTING ENGINEERS & SURVEYORS

OWNER: RECREATIONAL ADVENTURES

PROJECT: CODY KOA - NORTHEAST EXPANSION

TITLE: DETAILS

D1.0

SHEET 7 OF 7

P:\2020\20126.00 - Cody KOA\acad\KOA SITE_C3D.dwg DETAILS 3/2/21 IAN

MEETING DATE: MARCH 16, 2021
DEPARTMENT: PUBLIC WORKS - WATER
PREPARED BY: PHILLIP M. BOWMAN, P.E.
PRESENTED BY: PHILLIP M. BOWMAN, P.E.

AGENDA ITEM SUMMARY REPORT

Approve Change Order #4 for the
Beacon Hill Water Tank and Water Main Extension Project

ACTION TO BE TAKEN

Approve Change Order #4 for the Beacon Hill Water Tank and Water Main Extension Project, and authorize the Mayor to sign and execute all associated documents.

SUMMARY OF INFORMATION

The Beacon Hill Water Tank and Water Main Extension Project (the "Project) was awarded to Harris Trucking and Construction Company (HTC) on April 21, 2020, and a Notice to Proceed was issued to HTC on May 26, 2020, to start construction on the Project. On July 14, 2020, Change Order #1 and Change Order #2 were approved, and on September 15, 2020 Change Order #3 was approved. The approval of these Change Orders adjusted the project schedule to have a final completion date of September 6, 2021, and adjusted the overall contract amount to $3,191,365.33.

The winter shut down of the project is now complete, and HTC is starting work on the project again. During the winter shut down, a number of project improvements and modifications were evaluated by the City, T-O Engineers, and HTC. Change Order #4 identifies these project modifications that add value and benefit to the project, and the components of this change order are as summarized as follows:

- Change Order Proposal #2 (PCO #02) – the work associated with this item includes an additional gate valve and flushing hydrant near the pumphouse on East Sheridan Ave. PCO #02 also includes work associated with disinfection of the waterline, and connection of the project components to the Shoshone Municipal Pipeline transmission main. These items will provide operational benefits with more valving and water main isolation options in the future.
- Change Order Proposal #3 (PCO #03) – the work associated with this item adds concrete support pads for pumphouse equipment that was shown to be mounted on the floor in the original plans. This modification will provide operational benefits through ease of access to the equipment in the future.
- Change Order Proposal #4 (PCO #04) – the work associated with this item includes an additional gate valve, tee fitting, and flushing hydrant on the waterline installed along Beacon Hill Road. These items will provide the fittings necessary to extend the main to the north along Beacon Hill Road in the future, and operational benefits with more valving and water main isolation options.

In total, Change Order #4 will increase the contract amount by $29,031.46 to a new contract amount of $3,220,396.79 and no change to final completion date.

City Council approval of Change Order #4 will be subject to final approval of all associated documents by the City Attorney prior to execution by the Mayor.

AGENDA ITEM NO. _____

FISCAL IMPACT

Change Order #4 increases the overall cost of the project to $3,220,396.79. This overall cost is $109,016.14 (approximately 3.5%) higher than the original contract amount, and the project will be fully funded by a future budget amendment in the Water Enterprise Fund as needed. The Water Enterprise Fund does have adequate reserves to cover the cost of Change Order #4.

In addition, City Staff is continuing to work with Wyoming Water Development Commission (WWDC) staff to determine if some or all of the additional project costs associated with Change Orders #1 through #4 are eligible for grant funding. At this time, the use of the remaining grant funds in the original project appropriation has not been approved by WWDC. The "worst case scenario" for the project is that all change order funding will be provided by the Water Enterprise Fund.

ATTACHMENTS

1. Change Order #4 and support documentation.

AGENDA & SUMMARY REPORT TO

None

AGENDA ITEM NO. _____

Change Order

No. 4

Date of Issuance: March11th, 2021 Effective Date: Upon Final Acceptance Signature

Project: BEACON HILL WATER TANK & WATER MAIN EXTENSION PROJECT	Owner: City of Cody, Wyoming	Owner's Contract No.: 2020-01
Contract: Beacon Hill Water Tank & Water Main Extension Project		Date of Contract: May 4, 2020
Contractor: Harris Trucking & Construction, Inc.		Engineer's Project No.: 171133

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

This change order includes additional work of installing an additional valve, flushing hydrant, and performing the necessary steps to complete the tie-in to the SMP tap to the satisfaction of SMP and City of Cody. The contractor agrees to the complete the tie-in process to the exact detail or intent as defined in the SMP Tie-In Plan Exhibit and Procedure which is included as Attachment B of this Change Order. Contractor has provided a summary of cost to complete the tie-in as detailed in Attachment A of this Change Order. This Change Order also includes the additional work to install concrete equipment pads for the two pumps in the pump station. The summary of the cost to complete the work for the equipment pad is included in Attachment C of this Change Order. A detail on how the equipment pads are to be constructed is included in Attachment D of this Change Order. This Change Order also includes additional work to modify the section of water line along Beacon Hill to include a tee for future connections and provide a flushing hydrant as show in the plan exhibit in Attachment F of this Change Order. The summary of costs for the modifications to the section of waterline along Beacon Hill is included in Attachment E of this Change Order.

Attachments (list documents supporting change):

Attachment A is the summary of costs for the additional work for the SMP tap tie-in.
Attachment B is the SMP Tie-In Plan Exhibit and Procedure.
Attachment C is the summary of costs for the equipment pad for both pumps in the pump station building.
Attachment D is the detail of the for the proposed equipment pad.
Attachment E is the summary of costs for the modifications to the Beacon Hill water line section.
Attachment F is plan exhibit for the modifications to the Beacon Hill water line section.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

$3,111,380.65

Increase from previously approved Change Orders No. 1 to No. 3:

$79,984.68

Contract Price prior to this Change Order:

$3,191,365.33

Increase of this Change Order:

$29,031.46

Contract Price incorporating this Change Order:

$3,220,396.79

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): 10/16/2020 BS #1

Ready for final payment (days or date): 11/6/2020 BS #1

Change from previously approved Change Orders No. 2

Substantial completion (days): N/A See Dates

Ready for final payment (days): N/A See Dates

Contract Times prior to this Change Order:

Substantial completion (date): 8/23/2021 BS #1

Ready for final payment (date): 9/6/2021 BS #1

Change of this Change Order:

Substantial completion (days) :N/A See Dates

Ready for final payment (days): N/A See Dates

Contract Times with all approved Change Orders:

Substantial completion (date): Not Changed

Ready for final payment (date): Not Changed

RECOMMENDED:

By: Quentin Johler Quentin Johler

Engineer (Authorized Signature)

Date: 3/11/2021

ACCEPTED:

By: _____

Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Contractor (Authorized Signature)

Date: 3/11/21

Approved by Funding Agency (if applicable):

_____ Date: _____

Attachment A

Summary of Costs for SMP Tie-In

Change Order Proposal

PCO #02

Project Title: **Beacon Hill Water Tank & Watermain Extension Project**

Contract No.: _____ Project No.: _____

Reference: **Install 12" Gate Valve, Flushing Hydrant, etc at SMP location**

1	Material (**Include tax. Provide separate breakdown with quantity and unit prices.**)					$9,969.00
2	Labor	_____ Man Hours	$42.00 per Hour	XXXXX Craft		$3,973.00
		0 Man Hours	$65.00 per Hour	_____ Craft		$0.00
		_____ Man Hours	_____ per Hour	_____ Craft		$0.00
3	Other Costs (Identify)					$2,582.00
4	Total of Items 1,2					$16,524.00
5	Overhead (% of Item 4)		10.00%			$1,652.40
6	Total of Items 4,5					$18,176.40
7	Profit (% of Item 6)		5.00%			$908.82
8	Total of Items 6,7					$19,085.22
*9	Labor Burden (% of Item 2)		0.00%			$0.00
10	Total of Items 8,9					$19,085.22
11	Subcontract Cost					$0.00
**12	Prime Contractor Fee (% of item 11)		5.00%			$0.00
13	Total of Items 11,12					$0.00
14	Subtotal (Total of Items 3,10,13)					$19,085.22
15	Bond (% of Item 14)		1.50%			$286.28
16	Total Change Order (Total of Items 14,15)					**$19,371.50**

* Cost of Federal Old Age benefits (Social Security) tax and workman's compensation and public liability insurance pertaining to charges are allowable. While no percentage will be allowed thereon for overhead or profit, prime contractor's fee will be allowed on each items in sub-contractor's proposal.

** If work proposed by this change is performed by prime contractor forces fee is not allowed; only overhead and profit.

Allowances for overhead and profit will not exceed 10% each. The contractor must obtain and furnish with the proposal an itemized breakdown signed by each subcontractor participating in the change if it exceeds one thousand dollars.

By Sterling Christler — 2/26/2021

Contractor Name — Date

Harris Trucking & Construction Co.

Company Name

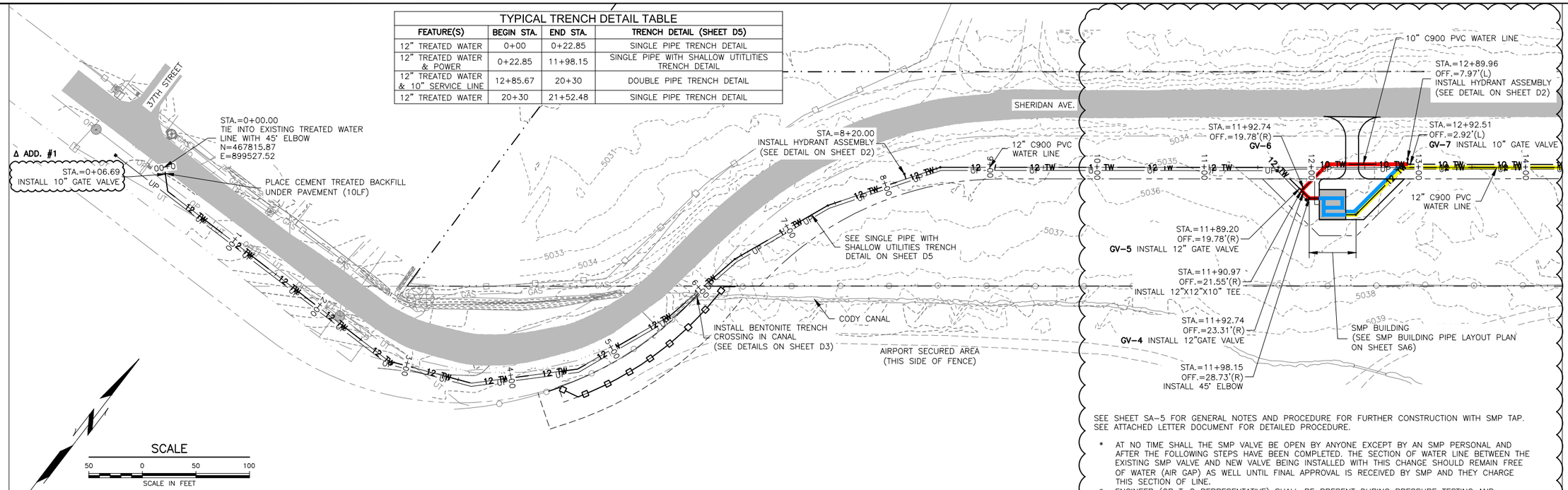
Change Order Proposal Breakdown (If $1,000 Or More)

Item No.	Item Description	Qty	Unit	Labor Class/ Craft	Labor Hours Per Unit	Labor Hours Total	Labor Rate	Labor Total	Material Unit Price	Material Total	Lower Tier Sub Total	Equip/ Other Total	Item Total (Bare Cost)
1	Mobilize	1.00	LS									$1,236.00	$1,236.00
2	Flushing Hydrant and 12" Gate	1.00	LS									$7,922.00	$7,922.00
3	Valve, etc												
4	Flush and Test Line	1.00	LS									3,429.00	$3,429.00
5	Water Tie at SMP Building	1.00	LS									3,937.00	$3,937.00
6													
7													
	TOTALS:											$16,524.00	$16,524.00
	Labor	3,973.00											
	Equipment	2,582.00											
	Materials	9,585.00											
	Sales Tax	384.00											
	Total	16,524.00											

Attachment B

SMP Tie-In Plan Exhibit and Procedure

TYPICAL TRENCH DETAIL TABLE			
FEATURE(S)	BEGIN STA.	END STA.	TRENCH DETAIL (SHEET D5)
12" TREATED WATER	0+00	0+22.85	SINGLE PIPE TRENCH DETAIL
12" TREATED WATER & POWER	0+22.85	11+98.15	SINGLE PIPE WITH SHALLOW UTITLITIES TRENCH DETAIL
12" TREATED WATER & 10" SERVICE LINE	12+85.67	20+30	DOUBLE PIPE TRENCH DETAIL
12" TREATED WATER	20+30	21+52.48	SINGLE PIPE TRENCH DETAIL



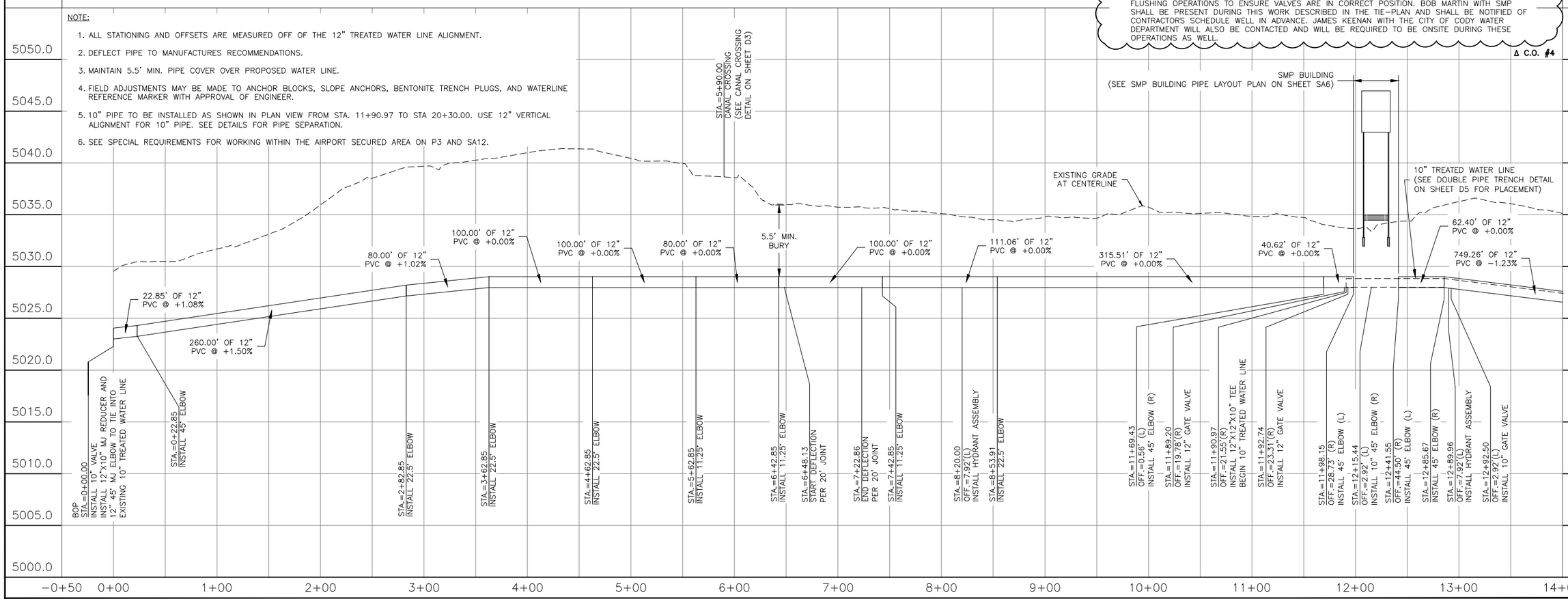
SEE SHEET SA-5 FOR GENERAL NOTES AND PROCEDURE FOR FURTHER CONSTRUCTION WITH SMP TAP.
SEE ATTACHED LETTER DOCUMENT FOR DETAILED PROCEDURE.

* AT NO TIME SHALL THE SMP VALVE BE OPEN BY ANYONE EXCEPT BY AN SMP PERSONAL AND AFTER THE FOLLOWING STEPS HAVE BEEN COMPLETED. THE SECTION OF WATER LINE BETWEEN THE EXISTING SMP VALVE AND NEW VALVE BEING INSTALLED WITH THIS CHANGE SHOULD REMAIN FREE OF WATER (AIR GAP) AS WELL UNTIL FINAL APPROVAL IS RECEIVED BY SMP AND THEY CHARGE THIS SECTION OF LINE.
* ENGINEER (OR T-O REPRESENTATIVE) SHALL BE PRESENT DURING PRESSURE TESTING AND FLUSHING OPERATIONS TO ENSURE VALVES ARE IN CORRECT POSITION. BOB MARTIN WITH SMP SHALL BE PRESENT DURING THIS WORK DESCRIBED IN THE TIE-PLAN AND SHALL BE NOTIFIED OF CONTRACTORS SCHEDULE WELL IN ADVANCE. JAMES KEENAN WITH THE CITY OF CODY WATER DEPARTMENT WILL ALSO BE CONTACTED AND WILL BE REQUIRED TO BE ONSITE DURING THESE OPERATIONS AS WELL.

Δ C.O. #4

NOTE:

1. ALL STATIONING AND OFFSETS ARE MEASURED OFF OF THE 12" TREATED WATER LINE ALIGNMENT.
2. DEFLECT PIPE TO MANUFACTURES RECOMMENDATIONS.
3. MAINTAIN 5.5' MIN. PIPE COVER OVER PROPOSED WATER LINE.
4. FIELD ADJUSTMENTS MAY BE MADE TO ANCHOR BLOCKS, SLOPE ANCHORS, BENTONITE TRENCH PLUGS, AND WATERLINE REFERENCE MARKER WITH APPROVAL OF ENGINEER.
5. 10" PIPE TO BE INSTALLED AS SHOWN IN PLAN VIEW FROM STA. 11+90.97 TO STA 20+30.00. USE 12" VERTICAL ALIGNMENT FOR 10" PIPE. SEE DETAILS FOR PIPE SEPARATION.
6. SEE SPECIAL REQUIREMENTS FOR WORKING WITHIN THE AIRPORT SECURED AREA ON P3 AND SA12.



NO.	DESCRIPTION/REVISIONS	DATE	BY:
2	CHANGE ORDER #4	12/9/2020	TJI
1	ADDENDUM #1	3/19/2020	KES

DRAWN BY: TJI APPR BY: JLG
CH'CD BY: CWJ PROJ NO.: 171133

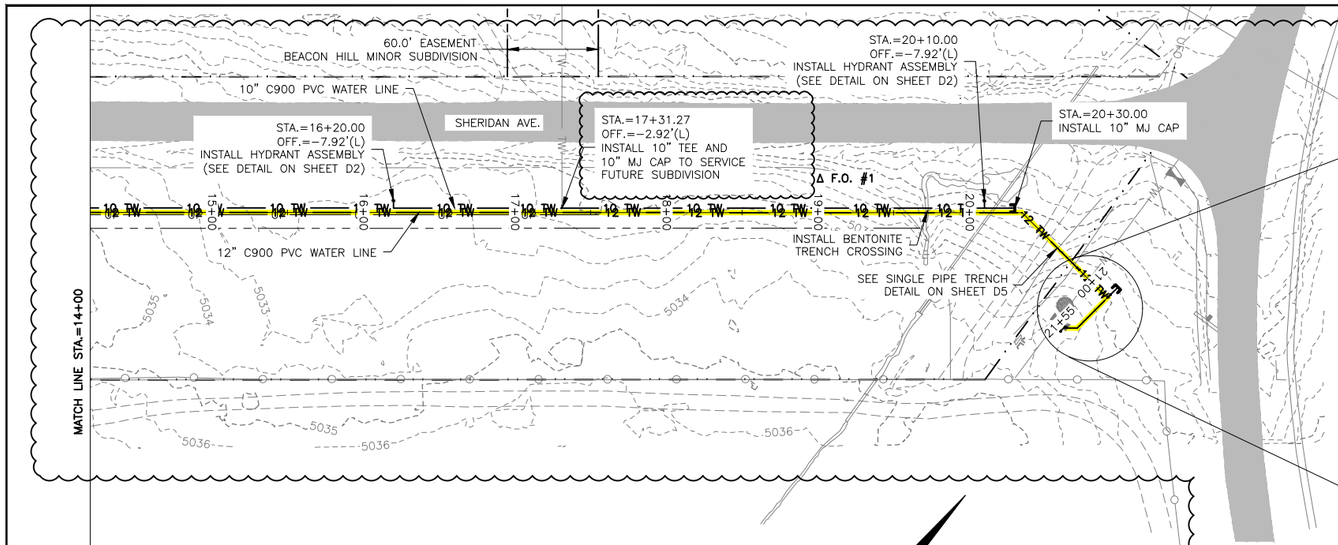
T-O ENGINEERS

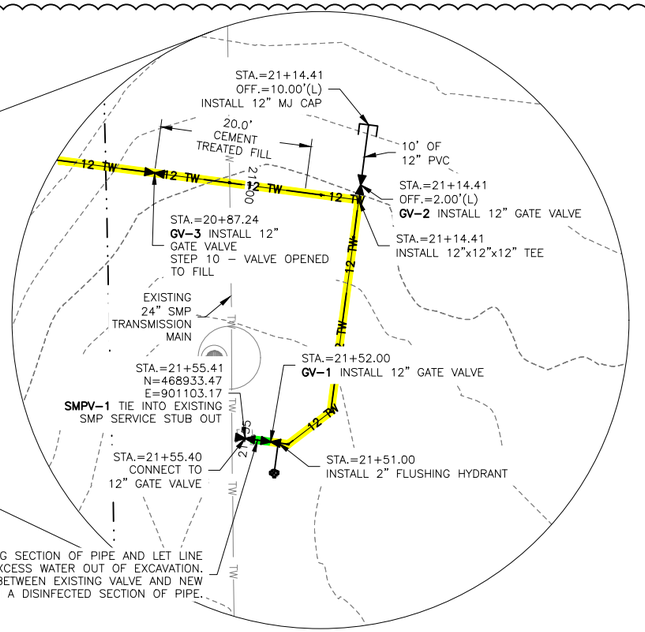
PARK COUNTY
CODY, WYOMING

SHERIDAN AVE. PLAN AND PROFILE SHEET 1
BEACON HILL WATER TANK & WATER MAIN EXTENSION PROJECT

SHEET NUMBER
SA
4

W:\Municipal Projects\171133 - City of Cody Beacon Hill Water Tank\CAD\Drawings\Change Orders\Change Order 4\4 SHERIDAN AVE. PLAN AND PROFILE SHEET 1.dwg, 12/9/2020 11:35:26 AM, TIreland





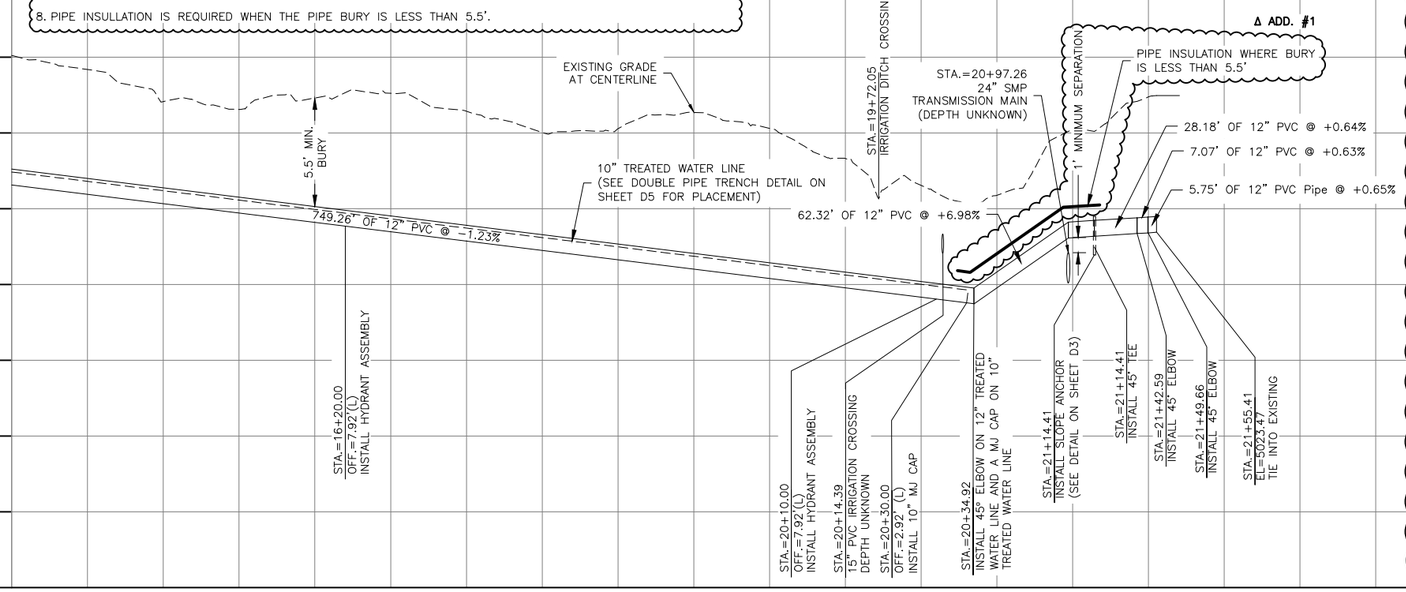
TYPICAL TRENCH DETAIL TABLE

FEATURE(S)	BEGIN STA.	END STA.	TRENCH DETAIL (SHEET D5)
12" TREATED WATER	0+00	0+22.85	SINGLE PIPE TRENCH DETAIL
12" TREATED WATER & POWER	0+22.85	11+98.15	SINGLE PIPE WITH SHALLOW UTITLITIES TRENCH DETAIL
12" TREATED WATER & 10" SERVICE LINE	12+85.67	20+30	DOUBLE PIPE WITH SHALLOW UTILITIES TRENCH DETAIL #2 Δ F.O. #2
12" TREATED WATER	20+30	21+52.48	SINGLE PIPE TRENCH DETAIL

SCALE
50 0 50 100
SCALE IN FEET

NOTE:

1. ALL STATIONING AND OFFSETS ARE MEASURED OFF OF THE 12" TREATED WATER LINE ALIGNMENT.
2. DEFLECT PIPE TO MANUFACTURES RECOMMENDATIONS.
3. MAINTAIN 5.5' MIN. PIPE COVER OVER PROPOSED WATER LINE.
4. FIELD ADJUSTMENTS MAY BE MADE TO ANCHOR BLOCKS, SLOPE ANCHORS, BENTONITE TRENCH PLUGS, AND WATERLINE REFERENCE MARKER WITH APPROVAL OF ENGINEER.
5. 10" PIPE TO BE INSTALLED AS SHOWN IN PLAN VIEW FROM STA. 11+90.97 TO STA .20+30.00. USE 12" VERTICAL ALIGNMENT FOR 10" PIPE. SEE DETAILS FOR PIPE SEPARATION.
6. SEE SPECIAL REQUIREMENTS FOR WORKING WITHIN THE AIRPORT SECURED AREA ON P3 AND SA12.
7. THE MINIMUM SEPARATION BETWEEN THE SMP TRANSMISSION LINE AND THE 12" WATER MAIN SHALL BE 1'. CEMENT TREATED FILL REQUIRED BETWEEN PIPES. Δ ADD. #1
8. PIPE INSULLATION IS REQUIRED WHEN THE PIPE BURY IS LESS THAN 5.5'.



NOTES AND GENERAL PROCEDURE FOR FURTHER CONSTRUCTION WITH SMP TAP.
SEE ATTACHED LETTER DOCUMENT FOR DETAILED PROCEDURE.

* AT NO TIME SHALL THE SMP VALVE BE OPEN BY ANYONE EXCEPT BY AN SMP PERSONAL AND AFTER THE FOLLOWING STEPS HAVE BEEN COMPLETED. THE SECTION OF WATER LINE BETWEEN THE EXISTING SMP VALVE AND NEW VALVE BEING INSTALLED WITH THIS CHANGE SHOULD REMAIN FREE OF WATER (AIR GAP) AS WELL UNTIL FINAL APPROVAL IS RECEIVED BY SMP AND THEY CHARGE THIS SECTION OF LINE.
* ENGINEER (OR T-O REPRESENTATIVE) SHALL BE PRESENT DURING PRESSURE TESTING AND FLUSHING OPERATIONS TO ENSURE VALVES ARE IN CORRECT POSITION. BOB MARTIN WITH SMP SHALL BE PRESENT DURING THIS WORK DESCRIBED IN THE TIE-PLAN AND SHALL BE NOTIFIED OF CONTRACTORS SCHEDULE WELL IN ADVANCE. JAMES KEENAN WITH THE CITY OF CODY WATER DEPARTMENT WILL ALSO BE CONTACTED AND WILL BE REQUIRED TO BE ONSITE DURING THESE OPERATIONS AS WELL.
* SEE ADDITIONAL DETAIL SHEET FOR DETAIL ON FLUSHING HYDRANT.

1. CAREFULLY EXCAVATE AND EXPOSE PIPE TO BE REMOVED AS INDICATED ABOVE. SMP MUST BE CONTACTED IN ADVANCE BEFORE EXCAVATION AND MUST BE PRESENT DURING EXCAVATION AND INSTALLATION.
2. ONCE EXPOSED, CAREFULLY REMOVE THE SECTION OF PIPE AND LET THE WATER DRAIN OUT. PUMP DRAINED WATER OUT OF THE EXCAVATION.
3. INSTALL THE PROPOSED 12" GATE VALVE AND FLUSHING HYDRANT AS INDICATED ON THE ADJUSTED PLANS ABOVE. AT THIS TIME CONTRACTOR WILL INSTALL THE DISINFECTED SECTION OF PIPE BETWEEN THE TWO VALVES USING THE MINIMUM AMOUNT OF FITTINGS AND SLEEVES AS POSSIBLE MAKING SURE ALL COMPONENTS OF THAT SECTION OF LINE ARE SWABBED AND DISINFECTED TO MEET THE NECESSARY DEQ REQUIREMENTS (SECTION OF LINE HIGHLIGHTED IN GREEN IN PLAN VIEW ABOVE.).
4. WHEN WORK IN STEP 3 IS COMPLETED, REFILL THE 12" TO THE NEWLY INSTALLED VALVE FROM SMP BUILDING (USING ANOTHER CLEAN/POTABLE WATER SOURCE OTHER THAN THE SMP LINE)
5. NEXT, THE LINE WILL NEED TO BE DISINFECTED USING THE CONTINUOUS FEED METHOD OR THE SLUG METHOD PER DEQ REQUIREMENTS AND WYOMING PUBLIC WORKS STANDARD SPECIFICATION (SECTION OF THE LINE HIGHLIGHTED IN YELLOW IN PLAN VIEW ABOVE). Once completed, this section of line can be pressure tested to 150 psi.
6. ONCE COMPLETED, FLUSH THE EXISTING 12" LINE OUT FROM THE 12" RISER IN THE SMP BUILDING TO THE NEWLY INSTALLED FLUSHING HYDRANT UNTIL CHLORINE OR DISINFECTION LEVELS ARE IN COMPLIANCE WITH THE DEQ REQUIREMENTS.
7. ONCE FLUSHED ENOUGH TO MEET THE NECESSARY CHLORINE LEVELS IDENTIFIED BY DEQ, COLLECT A BAC-T TEST.
8. ONCE STEP 6 IS COMPLETED WITH PASSING RESULTS, THE INTERNAL PIPING AND FITTINGS IN THE VAULT CAN BE COMPLETED. THE INTERNAL FITTINGS AND PIPE IN THE SMP BUILDING WILL THEN HAVE TO BE DISINFECTED BY SWABBING DURING INSTALLATION OR WILL HAVE TO BE DISINFECTED AFTER.
9. DURING STEP 7 OR IN THIS STEP, THE SCADA FOR THE PUMP STATION WILL NEED TO BE SET UP AND BE ABLE TO COMMUNICATE FLOW AND ALL OTHER NECESSARY SIGNALS/MEASUREMENTS SUCCESSFULLY TO THE CITY OF CODY SCADA SYSTEM AND SMP SCADA SYSTEM.
10. NEXT, SMP WILL NEED TO BE CONTACTED IN ORDER TO OPEN THE TAPVALVE FROM SMP LINE TO CHARGE LINE. THE VALVES SHOULD BE IN INDICATED POSITION AS NOTES ABOVE (REFER TO ALL SHEETS). CERTAIN VALVES WILL BE CLOSED OFF ONCE THE LINE HAS WATER. THE SECTION OF LINE AND INTERNAL PIPING (HIGHLIGHTED IN BLUE) WILL THEN BE disinfected if not disinfected in step 7.
11. CONTRACTOR WILL THEN pressure test this section of line to 150 psi.
12. NEXT CONTRACTOR WILL HAVE TO OPEN UP LINE TO FLUSH WATER FROM SMP BUILDING TO OUT OF HYDRANT ALONG SHERIDAN AVE (HIGHLIGHTED IN RED). THE VALVES WILL HAVE TO BE POSITIONED AS INDICATED ABOVE AND ANYWHERE ELSE TO ENSURE THE FLUSHED WATER DOES NOT ENTER INTO THE EXISTING SYSTEM. WATER DURING THE FLUSHING WILL BE TRACKED BY THE FLOW METER. LINE IS TO BE FLUSHED UNTIL CHLORINE OR DISINFECTED LEVELS ARE IN COMPLIANCE WITH THE DEQ REQUIREMENTS. ONCE COMPLETED CLOSE THE VALVE FROM THE SMP TAP AND COLLECT A BAC-T TEST OUT OF HYDRANT LOCATION. IF PASSING RESULTS ARE RECEIVED THE SYSTEM CAN BE OPENED UP TO NETWORK

Δ C.O. #4

NO.	DESCRIPTION	DATE	BY:
5	CHANGE ORDER #4	12/9/2020	TJI
4	FIELD ORDER #3	10/26/2020	TJI
3	FIELD ORDER #2	07/27/2020	KES
2	FIELD ORDER #1	7/7/2020	TJI
1	ADDENDUM #1	3/19/2020	KES

REVISIONS

DRAWN BY: TJI APPR. BY: JLG
CHK'D BY: OJJ PROJ NO.: 171133

T-O ENGINEERS

PARK COUNTY
CODY, WYOMING

SHERIDAN AVE. PLAN AND PROFILE SHEET 2
BEACON HILL WATER TANK & WATER MAIN EXTENSION PROJECT

SHEET NUMBER
SA
5

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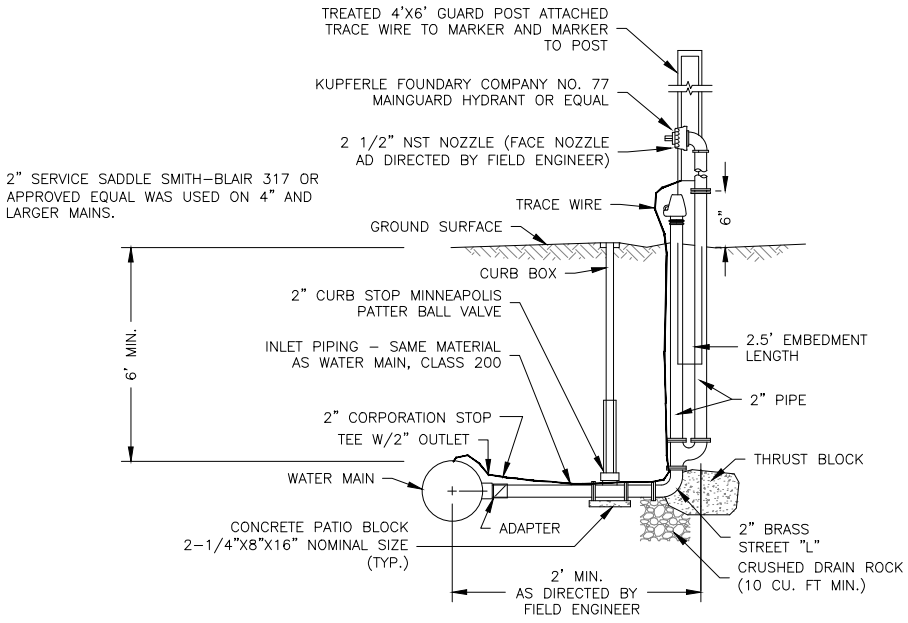
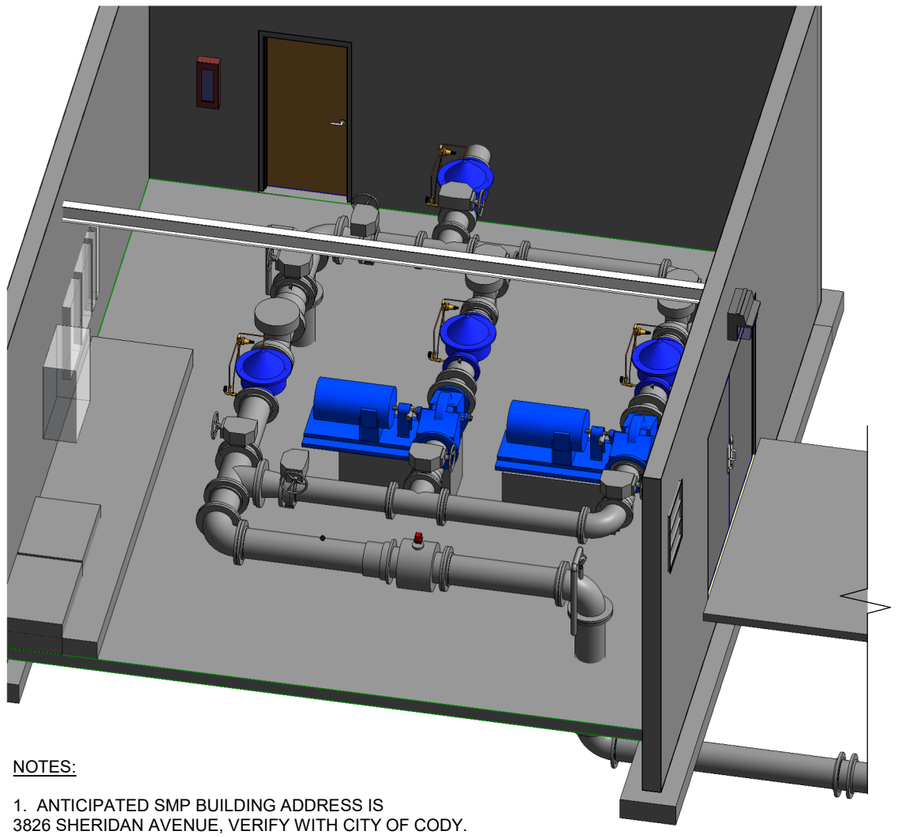


2" FLUSHING HYDRANT DETAIL
N.T.S.

T-O ENGINEERS
502 33RD STREET
CODY, WY 82414
PHONE: (307) 587-3411 WWW.TO-ENGINEERS.COM
E-FILE: WATER SERVICE DETAILS.dwg DATE: 12/18/20 JOB: 171133



FIXTURE SCHEDULE						
FIXTURE	MARK	SIZE	FRAME	HARDWARE GROUP	TYPE	DESCRIPTION
DOOR	D1	36" x 84"	40" x 88"	ALUMINUM HANDLE	METAL	SINGLE
DOOR	D2	48" x 84"	52" X 88"	ALUMINUM HANDLE	METAL	DOUBLE
LOUVRE	L2	24" x 30"	N/A	N/A	STEEL	SINGLE

NOTES:

1. WALL HEIGHT IS 13'-4" FROM FFE.

2. PIPE SUPPORT DETAILS ARE LOCATED ON SHEET D1.

KEY:

▲ PIPE SUPPORT

MARK	DESCRIPTION	COUNT
1	12" FL SPOOL	9
2	12"FL MAG METER	1
3	12" FLEX COUPLING WITH THRUST RESTRAINT	2
4	12" FL TEE	2
5	12" FL 90° BEND	5
6	12" BUTTERFLY VALVE	2
7	12" FL CHECK VALVE WITH DAMPER	1
8	12" FL FLOW CONTROL VALVE	1
9	12"X10" FL REDUCER	2
10	10" FL SPOOL	7
11	10" BUTTERFLY VAVLE	7
12	10" FLEX COUPLING WITH THRUST RESTRAINT	4
13	10"X8" FL ECCENTRIC REDUCER	2
14	10" FL 90° BEND	3
15	10" FL CHECK VAVLE WITH DAMPER	2
16	10" FL TEE	3
17	10" FL FLOW CONTROL VALVE	2
18	AIR-VAC	3
19	AURORA-411 SPLIT CASE PUMP - 50 HP	2
20	10" PRESSURE RELIEF VALVE	1
21	EXTERIOR LED LIGHT	2
22	PVC TO D.I. FLANGE ADAPTER	2
23	VARIABLE FREQUENCY DRIVE PUMP CONTROL	2

WATER PUMPING SYSTEM NOTES (CONTINUED):

12. AIR-VAC SHALL BE VAL-MATIC 2" COMBINATION AIR VALVE SINGLE BODY OR APPROVED EQUAL.

13. PRESSURE RELIEF VALVE SHALL BE CLA-VAL MODEL 50-01 OR APPROVED EQUAL WITH STAINLESS STEEL PILOT SYSTEM OR APPROVED EQUAL.

ADD. #3

NOTES:

1. ANTICIPATED SMP BUILDING ADDRESS IS 3826 SHERIDAN AVENUE, VERIFY WITH CITY OF CODY.

2. THE CONTRACTOR OR THEIR SUB-CONTRACTOR SHALL LAYOUT ALL THE PIPING, PUMPS, VALVES, FITTINGS AND VERIFY SPACING PRIOR TO ANY WORK ON THE SMP BUILDING INCLUDING EXCAVATION, FOOTINGS, ETC.

3. SEE STRUCTURAL SHEETS FOR TROLLEY INFORMATION.

WATER PUMPING SYSTEM NOTES:

1. INTERIOR PIPE SHALL BE DUCTILE IRON PIPE AND SHALL BE CEMENT MORTAR LINED.

2. ALL DUCTILE FITTINGS SHALL BE CEMENT MORTAR LINED, DUCTILE IRON CLASS 125 AWWA C-110, RED RUBBER GASKET 1/8" THICK.

3. ALL VALVES SHALL BE LINED WITH AN EPOXY POLYAMIDE APPROVED FOR POTABLE WATER USE.

4. ALL FLANGED DUCTILE IRON PIPE SHALL BE CLASS 52 AWAA C-151.

5. FLNAGE ADAPTERS OR RESTRAINED FLANGE ADAPTERS FOR USE ON DIP OR PVC SHALL BE EBBA IRON SERIES 2100 MEGAFLANGED OR EQUAL.

6. ALL NUTS, BOLTS, WASHERS, ANCHORS OR ANY OTHER TYPE OF FASTNER OR ACCESSORY SHALL BE STAINLESS STEEL.

7. GATE VALVES SHALL BE RESILIENT SEAT TYPE.

8. BUTTERFLY VALVES SHALL BE MUELLER LINESEAL III (CLASS 150B) OR APPROVED EQUAL,

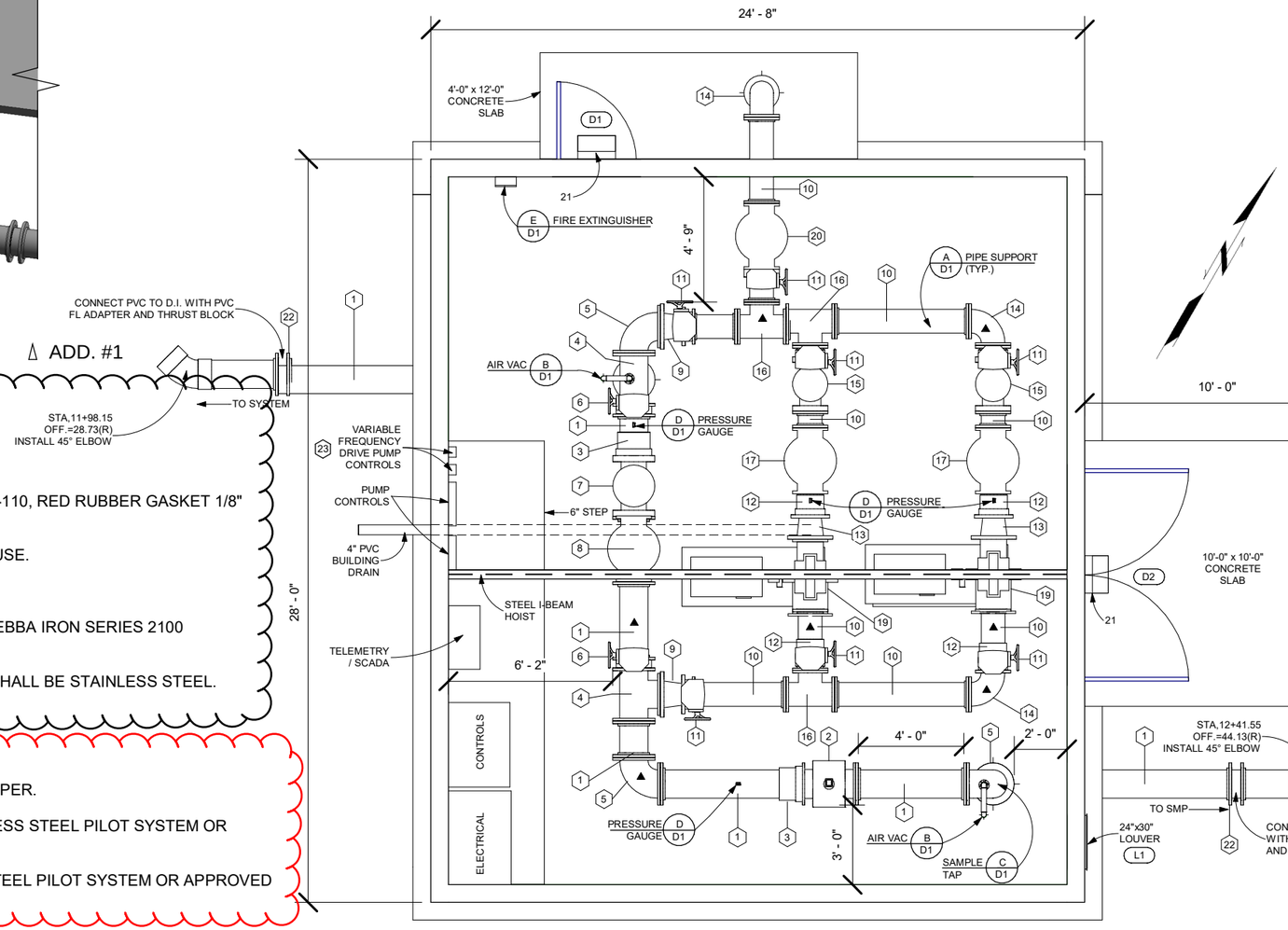
9. CHECK VALVE WITH DAMPER SHALL BE MUELLER A2602-6 SWINGING CHECK VALVE WITH DAMPER.

10. FLOW CONTROL VALVE SHALL BE CLA-VAL MODEL 40-01 OR APPROVED EQUAL WITH STAINLESS STEEL PILOT SYSTEM OR APPROVED EQUAL.

11. FLOW CONTROL/PUMP CONTROL VALVE SHALL BE CLA-VAL MODEL 60-31 WITH STAINLESS STEEL PILOT SYSTEM OR APPROVED EQUAL.

ADD. #3

ADD. #1



DRAWN BY: TJI APPR. BY: GRT
CHK'D BY: KMC PROJ NO.: 171137

T-O ENGINEERS

NO.	DESCRIPTION	BY	DATE
2	ADDENDUM #2	KES	3/27/2020
1	ADDENDUM #1	TJI	3/19/2020

REVISIONS

PARK COUNTY
CODY, WYOMING

SMP BUILDING LAYOUT - ADDENDUM #1
CITY OF CODY BEACON HILL WATER TANK PROJECT

SHEET NUMBER
SA
8

Specific Procedure for Tie-in to the SMP Line.

General Notes:

1. Reference the Sheridan Avenue-SMP Water Line Tie-In Plan for identification and locations of valves.
2. At no time shall the SMP Valve be open by anyone except by an SMP personal and after the following steps have been completed. The section of water line between the existing SMP valve and the new valve being installed with this change should remain free of water (air gap) until final approval is received by SMP and they charge this section of line.
3. Engineer (or T-O representative) shall be present during pressure testing and flushing operations to ensure valves are in correct position. SMP personal will be onsite during this work as well. James Keenan with the City of Cody Water Department will also be contacted and will be required to be onsite during these operations as well. The City of Cody Water Department will be only agency allowed to operate their valves after installation is complete, unless otherwise approved.
4. Water testing must be completed by an EPA certified (CWA, SDWA, NELAP) lab for water testing. An example of lab with the necessary certifications would be Energy Laboratories in Billings, MT or Casper, WY.
5. The water lines must successfully be disinfected to the specified requirements and standards before the pressure test can be started and completed.

Step A: Install new valve, service tap, and flushing hydrant assembly. (Steps 1-3 on Sheridan Avenue-SMP Water Line Tie-In Plan)

1. For this step, the following valves will be in the **closed** possession, SMPV-1, GV-2, GV-3, and GV-4. (GV-1 will be installed during this step)
2. Once the valves are closed as stated above you can perform the work of described in steps 1-3 on the Sheridan Avenue-SMP Water Line Tie-In Plan.
3. The short new section of line, valves, and other water line components will have to be swabbed to be disinfected between SMPV-1 and the newly installed valve GV-1. The flushing hydrant will also be installed during this step.

Step B: Filling the section of line between the pump station building and the new valve installed near the SMP tap and performing the necessary pressure testing, disinfection, and testing for chlorination levels. (Steps 4-7 on the Sheridan Avenue SMP Water Line Tie-In Plan).

1. For this step, the following valves will be in the **open** possession, GV-3. The following valves will remain in the **closed** position, SMPV-1, GV-1, GV-2, and GV-4.
2. The contractor will fill this section of line (highlighted in yellow on the Sheridan Avenue-SMP Water Line Tie-In Plan) with potable/clean water at velocity not to exceed 1ft/s. The Contractor will then work removing air pockets in the line. The contractor will then perform the disinfection process of this section of line per the requirements in section-02675. Since the chlorine tablets that were initially installed during construction cannot be used because of the previous attempt of disinfecting, the continuous feed method or slug method shall be used.
3. Once the line is successfully disinfected, the Contractor can then pressure test the line to a pressure of 150 psi and per the requirements in section-02670 of the specifications. Contractor

will continue the process as defined in this section until passing pressure testing and leakage test results are received. Contractor shall then flush this section of line using a potable/disinfected source of water until necessary chlorine residuals are received. This will be completed per section-02675.

4. Once the flushing operations have been completed where enough water was flushed to reach adequate chlorine levels and meet the requirements of section-02675, contractor can then take a bacteriological test out of flushing hydrant per section-02675. Repeat process described above until passing results are received.

Step C: Completing the installation of the internal piping in the SMP Building and the setup of the SCADA system. (Steps 8-9 on the Sheridan Avenue SMP Water Line Tie-In Plan).

1. For this step, the following valves will be in the **Closed** possession, SMPV-1, GV-1, GV-2 GV-3, and GV-4.
2. The pipe will have to be disinfected by the swabbing method or disinfected after installation per the section-02675.

Step D: Final pressure testing, flushing, and testing of the system including the SMP building. (Steps 10-12 on the Sheridan Avenue SMP Water Line Tie-In Plan).

1. For this step, the following valves will be in the **Closed** possession, SMPV-1, GV-1, GV-2 GV-3, and GV-4.
2. The pipe will have to be disinfected by the swabbing method or disinfected after installation per the section-02675.
3. SMP will have to be onsite and once crew is ready, they will open up SMPV-1, GV-1, and GV-3 to fill this section of line (highlighted in yellow and blue on the Sheridan Avenue-SMP Water Line Tie-In Plan) with potable/clean water at velocity not to exceed 1ft/s. Once filled with no air pockets, crew will close valve GV-1, GV-3, and SMPV-1 (if possible). Contractor will then need to disinfect this section of the line (if not disinfected in step D). Engineer will provide further instruction for this step as needed.
4. The Contractor will then pressure test the line to a pressure of 150 psi and per the requirements in section-02670 of the specifications. Contractor will continue the process as defined in this section until passing pressure testing and leakage test results are received.
5. Once passing results are achieved and crew is ready for flushing, Crew will then coordinate with the City and **close** the following valves GV-5, GV-6 and GV-7 (Note: these valves will shut off the water supply to the properties to the north, therefore will have to be coordinate with the City). Next crew will open up the fire hydrant near GV-7, then GV-6, then GV-3, then GV-1, and Finally SMPV-1. This will allow the water to be flushed through the whole system. This shall be performed per the section-02675 of the specifications and have a minimum flushing velocity of 2.5 ft/s (or 880 GPM).
6. Once flushing is completed crew can take bacteriological test at the fire hydrant located near GV-7.
7. Once passing results are received (or crew will repeat these steps follow specifications outlined in section-02675 and section-02670 until passing results are received), the valves can be positioned and be opened to normal use as directed by the City of Cody.

Attachment C

Summary Costs for Equipment Pad

Change Order Proposal

PCO #04

Project Title: **Beacon Hill Water Tank & Watermain Extension Project**

Contract No.: _____ Project No.: _____

Reference: **Install Pump Pads in SMP Building**

1	Material (**Include tax. Provide separate breakdown with quantity and unit prices.**)						$865.00
2	Labor	40	Man Hours	$42.00	per Hour	XXXXX Craft	$1,680.00
		0	Man Hours	$65.00	per Hour	Craft	$0.00
			Man Hours		per Hour	Craft	$0.00
3	Other Costs (Identify)						$375.00
4	Total of Items 1,2						$1,240.00
5	Overhead (% of Item 4)			10.00%			$124.00
6	Total of Items 4,5						$1,364.00
7	Profit (% of Item 6)			5.00%			$68.20
8	Total of Items 6,7						$1,432.20
***9**	Labor Burden (% of Item 2)			0.00%			$0.00
10	Total of Items 8,9						$1,432.20
11	Subcontract Cost						$0.00
****12**	Prime Contractor Fee (% of item 11)			5.00%			$0.00
13	Total of Items 11,12						$0.00
14	Subtotal (Total of Items 3,10,13)						$1,432.20
15	Bond (% of Item 14)			1.50%			$21.48
16	Total Change Order (Total of Items 14,15)						**$1,453.68**

* Cost of Federal Old Age benefits (Social Security) tax and workman's compensation and public liability insurance pertaining to charges are allowable. While no percentage will be allowed thereon for overhead or profit, prime contractor's fee will be allowed on each items in sub-contractor's proposal.

** If work proposed by this change is performed by prime contractor forces fee is not allowed; only overhead and profit.

Allowances for overhead and profit will not exceed 10% each. The contractor must obtain and furnish with the proposal an itemized breakdown signed by each subcontractor participating in the change if it exceeds one thousand dollars.

By Sterling Christler — 3/1/2021

Contractor Name — Date

Harris Trucking & Construction Co.

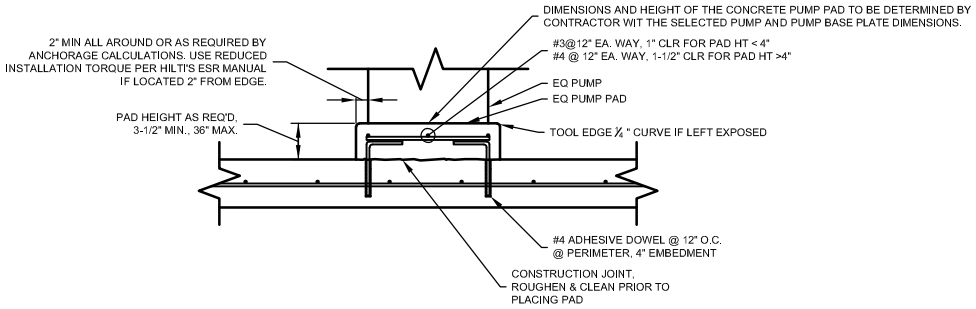
Company Name

Change Order Proposal Breakdown (If $1,000 Or More)

Item No.	Item Description	Qty	Unit	Labor Class/ Craft	Labor Hours Per Unit	Labor Hours Total	Labor Rate	Labor Total	Material Unit Price	Material Total	Lower Tier Sub Total	Equip/ Other Total	Item Total (Bare Cost)
1	Labor	40.00	MH				$42.00	$1,680.00					
2	Equpiment	1.00	LS									$375.00	$375.00
3	Material	1.00	LS							$865.00			$865.00
4													
5													
6													
7													
	TOTALS:							$1,680.00		$865.00		$375.00	$1,240.00

Attachment D

Equipment Pad Detail



X CONCRETE EQUIPMENT PAD DETAIL

SCALE: NTS

CONCRETE EQUIPMENT PAD NOTES:

1. WHEN ANCHORAGE OF EQUIPMENT TO PAD IS REQUIRED, USE CONCRETE ANCHORS SPECIFIED.
2. FOLLOW ADHESIVE MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION.
3. EMBED 4" INTO CONCRETE FLOOR.
4. REFERENCE CIVIL AND MECHANICAL SHEETS FOR PAD LOCATIONS .
3. POST INSTALLED ANCHORS HAVE BEEN DESIGNED WITH HILTI ANCHORS (NOTED BELOW) AS THE BASIS OF DESIGN. PROVIDE ANY APPROPRIATE ANCHOR WITH SIZE AND FINISH AS NOTED AND EQUIVALENT SHEAR AND TENSION CAPACITIES AFTER MODIFICATION DUE TO EMBEDMENT, SPACING AND EDGE DISTANCES. OTHER AVAILABLE MANUFACTURERS INCLUDE SIMPSON, ITW RED HEAD AND POWERS FASTENERS. INSTALL ANCHORS PER THE MANUFACTURER'S INSTRUCTIONS/RECOMMENDATIONS.
4. ADHESIVE ANCHORS: HIT HY-200 (CONCRETE)

Attachment E

Summary of Costs for Beacon Hill Water Line Modifications

Change Order Proposal

PCO #03R

Project Title: **Beacon Hill Water Tank & Watermain Extension Project**

Contract No.: _____ Project No.: _____

Reference: **Install 10" Gate Valve, Flushing Hydrant, Beacon Hill Location STA 9+00**

1	Material (**Include tax. Provide separate breakdown with quantity and unit prices.**)					$0.00
2	Labor	_____ Man Hours	$42.00 per Hour	XXXXX	Craft	$0.00
		0 Man Hours	$65.00 per Hour	_____	Craft	$0.00
		_____ Man Hours	_____ per Hour	_____	Craft	$0.00
3	Other Costs (Identify)					$7,000.00
4	Total of Items 1,2					$7,000.00
5	Overhead (% of Item 4)		10.00%			$700.00
6	Total of Items 4,5					$7,700.00
7	Profit (% of Item 6)		5.00%			$385.00
8	Total of Items 6,7					$8,085.00
*9	Labor Burden (% of Item 2)		0.00%			$0.00
10	Total of Items 8,9					$8,085.00
11	Subcontract Cost					$0.00
**12	Prime Contractor Fee (% of Item 11)		5.00%			$0.00
13	Total of Items 11,12					$0.00
14	Subtotal (Total of Items 3,10,13)					$8,085.00
15	Bond (% of Item 14)		1.50%			$121.28
16	Total Change Order (Total of Items 14,15)					**$8,206.28**

* Cost of Federal Old Age benefits (Social Security) tax and workman's compensation and public liability insurance pertaining to charges are allowable. While no percentage will be allowed thereon for overhead or profit, prime contractor's fee will be allowed on each items in sub-contractor's proposal.

** If work proposed by this change is performed by prime contractor forces fee is not allowed; only overhead and profit.

Allowances for overhead and profit will not exceed 10% each. The contractor must obtain and furnish with the proposal an itemized breakdown signed by each subcontractor participating in the change if it exceeds one thousand dollars.

By Sterling Christler
Contractor Name

3/8/2021
Date

Harris Trucking & Construction Co.
Company Name

Change Order Proposal Breakdown (If $1,000 Or More)

Item No.	Item Description	Qty	Unit	Labor Class/ Craft	Labor Hours Per Unit	Labor Hours Total	Labor Rate	Labor Total	Material Unit Price	Material Total	Lower Tier Sub Total	Equip/ Other Total	Item Total (Bare Cost)
1	Flushing Hydrant and 10" Gate	1.00	LS									$7,000.00	$7,000.00
2													
3													
4													
5													
6													
7	Bond												
	TOTALS:											$7,000.00	$7,000.00

Attachment F

Beacon Hill Water Line Modifications Exhibit

BOP=0+00.00
N=462976.60
E=899825.25

PROTECT LIGHT POLE

TIE INTO EXISTING TREATED WATER 10" GATE VALVE (POT HOLE PRIOR TO ORDERING FITTINGS)

61 LF OF CEMENT TREATED FILL

INSTLL 90° ELBOW
STA.=0+96.59
N=462980.26
E=899921.77

PI=1+80.87
N=463060.25
E=899923.15

PC 3+21.12
N=463200.39
E=899917.84

PROPERTY LINE

PROPOSED 1,582 LF OF 10" C-900 PVC TREATED WATER LINE (SEE SINGLE PIPE WITH SHALLOW UTILITIES TRENCH DETAIL ON SHEET D5)

20' TEMPORARY EASEMENT

BEACON HILL RD.

INSTALL 10"X10"X10" TEE
STA.=9+01.69
N=463753.59
E=899763.67

PT 8+95.22
N=463747.96
E=899766.84

PROTECT LIGHT POLE

54 LF OF CEMENT TREATED FILL

45 LF OF CEMENT TREATED FILL

WYDOT DRIVEWAY

WYDOT DRIVEWAY

DEFLECT PIPE SECTION TO PIPE MANUFACTURERS RECOMMENDATIONS AROUND RADIUS (START STA.=3+21.12 TO END STA.=8+95.22) (APPROXIMATE RADIUS IS 1135')

WYDOT SALT STORAGE

WYDOT STORAGE

STA.=9+19.24
OFF.=8.38'(L)
PROPOSED TANK DRAIN LINE OUTLET STRUCTURE (SEE DETAIL ON SHEET D4)

PI 9+53.21
N=463778.90
E=899808.55

INSTALL 10" GATE VALVE

INSTALL 10" CAP WITH 2" HDPE FLUSHING LINE

INSTALL 2" FLUSHING HYDRANT AIMED AT TANK DRAIN AREA

WYDOT MAIN BUILDING

Δ ADD. #1

"WATER SERVICE CONNECTION – BEACON HILL ROAD" BID ITEM

STA.=0+96.59
TW DEVIATES FROM ALIGNMENT

STA.=1+80.87
TW JOINS ALIGNMENT

STA.=0+98.41
RELOCATED TREATED WATER METER PIT
TIE INTO EXISTING WYDOT SERVICE LINE
(SEE DETAIL ON SHEET D2)
(SEE SPECIFICATIONS FOR WATER DISRUPTION LIMITATIONS)

NOTE:

1. DEFLECT PIPE PER MANUFACTURERS RECOMMENDATIONS FROM STA. 0+96.59 TO STA. ±1+80.

STA.=10+67.50
INSTALL 10" GATE VALVE

INSTALL 10"X10"X10" TEE

4FT OF 10" PVC PIPE

STA.=10+70.00
OFF.=2.00'(L)
INSTALL 10" GATE VALVE

4.0'

INSTALL 12"X12"X10" TEE

TYPICAL TRENCH DETAIL TABLE

FEATURE(S)	BEGIN STA.	END STA.	TRENCH DETAIL (SHEET D5)
10" TREATED WATER	0+00	4+38.58	SINGLE PIPE TRENCH DETAIL
10" TREATED WATER & POWER	4+38.58	9+01.69	SINGLE PIPE WITH SHALLOW UTITLITIES TRENCH DETAIL
10" TREATED WATER & 12" DRAIN LINE & POWER	9+01.69	15+62.40	DOUBLE PIPE WITH SHALLOW UTITLITIES TRENCH DETAIL

PROPOSED TREATED WATER LINE (SEE DOUBLE PIPE WITH SHALLOW UTILITIES TRENCH DETAIL ON SHEET D5)

PROPOSED 12" TANK DRAIN LINE

30.0' PERMANENT EASEMENT

MATCH LINE STA.=12+00

SCALE

50 0 50 100

SCALE IN FEET

NOTE:

1. DEFLECT PIPE TO MANUFACTURERS RECOMMENDATIONS.
2. MAINTAIN 5.5' MIN. PIPE COVER OVER PROPOSED TREATED WATER LINE.
3. MAINTAIN 3.0' MIN. PIPE COVER OVER TANK DRAIN LINE.
4. STA.9+50 TO STA.15+50 USE SLOPED WATER MAIN CONSTRUCTION FOR WATER MAIN AND TANK DRAIN LINE. (SEE SLOPED WATER MAIN CONSTRUCTION DETAIL ON SHEET D3)
5. FIELD ADJUSTMENTS MAY BE MADE TO ANCHOR BLOCKS, SLOPE ANCHORS, BENTONITE TRENCH PLUGS, AND WATERLINE REFERENCE MARKER WITH APPROVAL OF ENGINEER.
6. ALIGNMENT IS ALONG CENTERLINE OF TREATED WATER LINE. DRAIN LINE IS PARALLEL AND OFFSET 4' LEFT OF ALIGNMENT.
7. SEE SPECIFICATIONS FOR LANDSCAPE RESTORATION REQUIREMENTS ACROSS WYDOT PROPERTY.
8. "WATER SERVICE CONNECTION – BEACON HILL ROAD" BID ITEM IS FOR RECONNECTION OF AN EXISTING 1.5" WATER SERVICE FOR WYDOT. SEE SPECIFICATION FOR ITEMS INCLUDED IN THIS BID ITEM. Δ ADD. #1

STA.=0+50.32
BEACON HILL RD

STA.=1+01.00
INSTALL 90° ELBOW (L)

STA.=1+10.00
RELOCATE AND RECONNECT WYDOT WATER SERVICE

STA.=2+13.09
WYDOT DRIVEWAY

STA.=3+34.49
WYDOT DRIVEWAY

EXISTING GRADE AT CENTERLINE

SAND STONE LAYER

5.5' MIN. BURY

140.24' OF 10" PVC @ −5.49%

Δ ADD. #1

80.00' OF 10" PVC Pipe @ −1.47%

96.59' OF 10" PVC @ −1.40%

574.11' OF 10" PVC @ −0.75%

6.46' OF 10" PVC @ −1.50%

51.53' OF 10" PVC @ −6.13%

115.09' OF 12" PVC @ −1.00%

START OF SLOPED WATER MAIN CONSTRUCTION (SEE SLOPED WATER MAIN CONSTRUCTION DETAIL ON SHEET D3)

10" TEE
STA.=10+70.00

396.79' OF 10" PVC @ −10.00%

56.66' OF 12" PVC Pipe @ −6.77%

3' MIN. BURY

50.00' OF 12" PVC Pipe @ −14.49%

5.5' MIN. BURY

150.00' OF 12" PVC Pipe @ −11.75%

PROPOSED DRAIN OUTFLOW STRUCTURE (SEE DETAIL ON SHEET D4)

FENCE

R.O.W.

START OF SLOPED WATER MAIN CONSTRUCTION (SEE SLOPED WATER MAIN CONSTRUCTION DETAIL ON SHEET D3)

STA.=9+01.69
INSTALL 90° ELBOW (R)
EL=5119.66

5150.0
5145.0
5140.0
5135.0
5130.0
5125.0
5120.0
5115.0
5110.0
5105.0
5100.0

−0+50 0+00 1+00 2+00 3+00 4+00 5+00 6+00 7+00 8+00 9+00 10+00 11+00 12+00 13+00 14+00

DRAWN BY: TJL APPR. BY: JLG
CHK'D BY: OJL PROJ NO.: 171133

T-O ENGINEERS

NO.	DESCRIPTION	DATE	BY:
1	ADDENDUM #1	3/19/2020	KES

REVISIONS

PARK COUNTY
CODY, WYOMING

WATER TANK PLAN AND PROFILE SHEET 1
BEACON HILL WATER TANK & WATER MAIN EXTENSION PROJECT

SHEET NUMBER
WT
4

MEETING DATE: MARCH 16, 2021
DEPARTMENT: PUBLIC WORKS – WASTEWATER, ELECTRIC
PREPARED BY: PHILLIP M. BOWMAN, P.E.
PRESENTED BY: PHILLIP M. BOWMAN, P.E.

AGENDA ITEM SUMMARY REPORT

Approval of Amendment No. 1 to the Professional Services Agreement with Engineering Associates for the 2AB Utility Extension Project

ACTION TO BE TAKEN
Authorize the Mayor to sign Amendment No. 1 to the Professional Services Agreement with Engineering Associates (EA) for the 2AB Utility Extension Project.

SUMMARY OF INFORMATION
The City of Cody has a Professional Services Agreement in place with EA for the survey, design and bidding of the 2AB Utility Extension Project. The current agreement was approved by the City Council on October 20, 2020, with a not-to-exceed fee amount of $19,725.00. These tasks are complete, and the project was bid for construction in early 2021. The award of the project to Lame, LLC was approved by the City Council on March 2, 2021, with a construction contract amount of 186,495.00.

Amendment No. 1 with EA will add construction surveying and staking, construction observation, and construction administration to the existing service agreement. The not-to-exceed fee amount proposed by EA for these services is $10,600.00. City Staff has reviewed the scope and fee and found them to be reasonable for the services being provided.

City Council approval of Amendment No. 1 will be subject to final approval of all associated documents by the City Attorney prior to execution by the Mayor.

FISCAL IMPACT
This project is included in the approved FY2021 Budget and is jointly funded by the Wastewater Fund and the Electric Fund. The proposed fee amount is generally within the amount budgeted for the project. Due to material cost increases for the sanitary sewer and electric construction that City crews are self-performing on the project, there will likely be modifications needed for the completed project budget. These modifications will be identified in a future budget amendment utilizing Wastewater Fund and Electric Fund reserves.

ATTACHMENTS
1. Amendment No. 1 to Standard Form Agreement Between Owner and Engineer for Professional Services with Exhibit A and B

AGENDA & SUMMARY REPORT TO:
None.

AGENDA ITEM NO. _____

ENGINEERING ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
ENGINEERINGWYOMING.COM

March 5, 2021

Mr. Phillip Bowman, PE
Cody Public Works Director
P.O. Drawer 2200
Cody, WY 82414

RE: **Construction Engineering Services – 2AB Sewer Extension**

Dear Phillip,

We have provided a cost estimate for Engineering Associates to provide 1) Construction Staking, 2) Construction Observation, and 3) Construction Administration on this project.

Construction staking will be provided for the Bore Contractor and the City crew for the length of this project (Sta 10+00 to 18+95). Minimal slope gravity sewer will need 25-foot stations with offsets and cuts. The Bore will need beginning and end stations, as well as offsets and cuts for the open trench work.
Construction observation will be provided for the Bore Contractor work. It is estimated that work may take a total of 20 working days from start-up to final cleanup. This is based on the same progress rate per day that we saw on the river bore in 2008. It will include having our RPR visit the site for an average of 2 hours per day of construction activity, completing daily field reports, and providing pay estimate quantities.
Construction administration will also be provided for the Bore Contractor work. This work is estimated to take 4 hours per week for 4 weeks. Work will include reviewing DFRs, shop drawing review, preparing pay estimates and change orders, closeout paperwork, and record drawings. Record drawings will include both the Bore crew and City crew work.

Please see the attached Appendix A, which outlines the scope of work for the project and Appendix B, which provides a fee estimate of costs for services to be provided on a time and material basis. Ian Morrison, PE will serve as our project manager and Mike Collier will likely complete the RPR tasks.

We look forward to helping you with this project. If you have any questions, or require additional information, please don't hesitate to contact me.

Sincerely,
ENGINEERING ASSOCIATES

Robert A. Overfield, PE
Principal

Encl

AMENDMENT NO. 1 TO SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Subject of Amendment: Add Construction Administration Services

1. **Background Data:**

   a. Effective Date of OWNER-ENGINEER Agreement: Oct. 7, 2020

   b. OWNER: City of Cody, Wyoming

   c. ENGINEER: Engineering Associates

   d. PROJECT: 2AB Sanitary Sewer and Electric Utility Extensions

2. **Nature of Amendment**

   X Additional Services to be Performed by ENGINEER

   ___ Modifications to Services of ENGINEER

   X Modifications to Responsibilities of OWNER

   X Modifications to Payment to ENGINEER

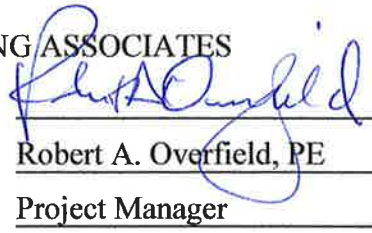
   X Modifications to Time(s) for Rendering Services

   _____ Modifications to Other Terms and Conditions of the Agreement

3. **Description of Modifications**

   Attachment 1, "Modifications", consisting of 6 pages.

OWNER and ENGINEER hereby agree to modify the above-referenced Short Form Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The effective Date of this Amendment is Mar. 16, 2021.

OWNER:		**ENGINEER:**	
CITY OF CODY, WYOMING		ENGINEERING ASSOCIATES	
Signed By:		Signed By:	
Printed Name:	Matt Hall	Printed Name:	Robert A. Overfield, PE
Title:	Mayor	Title:	Project Manager
Date Signed:		Date Signed:	03/05/2021

This is **Attachment 1**, consisting of __6___ Pages, to Amendment No._1_, dated Mar. 16, 2021.

Modifications

A1. ENGINEER shall perform the following Additional Services:
See Construction Engineering Services Letter dated 03/05/2021.

A2. The Scope of Services currently authorized to be performed by ENGINEER in accordance with the Agreement and previous amendments, if any, is modified as follows:
See Exhibit A – Scope, dated 03/05/2021.

A3. The responsibilities of OWNER are modified as follows:
Owner will pay all advertising invoices.

A4. For the Additional Services or the modifications to services set forth above, OWNER shall pay ENGINEER the following additional or modified compensation.
See Exhibit B – Fee Estimate, dated 03/05/2021.
T&M, NTE $10,600.00;
Based on Appendix 1 - Fee Schedule attached, dated 01/01/2021.

A5. The schedule for rendering services is modified as follows:
Schedule will commence following issuance of Notice of Award and continue through Final Completion and 11-month inspection.

A6. Other portions of the Agreement (including previous amendments, if any) are modified as follows:
N.A.

APPENDIX A

City of Cody
2AB – Sanitary Sewer & Electric Utility Extensions Construction
Scope of Work

CONSTRUCTION STAKING

1) PROVIDE BEGINNING AND END POINT STAKING FOR BORE CONTRACTOR.
   - Offsets, cuts, and TBM.
2) PROVIDE STAKING FOR OPEN TRENCH WORK BY BORE CONTRACTOR.
   - Offsets and cuts at 25-foot spacing.
   - Offsets and cuts for MH #2 and East stub.
3) PROVIDE STAKING FOR OPEN TRENCH WORK BY CITY CREWS.
   - Offsets and cuts at 25-foot spacing.
   - Offsets and cuts for MH #1.

RESIDENT PROJECT REPRESENTATIVE

4) ATTEND PRE-CONSTRUCTION CONFERENCE
5) PART-TIME CONSTRUCTION OBSERVATION
   - Coordinate communications between Contractor, Project Manager, and Owner.
   - Assist with review and approval of shop drawings.
   - Prepare Field Reports, daily quantities reports, including materials in storage, for periodic pay estimates.
   - Record field changes for record drawing preparation.
   - Conduct final jobwalk meeting and prepare punchlist prior to final closeout of project.

CONSTRUCTION ADMINISTRATION

6) CONSTRUCTION ADMINISTRATION SUPPORT
   - Coordinate completion and distribution of contract documents.
   - Review and distribute weekly field reports.
   - Complete final construction report containing copies of all shop drawings, field reports, testing reports, pay estimates, change orders, closeout documents, and record drawings.
7) PROJECT MANAGEMENT
   - Review shop drawing submittals.
   - Coordinate pre-construction meeting and minutes.
   - Provide occasional site visits.
   - Respond to questions from the field.
   - Review daily field reports.
   - Prepare maximum of three (3) pay estimates (initial, substantial completion, and final retainage release).
   - Attend final jobwalk and review punchlist.
   - Review final closeout paperwork.
   - Review final construction report to Owner.
   - Complete 11-month inspection.

03/05/2021 - RAO

APPENDIX B

City of Cody
2AB – Sanitary Sewer & Electric Utility Extensions Construction
Fee Estimate

CONSTRUCTION STAKING

1) PROVIDE BEGINNING AND END POINT STAKING FOR BORE CONTRACTOR.
   - (5 hours) - $700+/-

2) PROVIDE STAKING FOR OPEN TRENCH WORK BY BORE CONTRACTOR.
   - (5 hours) - $700+/-

3) PROVIDE STAKING FOR OPEN TRENCH WORK BY CITY CREWS.
   - (6 hours x 2-man crew) - $1400+/-

RESIDENT PROJECT REPRESENTATIVE

4) ATTEND PRE-CONSTRUCTION CONFERENCE (4 hours) - $400+/-

5) PART-TIME CONSTRUCTION OBSERVATION (40 hours) - $5,000+/-

CONSTRUCTION ADMINISTRATION

6) CONSTRUCTION ADMINISTRATION SUPPORT (4 hours) - $600+/-

7) PROJECT MANAGEMENT (12 hours) - $1,800+/-

PROJECT COST SUMMARY

A.	Construction Staking	$ 2,800
B.	Resident Project Representative	$ 5,400
C.	Construction Administration	$ 2,400

ESTIMATED TOTAL FEES **$10,600**

FEES TO BE BILLED ON A TIME & MATERIAL, NOT-TO-EXCEED BASIS.

[NOTE: CITY PAYS ADVERTISING INVOICES.]

03/05/2021 - RAO

ENGINEERING ASSOCIATES

Engineering Wyoming and the Rockies

CODY, POWELL, THERMOPOLIS, SARATOGA & LARAMIE

FEE SCHEDULE

January 1, 2021

HOURLY RATES

ENGINEERING AND SURVEYING SERVICES	Per Hour
Engineer's Aide	$ 66
Resident Project Representative 1	$ 77
Resident Project Representative 2	$ 83
Resident Project Representative 3	$ 91
Resident Project Representative 4	$ 98
Resident Project Representative 5	$104
Technician 1	$ 77
Technician 2	$ 83
Technician 3	$ 91
Technician 4	$ 98
Technician 5	$104
Engineer-in-Training 1	$109
Engineer-in-Training 2	$114
Engineer 1 / Hydrogeologist 1	$124
Engineer 2 / Hydrogeologist 2	$133
Engineer 3 / Hydrogeologist 3	$145
Engineer 4 / Hydrogeologist 4	$150
Engineer 5 / Hydrogeologist 5	$158
Surveyor's Aide	$ 66
Survey Technician 1	$ 77
Survey Technician 2	$ 83
Survey Technician 3	$ 91
Survey Technician 4	$ 98
Survey Technician 5	$104
Land Surveyor-in-Training 1	$109
Land Surveyor-in-Training 2	$114
Land Surveyor 1	$124
Land Surveyor 2	$133
Land Surveyor 3	$145
Land Surveyor 4	$150
PROJECT MANAGEMENT SERVICES	
Project Manager 1	$152
Project Manager 2	$173
SUPPORT SERVICES	
Administrative Assistant 1	$ 63
Administrative Assistant 2	$ 65
Administrative Assistant 3	$ 71
CAD Technician 1	$ 83
CAD Technician 2	$ 91
CAD Technician 3	$ 98
CAD Technician 4	$104

Travel time will be charged at the hourly rates shown above. If personnel are worked over 40 hours per week to maintain the client's schedule (or if required to match the Contractor's schedule), the time in excess of 40 hours per week will be billed at the rates shown above plus 1.5 times the overtime premium paid to the personnel. The technology reimbursable software, equipment, material charge is assessed per man-hour worked on a project. Litigation services and support services in preparation and expert witness duties will be billed at $270 per hour.

(Continued)

FEE SCHEDULE (CONTINUED)

January 1, 2021

REIMBURSABLE EXPENSES

EQUIPMENT CHARGES

Survey - Total Station, Laser or Digital Level, Handheld GPS	$ 20.00 per Hour
Survey - Global Positioning System (GPS) or Robotic Station	$ 60.00 per Hour
Technology – Computer/Cell Phone/Software/Incidentals	6% of Hourly Fee
Vehicle - All Terrain – Rhino or Four-Wheeler	$200.00 per Day
Vehicle – Highway (IRS Rate $0.58)	$ 0.85 per Mile
Vehicle – Day Rate (in lieu of mileage)	$ 25.00 per Day

MISCELLANEOUS CHARGES

Subsistence and Lodging	$80 to $220 per Person/Day

Commercial travel, meals, lodging, telephone, cell phone, records, printing, and other vendor services will be charged for at commercial or cost rates.

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

COPYING AND ELECTRONIC SCANNING

Copies - 8 ½" x 11" and 8 ½" x 14"	$ 0.15 Each
Copies – 11" x 17"	$ 0.50 Each
Color Copies – 8 ½" x 11" and 8 ½" x 14"	$ 1.50 Each
Color Copies – 11" x 17"	$ 2.00 Each
Black and White Prints – Up to 24" x 36"	$ 7.50 per Sheet
Color Prints – Up to 24" x 36"	$ 15.00 per Sheet
Scanned Drawing to Electronic File	$ 12.00 Each Drawing
Reduction, Enlargement, or Exact Scale of Scanned Drawings	$ 5.00 Each Drawing
CD of Scanned Drawings (Electronic Files)	$ 5.00 Each
Other Reproducible Media (i.e. Mylar, Vellum) or Larger Prints	$ 15.00 Each

TESTING

Density Testing	$ 25.00 Each
Concrete Cylinder Break w/Mold	$ 35.00 Each
Asphalt or Concrete Cores	$ 40.00 Each
Pressure Recorder	$ 30.00 per Day
Holiday or Adhesion Testing	$ 30.00 per Day
Dry Film Thickness Testing	$ 60.00 per Day
Turbidimeter	$ 60.00 per Day
Current Velocity Meter and Datalogger	$ 120.00 per Day
Bac-T Testing	$ 25.00 Each/Friday $100

SURVEYING MATERIALS

Stake, Hub, Lath, Spike, Nail or Shiner	$ 2.00 Each
Rebar (#5 x 24")	$ 2.50 Each
Conduit (½" x 5' EMT)	$ 4.00 Each
Paint (per can)	$ 5.00 Each
Steel Fence Post	$ 10.00 Each
Aerial Targets; Special Materials	Negotiated

SURVEYING MONUMENTS

1½", 2" and 2½" Aluminum Cap and Rebar	$ 17.50 Each
3¼" Brass Cap and Pipe	$ 100.00 Each
3¼" WYDOT Markers	Negotiated

If paying by credit card, fees may apply

MEETING DATE: MARCH 16, 2021
DEPARTMENT: FINANCE
PRESENTED BY: LESLIE BRUMAGE

AGENDA ITEM SUMMARY REPORT
Resolution 2021-04 Budget Amendment

ACTION TO BE TAKEN:
Approve the Resolution amending the FY20-21 budget.

SUMMARY OF INFORMATION:
The City of Cody adopted the budget for FY20-21 on June 16, 2020. Per State Statute, budgets may be amended through Resolution by the City Council. This budget amendment request includes carry overs of unexpended previously appropriated funds and adjustments to budgeted revenue and expenses for FY20-21.

During the 2019/2020 Law Enforcement Center (LEC) contract negotiation and renewal, a shared space previously dedicated as a Crime Lab was transferred to sole use of the Cody Police Department (CPD) for Property and Evidence (P/E) storage expansion. The CPD P/E function has not been upgraded or expanded since the LEC was built in 2007.

The importance of the CPD P/E function cannot be overstated and exists in order for the department to receive, catalog, safely store, and maintain the integrity of any evidence, found property or property for safekeeping. CPD has a legal obligation to store and protect items of evidence and other property in its custody, and equally as important, an obligation to return property to the rightful owner as soon as practical or dispose of the property in a legal manner.

These upgrades and expansion are an immediate need. The P/E function has become increasingly complex due in part, to factors related to legislative mandates, hazardous material storage, the protection, preservation and prevention of cross-contamination of biological/ DNA-related material, security and maintaining a documented chain of custody. The failure to manage the evidence and property function can affect the successful prosecution of criminal violators, increase agency liability and greatly impact public confidence and trust.

The facility storage upgrades and expansions are all guided by the professional standards recommended by the International Association for Property and Evidence, Inc. (IAPE). Adhering to these standards demonstrate that CPD has taken reasonable steps to obtain a secure and efficient P/E management system. The expenditure of Asset Forfeiture Funds for this project are permissible and in accordance with the U.S. Department of Justice Guide to Asset Forfeiture and Equitable Sharing for State, Local and Tribal Law Enforcement Agencies.

This project has three parts:

1. Within the Long-Term Evidence storage area, we are upgrading a separate room for guns, money, high value items, and drugs. The listed drug lockers and Installation (items A + B) provide for appropriate storage of drugs, enhanced security and proper ventilation for any potential noxious fumes or odors. The room will also be remodeled to include new shelving (previously budgeted) built to individual specifications to maximize the available space specific to handguns, rifles and other firearms.

2. Currently biological evidence (hair, tissue, bones, teeth, blood, semen, or other bodily fluids etc.) are being store in a low-grade residential refrigerator. The listed upgraded Laboratory Refrigerator (item C) will provide for proper environmental conditions for long-term storage of biological evidence that will also safeguard its integrity, minimize cross-contamination and ensure its protection from degradation.

AGENDA ITEM NO. _____

3. The “Old Crime Lab” will be remodeled (item D), to accommodate the proper drying and packaging of biological evidence. The commercial Blood Drying Cabinet will be relocated from the long-term Evidence room to the Lab along with the installation of the Laboratory Refrigerator. Additional shelving will be included to maximize the additional storge space.

A. Space Saver	
• Drug Locker x4 -	$10,815.00
B. D&G Electric	
• Locker Ventilation Installation	$ 730.00
C. Labrepco	
• Laboratory Refrigerator	$ 3,500.00
D. AC Millworks	
• Shelving/Remodel “Old Lab”	
o Shelving/Remodel	$ 5,000.00
o Removal & Dispose	$ 500.00
TOTAL Expenditure	**$20,545.00**

The proposed funding for this project is use of the federal forfeiture funds held by the City. These funds are restricted by the Department of Justice and can only be used for certain police department expenses. The current amount available in federal forfeiture funds is $95,596.

FISCAL IMPACT

General Fund – decrease to the police forfeitures restricted cash in the amount of $20,545

ATTACHMENTS

1. Resolution 2021-04

AGENDA ITEM NO. _____

RESOLUTION 2021-04

A RESOLUTION AMENDING THE CITY OF CODY FINAL BUDGET FOR FISCAL YEAR 2020-2021

WITNESSETH:

WHEREAS, the final budget for Fiscal Year 2020-2021 was duly adopted by the City of Cody with Ordinance No 2020-12 on June 16, 2020 in accordance with the State of Wyoming Statutes; and

WHEREAS, the City of Cody Council has determined it is appropriate to amend the final budget, in accordance with proper governmental accounting and financial reporting practices; and

WHEREAS, funds are available to cover such amendments as designated in the requested action.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE City of Cody, Amendment Number 2 is authorized by the City of Cody Council:

	Original Budget	Amendment 1 09/2020	Amendment 2 01/2021	Amendment 3 03/2021	Amended Budget
REVENUES					
General Fund	$8,777,089	($13,730)	$159,310		$8,922,669
COVID Grant Fund	$0		$1,662,780		$1,662,780
Vehicle Replacement Fund	$664,515	$225,146			$889,661
Lodging Tax Fund	$0				$0
Cody Public Arts Fund	$0				$0
Pass Through Grants Fund	$0	$115,023			$115,023
Specific Purpose Tax Fund	$224,257				$224,257
Solid Waste Fund	$2,292,781				$2,292,781
Water Fund	$4,820,919	$678,435			$5,499,354
Wastewater Fund	$2,487,437	$192,820			$2,680,257
Electric Fund	$12,415,518	$33,558	$72,043		$12,521,119
TOTAL REVENUE	$31,682,516	$1,231,252	$1,894,133	$0	$34,807,901
EXPENSES					
General Government	$852,546	$40	$5,022		$857,608
Police	$3,524,181	$4,001	$191,024	$20,545	$3,739,751
Parks	$739,471	$502	$2,906		$742,879
City Facilities	$320,265	$40	$3,703		$324,008
Community Development	$445,680	$60	$5,032		$450,772
Public Works	$1,256,483	$43,908	$7,440		$1,307,831
Recreation	$1,162,705	($35,230)	$10,471		$1,137,946
Aquatics	$767,518	($1,000)	$3,676		$770,194
Athletics	$219,499	($1,500)	$1,234		$219,233
COVID Grant Fund	$0		$1,662,780		$1,662,780
Vehicle Replacement	$1,266,476	$374,463			$1,640,939
Lodging Tax	$48,048	$9,494			$57,542
Cody Public Arts Fund	$450				$450
Pass Through Grants Fund	$0	$115,023			$115,023
Specific Purpose Tax Fund	$1,841,978	$227,087			$2,069,065
Solid Waste Fund	$2,625,716	$246,385	$91,406		$2,963,507
Water Fund	$5,531,046	$1,002,767	$52,783		$6,586,596
Wastewater Fund	$3,224,628	$273,517	$51,683		$3,549,828
Electric Fund	$12,557,493	$52,743	$99,668		$12,709,904
TOTAL EXPENSES	$36,384,183	$2,312,300	$2,188,828	$20,545	$40,905,856

PASSED, APPROVED AND ADOPTED THE 16th day of MARCH 2021

_____
Matt Hall, Mayor

Attest:

_____
Cynthia Baker, Administrative Services Officer

MEETING DATE: MARCH 16, 2021
DEPARTMENT: PUBLIC WORKS – STREETS
PREPARED BY: PHILLIP M. BOWMAN, P.E.
PRESENTED BY: PHILLIP M. BOWMAN, P.E.

AGENDA ITEM SUMMARY REPORT

Approval of Resolution 2021-05
forming the Cody Urban Systems and Traffic Committee

ACTION TO BE TAKEN
Authorize the Mayor to sign Resolution 2021-05.

SUMMARY OF INFORMATION
The City of Cody has previously had two (2) transportation and traffic related committees: (1) the Cody Urban Systems Advisory Committee and (2) the Cody Traffic Committee. These two committees provided input on very similar items and topics, and had many staff members that served on both. City Staff identified an opportunity to combine and merge these two committees into one, and create opportunities for meeting time efficiency and shared community perspectives with one single committee moving forward.

At the City Council Work Session held on January 12, 2021, City Staff presented a proposal for the combination of the two committees. The single proposed committee would be comprised of ten (10) members, and would include a new City of Cody appointed member for the Chief of Police. The City Council instructed staff to move forward with the formation of the single proposed committee, and offered input on possible citizen appointments for the Council to consider at a future date.

Resolution 2021-05 will form the single Cody Urban Systems and Traffic Committee (CUSTC) and outlines the number of appointments made by each participating agency. This Resolution is in conformance with the work session presentation given in January.

FISCAL IMPACT
None

ATTACHMENTS
1. Resolution 2021-05

AGENDA & SUMMARY REPORT TO:
None.

AGENDA ITEM NO. _____

RESOLUTION 2021 - 05

A RESOLUTION APPROVING THE MERGER OF THE CODY URBAN SYSTEMS COMMITTEE AND THE CODY TRAFFIC COMMITTEE, AND FORMING THE CODY URBAN SYSTEMS AND TRAFFIC COMMITTEE

WHEREAS, the City of Cody, Wyoming (City) on January 29, 2001 entered into a Cooperative Agreement (Agreement) with Park County (County) and the Wyoming Department of Transportation (WYDOT) to establish the Urban Systems Advisory Committee for the Cody Urban Area; and

WHEREAS, the purpose of the Agreement is to facilitate the participation of the Cody area in the Urban Systems Program as administered by WYDOT; and

WHEREAS, the purpose of the WYDOT Urban Systems Program is to provide cooperative analysis and evaluation, planning, design, and construction assistance for urban transportation system improvements intended to benefit the traveling public; and

WHEREAS, the Cody Traffic Committee has previously been established and called to meet from time-to-time to engage citizens on specific traffic and transportation issues within the City, and provide citizen input to the City Council and City Staff; and

WHEREAS, given the Cody Urban Systems Committee and the Cody Traffic Committee serve the public in similar manners, the City Council recognizes the value of combining and merging the two committees;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cody, Wyoming, the following:

THAT the Cody Urban Systems and Traffic Committee (CUSTC) is hereby formed; and

THAT the CUSTC shall be comprised of ten (10) voting members to be appointed by the participating agency stated as follows:
- two (2) members from the City Council of the City of Cody
- three (3) staff members from the City of Cody, generally to be the Public Works Director, Streets Superintendent, and the Chief of Police (or other staff per City Council)
- two (2) members appointed by the City Council of the City of Cody (i.e. citizens or other members approved by the City Council)
- one (1) member from the Board of County Commissioners of Park County
- one (1) member appointed by the Board of County Commissioners of Park County (i.e. citizen or other member approved by the Board of County Commissioners)
- one (1) member appointed by WYDOT; and

THAT the CUSTC shall have authority to vote on and approve the Committee's bylaws.

PASSED, APPROVED, AND ADOPTED this 16th day of March, 2021.

_____

Matt Hall, Mayor, City of Cody

ATTEST:

_____

Cindy Baker, Administrative Services Director

MEETING DATE: MARCH 16, 2021
DEPARTMENT: PUBLIC WORKS – STREETS
PREPARED BY: PHILLIP M. BOWMAN, P.E.
PRESENTED BY: PHILLIP M. BOWMAN, P.E.

AGENDA ITEM SUMMARY REPORT

Approve the Appointments of
Chief Chuck Baker, Carson Rowley, P.E., and Stefanie Bell
to the Cody Urban Systems and Traffic Committee

ACTION TO BE TAKEN

Approve committee appointments as outlined.

SUMMARY OF INFORMATION

With approval of Resolution 2021-05, the Cody Urban Systems and Traffic Committee (CUSTC) will be made up of ten (10) members from the City of Cody, Park County, and the Wyoming Department of Transportation (WYDOT). Current members of the committee include (or are anticipated to include) the following:

Justin Bailey, City Council member, City of Cody (appointment ends December 2021)
Jerry Fritz, City Council member, City of Cody (appointment ends December 2021)
Phillip Bowman, Public Works Director, City of Cody (appointment ends December 2021)
Rob Kramer, Streets Superintendent, City of Cody (appointment ends December 2021)
Dossie Overfield, County Commissioner, Park County (term unknown)
Brian Edwards, County Engineer, Park County (term unknown)
Todd Frost, Resident Engineer – Cody Office, WYDOT (term unknown)

The committee also has three (3) vacancies. The following appointments are recommended by City Staff based on input received from the City Council at the Work Session on January 12, 2021.

Chief Chuck Baker, Cody Police Department, January 2021 to December 2022 (two-year term)
Carson Rowley, P.E., City Council Appointment, January 2021 to December 2022 (two-year term)
Stefanie Bell, City Council Appointment, January 2021 to December 2023 (three-year term)

Chief Chuck Baker is a new member appointment to the CUSTC that was discussed at the January Work Session, and is intended to bring a law enforcement and traffic issue perspective to the committee.

Carson Rowley, P.E., has previously served on the committee, and has recently been appointed to the City of Cody Planning and Zoning Commission.

Stefanie Bell currently serves on the Park County School District No. 6 Governing Board. This will be her first appointment to the CUSTC.

FISCAL IMPACT & ATTACHMENTS

None

AGENDA ITEM NO. _____