# City of Cody City Council AGENDA

Tuesday, February 15, 2022 – 7:00 p.m. (Pre-Meeting to begin at 6:45 p.m.) Meeting Place: City of Cody Council Chambers – 1338 Rumsey Avenue, Cody, WY

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

### 1. Consent Calendar

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

- a. Approval of Minutes: Regular Minutes from February 1, 2022.
- b. Approve Vouchers and payroll in the amount of \$1,306,790.47.
- c. Authorize the Mayor to sign the Release for Property Damage with Employees Mutual Casualty Company Insurance in exchange for payment to the City of Cody for damaged electrical equipment.
- d. Award Bid 2021-13 to Fremont Motor Company for one 2023 Ford F650 with a Duraclass SL Body in the amount of \$97,965.40.
- e. Award Bid 2021-14 to Floyd's Truck Center for one 2023 Freightliner M2-106 with a Duracalss body, in the amount of \$119,543.00.
- 2. <u>Public Comments:</u> 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

a. A public hearing to determine if it is in the public interest of the City of Cody to consider an application from Cody Craft Brewery to expand the downtown parking district as defined in City Code 10-16-2, from 16<sup>th</sup> Street to 19<sup>th</sup> Street and determine if it is the public interest to modify the standards of the downtown parking district as applicable to the requested expansion area.

### 4. Conduct of Business

a. Consider a request from the Class of 2022 for the City Council to approve sponsoring the 2022 Cody High School Graduation Party for an amount no to exceed \$830.00.

Staff Reference: Rick Manchester, Parks & Rec Director

b. Consider a request from Frank Forshee to reduce the amount owed to the City of Cody for the repair of damaged electrical equipment during an excavation.

Staff Reference: Leslie Brumage, Finance Officer

- c. Consider approval of the final plat of the Musser-Beacon Hill Commercial Subdivision, subject to the condition of approval. Staff Reverence: Todd Stowell, City Planner
- d. Resolution 2022-05

A Resolution Adopting the 2022 Electrical Distribution Standard Policy

Staff Reference: Phillip Bowman, Public Works Director

e. Consider approving Amendment No 5 to the Professional Services Agreement with T-O Engineers, and authorize the Mayor to sign all associated documents.

Staff Reference: Phillip Bowman, Public Works Director

- f. Ordinance 2022-02 First Reading
  An Ordinance to Amend Cody City Code 10-16-2.
  Staff Reference: Todd Stowell, City Planner
- g. Ordinance 2022-01 –2<sup>nd</sup> Reading
  An Ordinance Amending Title 9, Chapter 2, Section 1 of the City of Cody Code.

Staff Reference: Todd Stowell, City Planner

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

### **Upcoming Meetings:**

March 1, 2022 - Tuesday - Regular Council Meeting 7:00 p.m.

March 8, 2022 - Tuesday - Work Session - 5:30 p.m.

March 15, 2022 - Tuesday - Regular Council Meeting 7:00 p.m.

### City of Cody Council Proceedings Tuesday, February 1, 2022

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, February 1, 2022 at 7:00 p.m.

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

Absent: Council Members Justin Baily and Jerry Fritz

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

Council Member Ballard made a motion seconded by Council Member Quick to approve the Consent Calendar including Regular Minutes from January 18, 2022; approve Vouchers and payroll in the amount of \$431,560.16; authorize Barry Cook, City Administrator to sign the retainage release document for the Beacon Hill Water Tank project with a release date of February 2, 2022; approve the Amendment and Restatement to the Joint Powers Agreement for the Lodging Tax Joint Powers Board for Park County WY; and approve a request from Samuel Hanna, on behalf of the Buffalo Bill Center of the West, to close Coe Circle in front of the Statute on Friday, February 25, 2022 for the Annual FFA wreath laying ceremony and allow traffic to be directed north through West Park Hospital's small parking lot. Vote was unanimous.

### Resolution 2022-04 SLIB MRG Grant

A Resolution Authorizing Submission of a Federal Mineral Royalty Capital Construction Account Grant Application to the State Loan and Investment Board on Behalf of the Governing Body. Council Member Swett made a motion seconded by Council Member Ballard to approve Resolution 2022-04. Vote was unanimous.

### Ordinance 2022-01 – First Reading

An Ordinance Amending Title 9, Chapter 2, Section 1 of the City of Cody Code. Council Member Rasmussen made a motion seconded by Council Member Quick to approve Ordinance 2022-01 on First Reading. Vote was unanimous.

Mayor Hall asked for a motion to remove the table item, hearing none the item will fail and must be brought back to the Council at a future meeting for consideration.

Mayor Hall adjourned the meeting at 7: 23 p.m.	
Mayor, Matt Hall	Cindy Baker, Administrative Services Officer

CITY OF CODY ACCOUNTS PAYABLE Invoice Register - Payment Approval Report Input Dates: 2/1/2022 - 2/28/2022 Page: 1 Feb 09, 2022 04:27PM

Report Criteria:

Invoice Detail.Input date = 02/08/2022 Invoice.Batch = {NOT LIKE} "1"

Secondary Name	Invoice	Description	Invoice Date	Total Cost
SEALITAL INC (132604)				
LOWMARK / HIGHTECH COMPANIES	I111661	DUCT FILTERS	01/26/2022	243.96
Total :			_	243.96
Total A SEALITAL INC (132604):			_	243.96
MERICAN FAMILY LIFE ASSUR (550)				
, ,	2822	AFLAC PREMIUM	02/08/2022	2,140.59
Total :			_	2,140.59
Total AMERICAN FAMILY LIFE ASSUR (	550):		_	2,140.59
MERICAN PUBLIC POWER ASSOCIATION	(610)			
	120221	PB- APWA ANNUAL MEMBERSHIP	12/02/2021	88.00
	120221	PB- APWA ANNUAL MEMBERSHIP	12/02/2021	88.00
	120221	PB- APWA ANNUAL MEMBERSHIP	12/02/2021	56.00
Total :			_	232.00
Total AMERICAN PUBLIC POWER ASSO	OCIATION (610):		_	232.00
MERICAN WELDING & GAS, INC. (128592)				
, , ,	8309651	CARBON DIOXIDE/CYLINDER RENTAL	01/31/2022	37.83
Total :			_	37.83
Total AMERICAN WELDING & GAS, INC	c. (128592):			37.83
SAILEY ENTERPRISES INCORPORATED (13	(0546)			
·	5885762	Fuel	02/04/2022	80.72
	5885762	Fuel	02/04/2022	989.01
	5885762	Fuel	02/04/2022	199.70
	5885762	Fuel	02/04/2022	66.57
	5885762		02/04/2022	2,762.45
	5885762		02/04/2022	199.70
	5885762		02/04/2022	99.85
	5885762		02/04/2022	45.87
	5885762		02/04/2022	307.72
	5885762 5885762		02/04/2022	159.07
	5885762 5885762		02/04/2022 02/04/2022	141.66 51.27
	5885762		02/04/2022	139.36
	5885762		02/04/2022	34.87
	5885762		02/04/2022	37.93
	5885762		02/04/2022	20.90
	5885762		02/04/2022	61.27-
	5885762		02/04/2022	41.79
	5885762		02/04/2022	1,726.94
	5885762		02/04/2022	146.10
	5885762		02/04/2022	160.00
	5885762	Fuel	02/04/2022	1,079.22

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	5885762	Fuel	02/04/2022	.18
	5885762	Fuel	02/04/2022	.3
	5885762	Fuel	02/04/2022	.5
	5885762		02/04/2022	29.5
	5885762		02/04/2022	4,120.5
	5885762		02/04/2022	1,341.48
	5885762 5885762		02/04/2022 02/04/2022	130.3 105.8
	5885762		02/04/2022	29.5
	5885762		02/04/2022	528.0
	5885762		02/04/2022	388.1
	5885762	Fuel	02/04/2022	29.5
	5885762	Fuel	02/04/2022	434.8
	5885762	Fuel	02/04/2022	110.0
	5885762	Fuel	02/04/2022	463.1
	5885762	Fuel	02/04/2022	1,065.2
Total :			-	17,207.4
Total BAILEY ENTERPRISES INCOR	PORATED (130546):			17,207.4
BLACK HILLS GAS HOLDINGS, LLC (1328	366)			
LACK HILLS ENERGY		UTILITIES - BLACK HILLS ENERGY	02/04/2022	1,332.3
LACK HILLS ENERGY		UTILITIES - BLACK HILLS ENERGY	02/04/2022	2,337.4
LACK HILLS ENERGY		UTILITIES - BLACK HILLS ENERGY	02/04/2022	1,628.8
LACK HILLS ENERGY		UTILITIES - BLACK HILLS ENERGY	02/04/2022	1,767.4
LACK HILLS ENERGY		UTILITIES - BLACK HILLS ENERGY	02/04/2022	5,165.8
LACK HILLS ENERGY		UTILITIES - BLACK HILLS ENERGY	02/04/2022	5,165.8
LACK HILLS ENERGY		UTILITIES - BLACK HILLS ENERGY	02/04/2022	1,003.4
LACK HILLS ENERGY LACK HILLS ENERGY		UTILITIES - BLACK HILLS ENERGY UTILITIES - BLACK HILLS ENERGY	02/04/2022 02/04/2022	212.9 1,063.7
LACK HILLS ENERGY		UTILITIES - BLACK HILLS ENERGY	02/04/2022	860.7
Total :				20,538.6
Total BLACK HILLS GAS HOLDINGS,	LLC (132866):			20,538.64
BLOSS, ESTATE OF SAMANTHA (132891)			-	
	17.3460.11	REFUND UTILITY DEPOSIT	01/26/2022	91.23
Total :				91.2
Total BLOSS, ESTATE OF SAMANTH	A (132891):			91.2
& C WELDING, INC (1690)				
	26331	TRASH CAN RECEPTACLES	01/11/2022	46.3
Total :			-	46.3
Total C & C WELDING, INC (1690):				46.3
ARQUEST AUTO PARTS (10200)	007415	L # - B40	A./	
	2874-ID-443006	•	01/07/2022	267.3
	2874-ID-443656	kwick stick C03	01/18/2022	14.2
	2874-ID-444500	lense cleaners	01/31/2022	39.0
	2874-ID-444508		01/31/2022	6.6
	2874-ID-444509	טעם עווע	01/31/2022	6.6

Invoice	Description	Invoice Date	Total Cost
			333.99
			333.99
2222	GAPNISHMENT - WG2108102	02/02/2022	181.43
2222	CARTIFICITIVE T - WOZTOOTOZ	02/02/2022	181.43
			181.43
2032022	TIPSY TAXI VOUCHERS	02/03/2022	250.00
			250.00
			250.00
43196 43196 43196 43196 43196	Legal Services Legal Services Legal Services Legal Services	02/01/2022 02/01/2022 02/01/2022 02/01/2022 02/01/2022 02/01/2022	3,401.81 347.12 763.67 763.67 833.10 833.10
			6,942.47
TCKE LLC (3140):			6,942.47
304403	TRANSPORT TOTES EROM HOME DEPOT TO LEC	11/23/2021	42.00
304493	TRANSPORT TOTES PROMINGINE DEPOT TO LEG	11/23/2021	42.00
343):			42.00
,.			
4.1520.14	REFUND CREDIT BALANCE FROM EQUAL PAYMENTS	01/27/2022	600.00
			600.00
392):			600.00
013122	PERSONAL TRAINING SERVICES	01/31/2022	302.57
			302.57
			302.57
450897	COLIFORM TESTING	01/31/2022	160.00
.00001		- 110 112022	160.00
3	2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  2032022  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  203202  20	43196 Legal Services TCKE LLC (3140):  304493 TRANSPORT TOTES FROM HOME DEPOT TO LEC  3439:  4.1520.14 REFUND CREDIT BALANCE FROM EQUAL PAYMENTS	2032022 TIPSY TAXI VOUCHERS  02/03/2022  43196 Legal Services

ACCOUNTS PAYABLE		Input Dates: 2/1/2022 - 2/28/2022		Feb 09, 2022 04:27
Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total ENERGY LABORATORIES, INC (4120	):			160.00
FARLOW, IRENE (131831) DBA: CODY CAB LLC DBA: CODY CAB LLC		TIPSY TAXI PROGRAM TIPSY TAXI PROGRAM	01/27/2022 01/27/2022	749.00 110.00
Total :				859.00
Total FARLOW, IRENE (131831):				859.00
FREDERICK, LAUREL (131382)	020222	RESTITUTION FROM DEBRA HODSON MC-1706-037	02/02/2022	25.00
Total:				25.00
Total FREDERICK, LAUREL (131382):				25.00
GEOTEC INDUSTRIAL SUPPLY (131503)	40275	ADA TILES	01/26/2022	9,741.00
Total:				9,741.00
Total GEOTEC INDUSTRIAL SUPPLY (1315	03):			9,741.00
H B I INSURANCE (12306)	3478	EMPLOYEE BOND - CHIEF BAKER	02/03/2022	100.00
Total :				100.00
Total H B I INSURANCE (12306):				100.00
HARRISON, TIMOTHY BRUCE (131713) BLUE ASPEN ENTERPRISES LLC BLUE ASPEN ENTERPRISES LLC		REPAIR HVAC AT RACQUETBALL DISCUSS HVAC ISSUES AT CH WITH ENGINEER	02/01/2022 02/01/2022	75.00 187.50
Total :				262.50
Total HARRISON, TIMOTHY BRUCE (1317)	3):			262.50
KEN GARFF CHEYENNE (132839)	021522	BID BOND RETURN 2021-13	02/15/2022	5,053.75
Total :				5,053.75
Total KEN GARFF CHEYENNE (132839):				5,053.75
KITCHEN, SCOTT (129803)	1312022	MILEAGE REIMBURSEMENT	02/03/2022	10.02
Total :				10.02
Total KITCHEN, SCOTT (129803):				10.02
MCMINN, ARCHIE (132897)	14.4100.13	REFUND UTILITY DEPOSIT	01/01/2022	185.07
Total :				185.07

ACCOUNTS PAYABLE		Input Dates: 2/1/2022 - 2/28/2022		Feb 09, 2022 04:2
Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total MCMINN, ARCHIE (132897):				185.07
NCPERS GROUP LIFE INS (125412) C/O MEMBER BENEFITS	2822	PREMIUM	02/08/2022	432.00
Total :				432.00
Total NCPERS GROUP LIFE INS (125412):				432.00
NORCO, INC. (128948)	34132091	GAS CYLINDER RENTAL	01/31/2022	39.06
Total :				39.06
Total NORCO, INC. (128948):				39.06
NORTHWEST PIPE (7400)				
	7664948 7664948-1	10" GLAND PACKS 6" CAP	01/24/2022 01/31/2022	348.36 59.59
Total :				407.95
Total NORTHWEST PIPE (7400):				407.95
PARK COUNTY (7670)				
	7189	LEC CONTRACT - DISPATCH	02/01/2022	223.57
		LEC CONTRACT - DISPATCH	02/01/2022	3,800.53
		LEC CONTRACT - DISPATCH	02/01/2022	670.68
		LEC CONTRACT - DISPATCH	02/01/2022	17,661.27
		LEC CONTRACT - CAPITOL EQUIPMENT	02/01/2022	4,520.00
		LEC CONTRACT - MAINTENANCE	02/01/2022	1,807.46
		LEC CONTRACT - CONSOLE	02/01/2022	39.15
		LEC CONTRACT - CONSOLE	02/01/2022	665.61
		LEC CONTRACT - CONSOLE	02/01/2022	117.46
		LEC CONTRACT LITHES	02/01/2022	3,093.14
		LEC CONTRACT - UTILITIES  ADJ FOR INITIAL NETWORK SEGRAGATION CHANGES	02/01/2022	1,397.36
		ANTI VIRUS CLIENT CREDIT	02/01/2022 02/01/2022	204.52- 34.79-
Tabel	7109	ANTI VIROS CLIENT CREDIT	02/01/2022	
Total:				33,756.92
Total PARK COUNTY (7670):				33,756.92
PARK COUNTY ANIMAL SHELTER (5120)	20122	ANIMAL SERVICE CONTRACT - FEB 2022	02/01/2022	4,166.67
Total :				4,166.67
Total PARK COUNTY ANIMAL SHELTER (512	20):			4,166.67
PARK DISTRICT COURT (132610)				
		GARNISHMENT Civil #29877 GARNISHMENT Civil #29877	02/02/2022 02/03/2022	196.97 196.97
Total :				393.94
Total PARK DISTRICT COURT (132610):				393.94

CITY OF CODY	Invoice Register - Payment Approval Report	Page: 6
ACCOUNTS PAYABLE	Input Dates: 2/1/2022 - 2/28/2022	Feb 09, 2022 04:27PM

ACCOUNTS PAYABLE		Input Dates: 2/1/2022 - 2/28/2022		Feb 09, 2022 04:27P
Secondary Name	Invoice	Description	Invoice Date	Total Cost
PAVEMENT MAINTENANCE INC (7825)				
	21-297	SNOW REMOVAL PARKING LOTS	01/07/2022	1,875.00
Total:				1,875.00
Total PAVEMENT MAINTENANCE INC	7825):			1,875.00
POWELL LOCK LLC (131325)				
	5405	REPAIRS TO STEAM ROOM DOOR	01/20/2022	165.00
Total:				165.00
Total POWELL LOCK LLC (131325):				165.00
PROVIDENT LIFE & ACCIDENT INS (12803)		PDEMILIMO	00/00/0000	00.40
	2822	PREMIUMS	02/08/2022	23.40
Total :				23.40
Total PROVIDENT LIFE & ACCIDENT IN	NS (128033):			23.40
RIVER OAKS COMMUINICATIONS CORP (1	•	TOT EDANOLUCE ACREEMENT REVIEW	04/04/0000	2 700 00
	013122	TCT FRANCHISE AGREEMENT REVIEW	01/31/2022	3,720.00
Total :				3,720.00
Total RIVER OAKS COMMUINICATION	S CORP (131184):			3,720.00
SABER PEST CONTROLL LLC (131183)				
	AUD159 CH159	PEST CONTROL - AUDITORIUM PEST CONTROL - CITY HALL	01/24/2022 01/24/2022	80.00 60.00
		PEST CONTROL - CITY HALL PEST CONTROL - ELECTRIC	01/26/2022	80.00
		PEST CONTROL - ELECTRIC	02/01/2022	80.00
		PEST CONTROL - PUBLIC WORKS SHOP	01/03/2022	50.00
				25.00
		PEST CONTROL - PUBLIC WORKS SHOP PEST CONTROL - PUBLIC WORKS SHOP	01/03/2022 01/03/2022	25.00
		PEST CONTROL - PUBLIC WORKS SHOP PEST CONTROL - PUBLIC WORKS SHOP	02/01/2022	50.00
		PEST CONTROL - PUBLIC WORKS SHOP	02/01/2022 02/01/2022	25.00
		PEST CONTROL - PUBLIC WORKS SHOP	01/24/2022	25.00 90.00
		PEST CONTROL - REC CENTER	01/24/2022	90.00
Total :				680.00
Total SABER PEST CONTROLL LLC (1	31183):			680.00
SHOSHONE MUNICIPAL PIPELINE (9130)				
	020122	SMP WATER PURCHASE - JAN 2022	02/01/2022	111,901.02
Total :				111,901.02
Total SHOSHONE MUNICIPAL PIPELIN	E (9130):			111,901.02
SPOTTED DOG INVESTMENTS (132896)	47.0007 : :	DESUND LITHUTY DEDOCT	04/00/00==	0.40.00
	17.0397.14	REFUND UTILITY DEPOSIT	01/28/2022	342.66
Total :				342.66

ACCOUNTS PAYABLE		Input Dates: 2/1/2022 - 2/28/2022		Feb 09, 2022 04:27PN
Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total SPOTTED DOG INVESTMENTS (1328	96):			342.66
STERANKO, SANDRA (132895)	35359147	REC CENTER REFUND	01/31/2022	233.75
	33336147	NEG GENTER NET GND	01/31/2022	
Total :				233.75
Total STERANKO, SANDRA (132895):				233.75
STIESS, DONNA (132899)	020922	REFUND CASH BOND MC-2201-050	02/09/2022	500.00
Total :				500.00
Total STIESS, DONNA (132899):				500.00
SUPER BOWL LANES (132898)	4392-8	LEISURE SPORT BOWLING	01/15/2022	160.00
Total :				160.00
Total SUPER BOWL LANES (132898):				160.00
SYSTEMS GRAPHICS INC (129162)				
ADVANCED INFO SYSTEMS	15721	OUTSOURCE BILLS	01/21/2022	6.50
ADVANCED INFO SYSTEMS	15721	OUTSOURCE BILLS	01/21/2022	40.15
ADVANCED INFO SYSTEMS	15721	OUTSOURCE BILLS	01/21/2022	36.76
ADVANCED INFO SYSTEMS	15721	OUTSOURCE BILLS	01/21/2022	36.51
ADVANCED INFO SYSTEMS	15721	OUTSOURCE BILLS	01/21/2022	45.38
ADVANCED INFO SYSTEMS	15724	OUTSOURCE BILLS	01/31/2022	15.73
ADVANCED INFO SYSTEMS	15724	OUTSOURCE BILLS	01/31/2022	97.20
ADVANCED INFO SYSTEMS	15724	OUTSOURCE BILLS	01/31/2022	89.00
ADVANCED INFO SYSTEMS	15724	OUTSOURCE BILLS	01/31/2022	88.40
ADVANCED INFO SYSTEMS		OUTSOURCE BILLS	01/31/2022	109.84
Total :				565.47
Total SYSTEMS GRAPHICS INC (129162):				565.47
TEREX USA LLC (129570)				
,	7191348	REPAIRS ON E04	01/27/2022	839.26
Total :				839.26
Total TEREX USA LLC (129570):				839.26
THE OFFICE SHOP INC (7440)	100100		04/04/0000	10.57
	192438	Copier Contract	01/24/2022	46.57
	192438	Copier Contract	01/24/2022	46.57
	192438	Copier Contract	01/24/2022	46.57
	192438	Copier Contract	01/24/2022	46.57
	192438	Copier Contract	01/24/2022	46.57
	192438	Copier Contract	01/24/2022	46.57
	192438	Copier Contract	01/24/2022	46.57
	192438	Copier Contract	01/24/2022	46.57
	192438	Copier Contract	01/24/2022	46.57
	192438	Copier Contract	01/24/2022	46.55
	192439	COPIER CONTRACT - SHOP	01/24/2022	6.79

Invoice	Description	Invoice Date	Total Cost
192439	COPIER CONTRACT - SHOP	01/24/2022	6.79
192439	COPIER CONTRACT - SHOP	01/24/2022	5.99
		01/24/2022	6.79
			6.79
			6.79
			277.90 277.90
192440	COPIEN AGNEEMENT - AQUATION EC CENTEN	01/24/2022	
		-	1,061.42
		-	1,061.42
2022	DDEMILIM	02/08/2022	051.56
2022	PREMION	02/06/2022	951.56
		-	951.56
935):		-	951.56
000000	DEDCOMAL TRAINED	00/00/0000	400.45
020222	PERSUNAL IRAINER	02/02/2022	422.45
		-	422.45
		-	422.45
040500	DID 2024 44 DOND DETUDN	04/05/0000	4 000 00
012522	BID 2021-11 BOND RETURN	01/25/2022	4,000.00
		-	4,000.00
1):		-	4,000.00
) 6051814	1010 H TAPS	01/22/2022	147.85
		-	147.85
PLY (10605):		-	147.85
ERVICES (10670)		-	
	CONTRIBUTIONS	02/08/2022	9,007.44
2822	PD VOLUNTEERS	02/08/2022	11.61
2822	REC VOLUNTEERS	02/08/2022	75.47
2822	UNEMPLOYMENT FOR 4th QTR	02/08/2022	265.03
		02/08/2022	22.03-
2822	UNEMPLOYMENT FOR 4th QTR	02/08/2022	22.03-
		-	9,315.49
KFORCE SERVICES	(10670):	-	9,315.49
20)	POWED BURGLAGE 14M 0000	00/04/2006	047.047.05
			347,847.25 386,948.52
02252022	DEMAND PURCHASE - JAN 2022	02/01/2022	300,340.32
	192439 192439 192439 192439 192439 192440 192440 192440  2822  2822 2822 2822 2822 2822 282	192439 COPIER CONTRACT - SHOP 192430 COPIER AGREEMENT - AQUATIC/REC CENTER 192440 COPIER AGREEMENT - AQUATIC/REC CENTER 192440 COPIER AGREEMENT - AQUATIC/REC CENTER  2822 PREMIUM  935):  020222 PERSONAL TRAINER  012522 BID 2021-11 BOND RETURN  1):  6051814 1010 H TAPS  PLY (10605): 2822 CONTRIBUTIONS 2822 PD VOLUNTEERS 2822 REC VOLUNTEERS 2822 UNEMPLOYMENT FOR 4th QTR	192439 COPIER CONTRACT - SHOP 01/24/2022 192440 COPIER AGREEMENT - AQUATIC/REC CENTER 01/24/2022  2822 PREMIUM 02/08/2022  2822 PREMIUM 02/08/2022  11):  012522 BID 2021-11 BOND RETURN 01/25/2022  11):  012522 BID 2021-11 BOND RETURN 01/25/2022  11):  012622 CONTRIBUTIONS 02/08/2022 2822 PO VOLUNTEERS 02/08/2022 2822 PO VOLUNTEERS 02/08/2022 2822 UNEMPLOYMENT FOR 4th QTR 02/08/2022

Page: Feb 09, 2022 04:27PM

9

Secondary Name Invoice Description Invoice Date **Total Cost** Total WYOMING MUNICIPAL POWER AGENCY (10920): 734,795.77 **WYOMING RETIREMENT SYSTEM (10950)** 219989 CONTRIBUTIONS -02/08/2022 20,849.86 219990 CONTRIBUTIONS -02/08/2022 32,309.24 219991 CONTRIBUTIONS -02/08/2022 32,962.00 Total: 86,121.10 Total WYOMING RETIREMENT SYSTEM (10950): 86,121.10 **ZIVARO INC (131755)** 28.24 IC0453585 EVAULT CLOUD DATA STORAGE 01/26/2022 IC0453585 EVAULT CLOUD DATA STORAGE 01/26/2022 282.40 IC0453585 EVAULT CLOUD DATA STORAGE 01/26/2022 9.41 IC0453585 EVAULT CLOUD DATA STORAGE 01/26/2022 28.24 IC0453585 EVAULT CLOUD DATA STORAGE 01/26/2022 56.48 IC0453585 EVAULT CLOUD DATA STORAGE 01/26/2022 37.65 367.12 IC0453585 EVAULT CLOUD DATA STORAGE 01/26/2022 01/26/2022 47.07 IC0453585 EVAULT CLOUD DATA STORAGE IC0453585 EVAULT CLOUD DATA STORAGE 01/26/2022 28.24 IC0453585 EVAULT CLOUD DATA STORAGE 01/26/2022 28.24 IC0453585 EVAULT CLOUD DATA STORAGE 01/26/2022 28.25 Total: 941.34 Total ZIVARO INC (131755): 941.34 **Grand Totals:** 1,063,545.90

#### Report GL Period Summary

GL Period	Amount
02/22	1,063,545.90
Grand Totals:	1,063,545.90

Vendor number hash: 5593013 15294300 Vendor number hash - split: Total number of invoices: 69 Total number of transactions: 180

Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Open Terms	1,063,545.90	.00	1,063,545.90
Grand Totals:	1,063,545.90	.00	1,063,545.90
		Payroll 02/0	2/22 243,244.57

1,306,790.47

MEETING DATE: FEBRUARY 15, 2022

DEPARTMENT: FINANCE

PRESENTED BY: LESLIE BRUMAGE

# AGENDA ITEM SUMMARY REPORT Release for Property Damage

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

Authorize the Mayor to sign the Release for Property Damage with Employers Mutual Casualty Company Insurance in exchange for payment to the City of Cody for damaged electrical equipment.

### **SUMMARY OF INFORMATION:**

On November 18, 2021 Mountain Construction, a contractor working at the Yellowstone Regional Airport, dug into a marked primary single phase electric line. The contractor broke the conduit and pulled out the cable which damaged the padmount transformer. City electric crews repaired the damage and provided the repair costs to Finance for billing to the contractor.

Mountain Construction submitted the invoice to their insurance company, EMCC for payment of this claim. The insurance company has approved payment in full of the amount of \$7,884.40 and has requested a release for property damage be signed to settle the claim.

### **FISCAL IMPACT**

The City of Cody will receive payment of \$7,884.40 for the repair of the damaged electrical equipment which will go to the Electric Fund damage claims revenue account.

### **ATTACHMENTS**

- 1. Release for Property Damage
- 2. Invoice to Mountain Construction

AGENDA ITEM NO.
AGENDA ITEM NO.

### RELEASE FOR PROPERTY DAMAGE ONLY

I/We City of Cody for myself/ourselves, my/our heirs, executors, administrators, successors and assigns in consideration of the payment of Seven thousand eight hundred eighty four and 40/100 Dollars (\$7,884.40) do hereby remise, release and forever discharge Mountain Construction Company, Employers Mutual Casualty Company Insurance and their heirs, executors, administrators, successors and assigns from and against all claims, demands, actions, and causes of action for damages arising on account of damage to property, including loss of use thereof, arising out of an accident which occurred on or about November 18, 2021, at or near Yellowstone Regional Airport in Cody, WY.

The above sum stated as a consideration of this Release is to be paid as follows:

To: City of Cody

**Notary Public** 

It is understood and agreed that neither this Release nor any payment made pursuant hereto is to be taken as an admission of liability on the part of any person in whose favor this Release is given.

<u> </u>
In Witness Whereof, we have hereunto set our hand and seal this day of, 20
Before me personally appeared
on this
day of, 20, and made oath and he/she is the same
person described herein and who executed the above Release, and acknowledged to me that he/she executed the same.
WITNESS MY HAND AND OFFICIAL SEAL.
County and State of my Commission:
My Commission expires:

### INVOICE

**CITY OF CODY** 1338 RUMSEY AVE **PO BOX 2200** 

**CODY WY 82414** 

Bill To:

Phone: 307-527-7511 Fax:

**PO BOX 518** 

LOVELL WY 82431

**MOUNTAIN CONSTRUCTION** 

Date	Number	Page
12/02/2021	16778	1

Customer No. 3033

Contact:

Due Date: 01/02/2022

Terms: 1 MONTH

Quantity	Description	Unit Price	Net Amount
1	DAMAGE TO CITY OF CODY'S ELECTRICAL EQUIPMENT	7,884.4	7,884.40
!			
			· · · · · · · · · · · · · · · · · · ·

**Balance Due** 

7,884.40

When you provide a check as payment you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call an Administrative Services representative at 307-527-7511

Any charges which are not paid by the due date shown shall be subject to a charge of 1.5% per month

To ensure proper credit to your account, detach this section and return it with your payment

**Customer No.** 

3033

Invoice No.

16778

City of Cody **Amount Due** 

7,884.40

**Amount Paid** 

Please make your check payable to the City of Cody

**PO Box 2200** Cody, WY 82414

### City of Cody Electrical Division

## Estimated Charges for: Damages to City of Cody's electrical equipment

POBOX 518 Lovell, WY 82431

Date: 11/18/2021

Job Description: Bill:\_X\_ Estimate: \_\_

	Material		B 1		Arrest I	Labor	p. I	A management
Description	QTY	Unit Price	Per	Amount	QTY	Rate	Per	Amount
City Provided Material		** ** **		\$0.00	_			\$0.00
25 kVA Padmount Transformer	122	\$2,925.00	ca.	\$2,925.00				\$0.00
1/0 Okonite Primary Cable 3" Conduit, Sch.40	432	\$4.14 \$20.00	ft.	\$1,788.48 \$20.00				\$0.00
3" Long Raduis Sweep		\$18.00	sec.	\$18.00			-	\$0.00
3" Repair Conduit	4	\$6.80	ft.	\$27.20				\$0.00
6" Repair Couplings	2	\$5.00	ea.	\$10.00				\$0.00
1/0 Cooper 200amp Elbows	2	\$40.00	ea.	\$80.00		_		\$0.00
Fransformer Containment Bag	1	\$170.00	ea.	\$170.00				\$0.00
				\$0.00				\$0.00
				\$0.00				\$0.00
				\$0.00				\$0.00
				\$0.00				\$0.00
				\$0.00				\$0.00
	-			\$0.00				\$0.00
				\$0.00				\$0.00
				\$0.00				\$0.00
				\$0.00				\$0.00
				\$0.00				\$0.00
				\$0.00				\$0.00
			-	\$0.00				\$0.00
			-	\$0.00 \$0.00				\$0.00
			-	\$0.00				\$0.00
		-		\$0.00		-	-	\$0.00
				\$0.00				\$0.00
				\$0.00				\$0.00
				\$0.00				\$0.00
				\$0.00				\$0.00
				\$0.00				\$0.00
Equipment & Labor Charges				\$0.00				\$0.00
manhours labor - ( men - hrs)				\$0.00	24	\$47.77	hr	\$1,146.43
OT manhours labor - ( men - hrs)				\$0.00	9	\$71.65	hr	\$644.87
Holiday manhours labor - ( men - hrs)				\$0.00		\$119.42	hr	\$0.00
eqpt charge - trackhoe ( hrs)				\$0.00		\$33.77	hr	\$0.00
eqpt charge - digger derrick ( hrs)				\$0.00	6	\$77.35	hr	\$464.10
eqpt charge - lg bucket truck ( hrs)				\$0.00	9	\$52.54	hr	\$472.86
eqpt charge - sm bucket truck ( hrs)				\$0.00	2	\$38.88	hr	\$77.76
eqpt charge - service truck ( hrs)				\$0.00		\$20.80	hr	\$0.00
eqpt charge - cable puller ( hrs)			_	\$0.00	2	\$19.85	hr	\$39.70
			_	\$0.00				\$0.00
			-	\$0.00				\$0.00
			_	\$0.00				\$0.00
			-	\$0.00				\$0.00
			-	\$0.00				\$0.00
	-	-		\$0.00				\$0.00
	( = = = = = = = = = = = = = = = = = = =			\$0.00				\$0.00
	2			\$0.00				\$0.00
				\$0.00				\$0.00
				\$0.00				\$0.00
				\$0.00				\$0.00
TOTAL INSTALLED COST		Material:		\$5,038.68		Labor.		\$2,845.72
	100.00%			\$5,038.68				\$2,845.72
								\$7,884.40

MEETING DATE: 2/15/2022
DEPARTMENT: PUBLIC WORKS

PREPARED BY: ROB KRAMER

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

### AGENDA ITEM SUMMARY REPORT

### Bid 2021-13 for (1) New 2022 or Newer Single Axle Super Cab Dump Truck and Dump Body

### **ACTION TO BE TAKEN**

Consider approval of the award of Bid 2021-13 to Fremont Motor Company for one 2023 Ford F650 with a Duraclass SL body in the amount of \$97,965.40.

### **SUMMARY OF INFORMATION**

The approved FY 2022 Budget includes funding for a new medium duty super cab dump truck to be utilized for the brush removal program and within the Electric Division for their tree trimming program.

Bid packets were sent to Ken Garff, Fremont Motor Lander, Kois Brothers, Floyd's Truck Center, Able Equipment, CMI-TECO, TriState Truck and Equipment, Istate Truck Center LLC, Northern Truck Equipment, Peterbilt of Wyoming.

Two bidders submitted two bids. These bids were opened on 1/25/2022.

Fremont Motor Company submitted one bid for one 2023 Ford F650 with a Duraclass body in the amount of \$97,965.40.

Ken Garff Cheyenne submitted one bid for one 2023 Ford F750 with the option of a Duraclass body, a Crysteel body, or a Williamsen-Godwin body in the amount of \$99,922.00. This bid does not meet the specified maximum Gross Vehicle Weight.

### **FISCAL IMPACT**

The purchase of this equipment is funded in the approved FY 2022 Budget in the amount of \$220,190.00 within Capital Improvement Projects, Equipment and Machinery, and shared equally between the Solid Waste Enterprise Fund and the Electric Enterprise Fund.

### **ATTACHMENTS**

1. Bid Packet 2021-13 as completed by Fremont Motor Company (submitted bid)

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

- 1. David Sutherland, Ken Garff Cheyenne, <a href="mailto:dsutherland@kengarff.com">dsutherland@kengarff.com</a>
- 2. Karl Florence, Fremont Motor Company, frfleet@fremontmotors.com

AGENDA ITEM NO.	
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# TABLE OF CONTENTS BID NO. 2021-13 (1) New 2022 or Newer Single Axle Super Cab Dump Truck and Dump Body

### DOCUMENTS INCLUDED IN PACKET FOR BID NO 2021-13

	<u>Pages</u>
1. ADVERTISEMENT FOR BID (ON THIS PAGE, BELOW) $\downarrow$	1
2. INSTRUCTION SHEET	2
3. BID PROPOSAL	3
4. SINGLE AXLE SUPER CAB DUMP TRUCK SPECS	4-6
5. 5-YARD DUMP BODY SPECIFICATIONS	7-8

For more information: City of Cody 307-587-2958

### Bid No. 2021-13

# (1) New 2022 or Newer Single Axle Super Cab Dump Truck and Dump Body

The City of Cody will receive sealed bids until 2:00 p.m., 1/25/2022 at Cody City Hall, 1338 Rumsey Avenue, P.O. Box 2200, Cody, Wyoming 82414, for (1) New 2022 or Newer Single Axle Super Cab Dump Truck and Dump Body. All bids will be opened and read aloud at this time. Full bid details and specifications are included in the bid packet available by emailing <a href="mailto:kylieh@codywy.gov">kylieh@codywy.gov</a>. Direct any questions to Rob Kramer at 587-2958, option 2.

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

Dated this 4<sup>th</sup> day of January, 2022.

Cynthia Baker

Administrative Services Officer

PUBLISH: January 11<sup>th</sup>, 2022

January 18<sup>th</sup>, 2022

# INSTRUCTIONS: (1) New 2022 or Newer Single Axle Super Cab Dump Truck and Dump Body BID REQUEST NUMBER 2021-13

The Bidder agrees to provide (1) New 2022 or Newer Single Axle Super Cab Dump Truck and Dump Body free and clear of all liens of any kind, pursuant to the specifications and invitation to bid. The bidder shall complete every space in the Bid 2021-13 City of Cody Specifications Form on pages 4-8 to indicate that the item being bid is exactly as specified. All (no) responses shall be explained in detail on an attached sheet. Bids will be accepted for consideration on any make or model that is equal or superior to the specifications.

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

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

The offer made herein shall be binding for 60 days after the date of bid opening.

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

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

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

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

Bids are to be sealed and addressed to the City of Cody, 1338 Rumsey Avenue, P.O. Box 2200, Cody, Wyoming 82414 and shall be marked "Bid No. 2021-13 (1) New 2022 or Newer Single Axle Super Cab Dump Truck and Dump Body" on the outside of the envelope.

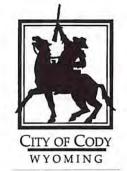
The sealed bids must be returned to the City of Cody no later than 2:00 p.m. 1/25/2022. The bid opening will be held at that time at City Hall. The City reserves the right to reject any and/or all bids and further reserves the right to waive any informalities if deemed in the best interest of the City.

#### Bid Proposal Form

### Bid No. 2021-13 (1) New 2022 or Newer Single Axle Super Cab Dump Truck and Dump Body

City of Cody, Wyoming

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



The undersigned Bidder agrees to provide (1) New 2022 or Newer Single Axle Super

<u>Cab Dump Truck and Dump Body</u>, free and clear of all liens of any kind, pursuant to the specifications and invitation to bid.

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

Bid Schedule Qu	iantity	Unit	Total Price		
Bid for:			s 97965 40		
Less trade if any:			\$(N/A)		
let Total Bid		s 97965 40			

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

The offer made herein shall be binding for 60 days after the date of bid opening.

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

Payment shall be made within 30 c	lays after the delivery and acceptance of the unit.
Date 1/18/2022	Tail Florence
	Karl Florence
	Typed or Printed Name
	Fremont Motor Company
	Company
	Mailing Address
	Lander Wy 82520
	City, State and Zip
	frfleet@ Fremont motors.com
	E-mail Address

### City of Cody

Specifications for (1) New 2022 or Newer Single Axle Super Cab Dump Truck the bidder shall complete every space by placing a check mark under the <u>Yes</u> or <u>No</u> column to indicate that the item being bid is exactly as specified. <u>All no</u> responses shall be explained in detail on an attached sheet.

A.	GENERAL	YES NO
	1. 2022 Model Year or Newer Single Axle Super Cab	-
	2. Gross Vehicle Weight: 29,000 lbs. minimum,30,000 max.	
	3. Frames: Min. 50,000 psi	<u>-</u>
	4. Wheel base to accommodate a 10ft. dump body. 84 CA.	<u></u>
	5. Receiver type pintle hitch, rated at 45 tons. Ly Kors.	
В.	ENGINE	
	1. Gas 7.3L 350 hp	
	2. 120-volt Block Heater	_
	3. 12-volt 210-amp Alternator	
c.	TRANSMISSION	
	1. 6 Speed Automatic	
	2. Transmission Oil Cooler	
	3. PTO Provision to Operate Hydraulic Dump Box	
	4. Tow Haul Mode	
D.	FRONT AXLE	
	1. 10,000 lb.	<u></u>
E.	REAR AXLE	
	1. 19.000 lb.	

F. BRAKE SYSTEM	YES NO
1. Hydraulic Disc Brakes	
<ol><li>Antilock brake system, compatible w/trailer antilock brake system.</li></ol>	<u> </u>
3. Factory wiring connection for trailer antilock system.	V_
G. ELECTRICAL SYSTEM	
1. Body builder wiring at end of frame.	
<ol> <li>All lights and reflectors must conform to Wyoming and D.O.T. regulations. LED lights.</li> </ol>	
3. Electric backup alarm.	
4. Battery disconnect switch, mounted in cab near driver's seat.	
H. <u>FUEL TANK</u>	
1. Minimum, 50 Gallon	
I. <u>CAB EXTERIOR</u>	
1. Heated & motorized trailer towing mirrors.	
2. Fully insulated cab.	~
3. Tinted glass. Std factory trat-	~
4. Single color, "Bright White".	
5. Flashing amber lights mounted front and rear of dump body.	<u>-</u>
J. <u>CAB INTERIOR</u>	
1. Heavy-duty floor mats. dealer supplied	<u> </u>
2. High output heater. Stel fuctory howler	
3. Variable speed, intermittent electric windshield wipers.	
4. Power windows and door locks.	
5. Factory installed air conditioning.	V

	CA	AB INTERIOR continued	<u>YES</u>	<u>NO</u>	
	6.	Dual inside sun visors.	-		
	7.	AM/FM/Bluetooth radio with dual speakers.	-		
	8.	Factory standard gauges to include engine oil pressure & engine temperature gauges w/audible alarms, trans temp, volt meter.	_	-	
	9.	Seating capacity for 5.	_	-	
	10.	(2) Two interior body builder switches.	_		
K.	W	HEELS AND TIRES			
	1.	22.5X8.25 Wheels	~		
	2.	11R22.5 Goodyear Tires	-	·	
	3.	Wheels and tires to accommodate specified axle rating.	/		
L.	<u>M</u>	SCELLANEOUS			
	1.	(1) One complete set of manuals; repair, service, parts and operators. Lohen Aunitable	~		
	2.	Full factory warranty on entire truck and components.	_		
	3.	(1) One copy of the Dealer's order form showing the make, mode and all of the equipment being bid.	el		
	4.	Vehicle to be delivered to the successful bidder of the dump body			
	5.	Upon delivery to the City, the vehicle will be fully equipped as specified, serviced, cleaned and ready to enter into service for the City of Cody.			5
	6.	Bidder must state estimated time of delivery.	120-4	- 210 Days	
	7.	(3) Three sets of keys.	-		
	8.	Wyoming Certificate of Residency # 1121			

y = 0.0

### City of Cody

Specifications for New 5-Yard Dump Body
THE BIDDER SHALL COMPLETE EVERY SPACE BY PLACING A CHECK MARK UNDER THE YES OR
NO COLUMN TO INDICATE THAT THE ITEM BEING BID IS EXACTLY AS SPECIFIED. ALL NO
RESPONSES SHALL BE EXPLAINED IN DETAIL ON AN ATTACHED SHEET.

The dump body shall include, but not be limited to the following specifications.

A.	GI	ENERAL	YES NO
	1.	New Duraclass SL 5-yard dump body. by Kois.	<u></u>
В.	DI	MENSIONS	
	1.	10' Length	<u>~</u> _
	2.	7' Width	V_
C.	FR	CONT/REAR & SIDES	
	1.	24" side height, 30" Front and Rear heights.	<u> </u>
	2.	Non-sloped sides.	
	3.	A step plate must be installed on each side of box over wheels.	<u></u>
	4.	7" welded rear asphalt lip.	<u>~</u>
	5.	Side braces.	<u>~</u> _
	6.	Straight tailgate.	<u></u>
	7.	Recessed LED tail, turn and stop lights, rubber mounted.	<u>/</u>
	8.	Full cab protector to accommodate truck.	<u></u>
	9.	Mud flap brackets for front and rear.	<u></u>
D.	FI	LOOR & TAILGATE	
	1.	One-piece 3/16" (AR400) abrasive resistant high strength steel floor.	
	2.	1 1/4" min. diameter upper and lower tailgate pins.	V

E. HOIST

1. Single cylinder front mounted telescopic.

F. PAINT

1. Dump body to be painted same "factory" color as truck.

G. PUMP

1. Transmission PTO

2. Force Hydraulic Controls



Prepared by: Karl Florence 01/24/2022

Fremont Motor Company | 1731 West Main Street Lander Wyoming | 825203470

### 2023 F-650 Gas SuperCab Base (X6A)

Price Level: 315

### Selected Equip & Specs

### **Dimensions**

Exterior length: 267.0"
Exterior width: 96.7"
Wheelbase: 179.0"
Rear track: 72.6"

Front legroom: 41.4"Front headroom: 40.7"Front hiproom: 67.6"

Front shoulder room: 68.0"

### Powertrain

350hp 7.3L OHV 16 valve V-8 engine with variable valve control, SMPI

federal

Rear-wheel drive

Fuel Economy Highway: N/A

\* Transmission PTO provision

Right mounted horizontal muffler

Park Pawl: PRNDM

### Suspension/Handling

- \* Front non-independent leaf spring suspension with anti-roll bar
- · Hydraulic power-assist re-circulating ball Steering
- . 11.0R22.5 AS front and rear tires
- · Rubber auxiliary rear springs

### **Body Exterior**

- 4 doors
- · Reverse opening right rear passenger
- · Black door mirrors
- · Side steps
- · Straight front bumper ends
- Front and rear 22.5 x 8.25 white steel wheels with 10 wheel studs

### Convenience

- Manual air conditioning
- \* Power front windows

Cab to axle: 84.0"Exterior height: 92.9"

\* Front track: 83.8"

· Rear tire outside width: 96.0"

Rear legroom: 31.6"
Rear headroom: 38.1"
Rear hiproom: 67.3"
Rear shoulder room: 68.1"

Recommended fuel : regular unleaded

- TorqShift-G 6 speed automatic transmission with overdrive
- · Fuel Economy Cty: N/A
- · 50.0 gal. rectangular Left front fuel tank
- Standard rear differential
- · Right mounted horizontal tailpipe
- Rear rigid axle leaf spring suspension with regular shocks
- · Front and rear 22.5 x 8.25 wheels
- · Dual rear wheels
- · Reverse opening left rear passenger
- \* Driver and passenger power remote heated, manual folding door mirrors
- · Black bumpers
- · Clearcoat paint
- · Hood mounted grille
- · 2 front tow hook(s)
- · Cruise control with steering wheel controls
- \* Driver and passenger 1-touch up



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### 2023 F-650 Gas SuperCab Base (X6A)

Price Level: 315

### Selected Equip & Specs (cont'd)

- Driver and passenger 1-touch down
- Manual tilt steering wheel
- · Wireless phone connectivity
- Passenger visor mirror
- · Dual electric horn
- \* Driver and passenger door bins

#### Seats and Trim

- Seating capacity of 5
- Fixed passenger seat
- · 60-40 folding rear split-bench seat
- Driver seat folding back, passenger seat fixed back
- Driver seat with 4 way direction control, passenger seat with 2 way direction control

### \* Power door locks

- · Manual telescopic steering wheel
- · Front cupholders
- \* Back-up alarm
- · Automatic gearshift steering column lever
- \* Upfitter switches
- · Fixed driver seat
- · Driver and passenger armrests
- · Bucket driver seat, Bucket passenger seat
- Low back seats
- · Manual fore/aft seats

### **Entertainment Features**

- AM/FM stereo radio
- External memory control
- 2 speakers
- Fixed antenna

- · Auxiliary audio input
- · Steering wheel mounted radio controls
- Streaming audio

### Lighting, Visibility and Instrumentation

- · Halogen aero-composite headlights
- Auto on/off headlights
- · Speed sensitive wipers
- Tachometer
- Oil temperature gauge
- Trip odometer

- · Delay-off headlights
- · Variable intermittent front windshield wipers
- · Light tinted windows
- Oil pressure gauge
- · Trip computer
- PRNDM

### Safety and Security

- · 4-wheel ABS brakes
- · Hydraulic disc brakes
- ABS traction control
- · With stolen vehicle tracking system

- Hill hold control
- · Electronic stability control
- \* Power door locks

### **Dimensions**

### General Weights

\*Curb 9,564 lbs. Front GAWR 10000 lbs.

Rear GAWR 19000 lbs. GVWR 29000 lbs.

GCWR 37000 lbs.



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2023 F-650 Gas SuperCab Base (X6A)

Price Level: 315

Selected Equip & Specs (cont'd)	
Front Weights	
* Front curb weight 5,983 lbs.	* Front axle capacity 10,000 lbs.
* Front spring rating 10,000 lbs.	Front tire/wheel capacity 12,350 lbs.
Rear Weights	
*Rear curb weight 3,581 lbs.	*Rear axle capacity 19,000 lbs.
Rear spring rating 19,000 lbs.	Rear tire/wheel capacity 23,360 lbs.
Fuel Tank type	
Left front Fuel tank capacity 50.01 gal.	
Front Frame	
*Height loaded 35 "	Height unloaded 37 "
Rear Frame	
Height loaded 36 "	Height unloaded 38 "
Powertrain	
Engine Type	
Block material Iron	Cylinders V-8
Head material Aluminum	Ignition Spark
Injection Sequential MPI Orientation Longitudinal	Liters 7.3L
Valves per cylinder 2	Recommended fuel Regular unleaded Valvetrain OHV
Variable valve control Yes	
Engine Spec	
Bore 4.22"	Compression ratio 10.5:1
Displacement 445 cu.in.	Stroke 3.98"
Engine Power	
Output 350 HP @ 3,900 RPM	Torque 468 ftlb @ 3,900 RPM
Alternator	
Type HD	Amps
Battery	
Cold cranking amps 900	Location Forward right
Step Yes	
Engine Extras	
* Block heater Yes	
Transmission	•
Electronic control Yes	Lock-up Yes

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Fremont Motor Company | 1731 West Main Street Lander Wyoming | 825203470

2023 F-650 Gas SuperCab Base (X6A)

Price Level: 315

3rd       1.516       4th       1.1         5th       0.858       6th       0.6         Reverse Gear ratios       3.128         Transmission Torque Converter       2.00         Stall ratio       2.00         Transmission Extras	elected Equip & Su	ace (cont'd)		
Type         Automatic           Transmission Gear Ratios         3.974         2nd         2.3           3rd         1.516         4th         1.1           5th         0.858         6th         0.6           Reverse Gear ratios         3.128           Transmission Torque Converter         Stall ratio         2.00           Transmission Extras           Driver selectable mode         Tow/Haul Mode         Oil cooler         Regular du			Sneed	6
1st       3.974       2nd       2.3         3rd       1.516       4th       1.1         5th       0.858       6th       0.6         Reverse Gear ratios       3.128         Transmission Torque Converter         Stall ratio       2.00         Transmission Extras         Driver selectable mode       Tow/Haul Mode       Oil cooler       Regular du			Оросси	Ü
3rd         1.516         4th         1.1           5th         0.858         6th         0.6           Reverse Gear ratios         3.128         Transmission Torque Converter           Stall ratio         2.00           Transmission Extras         Driver selectable mode         Tow/Haul Mode         Oil cooler         Regular du	Transmission Gear Ratios			
5th 0.858 6th 0.6 Reverse Gear ratios 3.128  Transmission Torque Converter Stall ratio 2.00  Transmission Extras Driver selectable mode Tow/Haul Mode Oil cooler Regular du	1st	3.974	2nd	2.318
Reverse Gear ratios 3.128  Transmission Torque Converter Stall ratio 2.00  Transmission Extras Driver selectable mode Tow/Haul Mode Oil cooler Regular du			4th	1.149
Transmission Torque Converter Stall ratio 2.00  Transmission Extras Driver selectable mode Tow/Haul Mode Oil cooler Regular du			6th	0.674
Stall ratio 2.00  Transmission Extras  Driver selectable mode Tow/Haul Mode Oil cooler Regular du	Reverse Gear ratios	3.128		
Transmission Extras  Driver selectable mode Tow/Haul Mode Oil cooler Regular du				
Driver selectable mode Tow/Haul Mode Oil cooler Regular du	Stall ratio	2.00		
	Transmission Extras			
* PTO provision Yes	Driver selectable mode	Tow/Haul Mode	Oil cooler	Regular duty
	* PTO provision	Yes		
Drive Type	Drive Type			
Type Rear-wheel		Rear-wheel		
Drive Feature				
		ABS	* Power take-off provision	Yes
		7150	Tower take on provision	103
Drive Axle		2.22		
*Ratio 6.14	* Ratio	6.14		
Exhaust	Exhaust			
Material Non stainless steel System type Sing	Material	Non stainless steel	System type	Single
Emissions	Emissions			
CARB Federal	CARB	Federal		
Driveability	riveability			
Brakes	Brakes			
ABS 4-wheel ABS channels	ABS	4-wheel	ABS channels	4
Type Hydraulic disc Vented discs Front and re	Туре	Hydraulic disc	Vented discs	Front and rear
Brake Assistance	Brake Assistance			
Hill hold control Yes	Hill hold control	Yes		
Suspension Control	Suspension Control			
		Regular	Electronic stability control	Stability control
Front Suspension	Front Suspension			10.12.10.3
		Non-independent	Type	Leaf
* Anti-roll bar Regular			Турс	Leai
Front Spring	Front Spring	74075		

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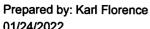
2023 F-650 Gas SuperCab Base (X6A)

Price Level: 315

Selected Equip & Specs (cont'd)  Type  Tapered leaf	Grade Regular
Front Shocks	
Type	
Rear Suspension	
Independence Rigid axle	Type Leaf
Rear Spring	
Type Multi-leaf	Grade Regular
Auxiliary Rubber	
Rear Shocks	
*Type Regular	
Steering	
Activation Hydraulic power-assist	Type Re-circulating ball
Steering Specs	
# of wheels	
Exterior	
Front Wheels	
Diameter 22.5"	Width 8.25"
Rear Wheels	
Diameter 22.5"	Width 8.25"
Dual Yes	0.20
Front Tires	
Aspect 82	Diameter 22.5"
Sidewalls BSW	Tread AS
Width	LT load rating
RPM 497	
Rear Tires	
Aspect 82 Sidewalls BSW	Diameter 22.5"
Sidewalls BSW Width 11.0"	Tread AS LT load rating G
RPM 497	L1 load rating
Wheels	
* Front track 83.8"	Rear track 72.6"
Turning radius (to curb) 25'	Turning radius (to bumper) 26'
Wheelbase 179.0"	Rear tire outside width 96.0"
Body Features	

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2023 F-650 Gas SuperCab Base (X6A)

Price Level: 315

Selected Equip & Specs (cont'd) Front splash guards  Body material Front tow hook(s)  Body Doors  Selected Equip & Specs (cont'd) Yes Composite/galvanized steel 2	*Rear splash guards Holders only Side steps Yes
Door count 4 Right rear passenger Reverse opening	Left rear passenger Reverse opening
Exterior Dimensions	
Length       267.0"         Body height       92.9"         Axle to end of frame       49.0"         Frame yield strength (psi)       50000.0         Frame rail width       3.1"         Max RBM (inlbs.)       665,500.0         Front bumper to Front axle       39.0"	Body width 96.7" Cab to axle 84.0" Frame section modulus 12.6cu.in. Frame rail depth 10.1" Frame rail thickness 0.3" Frame rail section 9.5" Nominal RBM (inlbs.) 632,000.0
Safety	
Seatbelt Height adjustable Front Seating	
Passenger Capacity	
Capacity 5	
Driver Seat	
Type Bucket Back type Low Fore/aft Manual	Back Folding Way direction control 4
Passenger Seat	
Type Bucket Back type Low Fore/aft Manual	Back Fixed Way direction control 2
Front Armrest	
Driver Yes	Passenger Yes
Rear Seats	
Descriptor Split-bench Folding 60-40 Type Fixed	Facing Front Folding position Fold-up cushion
Front Seat Trim  Material Vinyl	Back material Carpet
watenai Vinyi	васк тателаі Сагрет

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2023 F-650 Gas SuperCab Base (X6A)

Price Level: 315

Selected	Equip	&	Specs	(cont'd)
----------	-------	---	-------	----------

Rear Seat Trim Group

Material Vinyl Back material Carpet

Convenience

AC And Heat Type

Air conditioning Manual

Audio System

Auxiliary audio input Yes Radio AM/FM stereo Radio grade Regular Seek-scan Yes

Radio grade Regular External memory control External memory

control

Audio Speakers

Speaker type Regular Speakers 2

**Audio Controls** 

Steering wheel controls Yes Streaming audio Yes

Audio Antenna

Type Fixed

Cruise Control

Cruise control With steering wheel controls

Convenience Features

Driver foot rest

Yes
12V DC power outlet
2
Wireless phone connectivity
Bluetooth
\*Back-up alarm
Yes

Horn Dual electric \* Upfitter switches Yes

Door Lock Activation

\*Type Power \*Auto locking Yes

Instrumentation Type

Appearance Analog

Instrumentation Gauges

TachometerYesOil pressureYesEngine temperatureYesOil temperatureYesTransmission fluid tempYesEngine hour meterYes

Instrumentation Warnings

Oil pressureYesBatteryYesLights onYesKeyYesLow fuelYesDoor ajarYes

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2023 F-650 Gas SuperCab Base (X6A)

Price Level: 315

Selected Equip & Specs (cont'd) Service interval Transmission fluid temp Yes	Brake fluid Yes
Instrumentation Displays	
Clock In-radio display	
Instrumentation Feature	
Trip computer Yes Shift indicator PRNDM	Trip odometer Yes
Steering Wheel Type	
Material Urethane Telescoping Manual	Tilting Manual
Front Side Windows	
* Window 1st row activation Power	
Windows Rear Side	
2nd row activation Fixed	
Window Features	
*1-touch down Driver and passenger	*1-touch up Driver and passenger
Tinted Light	
Front Windshield Wiper Variable intermittent	Speed sensitive wipers Yes
Rear Windshield	Opeed sensitive wipers 103
Window Fixed	
Automatic Gearshift	
Location Steering column lever	
Interior	
Passenger Visor	
Mirror	
Headliner	
Coverage Full	Material Cloth
Floor Trim	
Coverage Full	Covering Vinyl/rubber
Trim Feature	•
Gear shifter material Urethane	
Lighting	
Dome light type Delay	Variable IP lighting Yes



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2023 F-650 Gas SuperCab Base (X6A)

Price Level: 315

### Selected Equip & Specs (cont'd)

Floor Console Storage			
Туре	Partial		
Storage			
* Driver door bin	Yes	Front Beverage holder(s)	Yes
Glove box	Yes	* Passenger door bin	Yes
Instrument panel	Bin	Dashboard	Yes
Legroom			
Front	41.4"	Rear	31.6"
Headroom			
Front	40.7"	Rear	38.1"
Hip Room			
Front	67.6"	Rear	67.3"
Shoulder Room			
Front	68.0"	Rear	68.1"

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Fremont Motor Company | 1731 West Main Street Lander Wyoming | 825203470

2023 F-650 Gas SuperCab Base (X6A)

Price Level: 315

As	Config	ured	Vehic	le
,				

Description

### Base Vehicle

Base Vehicle Price (X6A) \$63,730.00

#### General Info

Initial Order Date: TBA

### **Engines**

7.3L 2V DEVCT NA PFI V8 Gas - 350 HP @ 3900 rpm STD

Torque: 468 ft.lbs. @ 3900 rpm.

50-State Emissions N/C

Engine Block Heater, Phillips, 120 Volt/750 Watt \$60.00

### **Transmissions**

Ford TorqShift HD 6-Speed Automatic - Double Overdrive,

LESS PTO Provision and Tow/Haul

Transmission Power Take-Off Provision w/LiveDrive \$295.00
Capability and Tow/Haul

### Front Wheels & Tires

Wheels, Front 22.5x8.25 White Powder Coated Steel, 10-

Hole

(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.

Tires, Front Two 11R22.5G Goodyear Fuel Max RSA (497 rev/mile)

### Rear Wheels & Tires

Wheels, Rear 22.5x8.25 White Powder Coated Steel, 10-

Hole

(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.

Tires, Rear Four 11R22.5G Goodyear Fuel Max RSA (497 rev/mile)

### **Brakes**

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2023 F-650 Gas SuperCab Base (X6A)

Price Level: 315

### As Configured Vehicle (cont'd)

### Description

MSRP

STD

Hydraulic Brake System - Bosch HydroMax w/Traction

Control

Full power with automatic adjustment, 4-channel ABS antilock brake system. Includes 12" x 3" (Bosch) DSSA type rear axle mounted parking brake. Orscheln lever control, right of driver and hand operated park brake lever.

### Front Axle and Suspension

10,000 lb. Cap. Non-Driving - Dana E-1002l - I-Beam

\$685.00

Гуре

WARNING! The selection of this Axle may cause the GVWR to exceed 26,000 lbs., with CDL Implications.

Taper-Leaf Springs, Parabolic - 10,000 lb. Cap

\$125.00

2-leaf, 62" x 3.15". Also includes, standard duty, dual, double acting shock absorbers.

Front Stabilizer Bar

\$490.00

Lube, Front Axle, EmGard 50W, Synthetic Oil

\$50.00

### Rear Axle and Suspension

19,000 lb. Single-Speed - Dana S19-140

\$670.00

WARNING! The selection of this Axle may cause the GVWR to exceed 26,000 lbs., with CDL Implications.

Single reduction with Gentech Quiet Gears and 190 wheel ends. NOTE: When specifying an axle ratio, check performance guidelines for startability and gradeability.

Multi-Leaf Springs - 19,000 lb. Cap

STD

11-leaf. Includes 2,000 lb auxiliary springs for load stabilization.

Shock Absorbers, Rear - Double Acting

\$165.00

Lube, Rear Axle, EmGard 75W-90, Synthetic Oil

\$100.00

6.14 Axle Ratio

N/C

### Wheelbase

179" Wheelbase/84" CA/49" AF/267" OAL

STD

### Frame

Single Channel - Straight 'C' 12.64 SM, 50,000 PSI

STD

632,000 RBM. High strength low alloy steel; 10.125" x 3.062" x 0.312" (257.2mm x 77.8mm x 8.0mm)

#### Exhaust

Single, Horizontal Muffler - Frame Mounted Right Side Back of Cab w/Catalytic Converter STD



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2023 F-650 Gas SuperCab Base (X6A)

Price Level: 315

### As Configured Vehicle (cont'd)

Description

Downward facing, outlet tip.

#### **Fuel Tanks**

Fuel Tank - LH 50 Gallon - Steel

STD

#### Electrical / Alternator / Battery

Extra Heavy Duty Alternator - 12-Volt, 210 Amp Mitsubishi

Included

Extra heavy duty 12 Volt.

Jump Start Stud - Remote Mounted

\$90.00

Battery - One 900 CCA, Includes Steel Battery Box

STD

12Volt, Motorcraft.

Body Builder Wiring - At End of Frame, Combined - (ILO

\$135.00

Standard - Back of Cab Combined)

Includes sealed connectors for 2 ground circuits, with combined left/stop, combined right/stop, stop lamps, back up lamps. Also includes 2 additional pass through wires to cab.

Back-Up Alarm - Electric, 102 dBA

\$110.00

Daytime Running Lamps (Not Configurable)

\$25.00

Upfitter Interface Module

\$320.00

#### Seats

30/0/30 Fixed Driver & Fixed Passenger w/Consolette -

STD

Vinyl

60/40 Rear Bench Seat w/Bolster and Flip-Up Cushion

STD

Trim will match selected driver seat material.

#### Cab Interior

#### Preferred Equipment Package 600A

N/C

#### Includes:

- Bumper, Front Black, Full Width
- Wheel Seals, Front Oil lubricated, SKF ScotSeal PlusXL Seals
- Wheel Seals. Rear Oil lubricated, SKF ScotSeal PlusXL Seals
- Extra Heavy Duty Alternator 12-Volt, 210 Amp Mitsubishi
- Extra heavy duty 12 Volt.
- Painted Grille Plastic
- Lights Roof Marker/Clearance Amber Lenses, 5 Lights
- Tow Hooks, Front (2) Frame-Mounted. Painted Black
- Floor Covering Black Vinyl
- Intelligent Oil Life Monitor
- Steering Column Tilt / Telescoping
- Steering Wheel Black PVC w/Integral Cruise Control Switches, includes Audio Controls

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**Destination Charge** 

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Fremont Motor Company | 1731 West Main Street Lander Wyoming | 825203470

2023 F-650 Gas SuperCab Base (X6A)

Price Level: 315

File Level. 313	
As Configured Vehicle (cont'd)	
Description	MSRP
Power Equipment Group - (Included in (90A) Appearance Group)	\$470.00
Includes power front side windows, manual rear side windows, power door locks and door trim panel.	
Four Body Builder Switches - Mounted in Center Instrument Panel	\$125.00
With connector access located in engine compartment. Amperages vary by switch: 10, 15, 25, 25.	•
Pull Out Cup Holder For Two Cups - Instrument Panel Mounted	\$30.00
Radio: AM/FM Stereo w/2 Speakers, USB input, Clock Display and Bluetooth	STD
Cab Exterior	
Mirrors, Dual - Heated & Motorized Rectangular, XL2020 - 96" Width	\$245.00
Integral spot mirror, sail type, solid black finish.	
Mud Flap Holder Without Flaps	\$95.00
Miscellaneous	
Paint Type - Environmentally Friendly, "3 - Wet System"	STD
COV Required	N/C
Send a paper Certificate of Origin for a Vehicle (COV) for those states that file electronically - CA or MI.	
Fleet Options	
Net Invoice Fleet Option	\$0.00
Interior Color	
Gray	N/C
Exterior Color	
Oxford White	N/C
SUBTOTAL	\$68,015.00
Fuel Charge (12)	\$0.00

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\$2,095.00



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01/24/2022

Fremont Motor Company | 1731 West Main Street Lander Wyoming | 825203470

2023 F-650 Gas SuperCab Base (X6A)

Price Level: 315

### As Configured Vehicle (cont'd)

Description

TOTAL \$70,110.00

#### **Karl Florence**

From:

rpilcher@koisbrothers.com

Sent:

Saturday, January 22, 2022 1:36 PM

To:

frfleet@fremontmotors.com

Subject:

5 Yard Body

**Attachments:** 

DuraClass Warranty XXX.pdf; josinv\_22-17008\_61327 XXX.pdf; md\_lit pickup XXX.pdf;

pickup marked spe and lit XXX.pdf

Here you go Karl, Good luck, Roy



**Roy Pilcher** 

Northern Wyoming/Eastern Montana Serving Public Works, Solid Waste and Utilities Needs for over 50 Years!

rpilcher@koisbrothers.com

Cell 406-403-5321

Office 406-652-3975 Extension 112





#### LIMITED WARRANTY

Subject to the terms and conditions below, DuraClass warrants its dump body product against defects in material and factory workmanship, provided that the product is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety information. In circumstances where DuraClass sells a dump body product which is installed on a chassis by entities other than DuraClass, this limited warranty applies for a period of one year commencing from the date of first delivery of the dump body product to the end user. In circumstances where DuraClass installs a dump body product on a chassis, this limited warranty applies for a period of two years commencing from the date of first delivery of the product to the end user. This warranty is the sole and exclusive warranty given by DuraClass.

Exclusive remedy. During the limited warranty period, DuraClass will cause to be repaired or replaced, as it may elect, any part or parts of its dump body product that DuraClass' examination discloses to be defective in material or factory workmanship. This warranty is expressly limited to the replacement or repair at such a place as DuraClass may designate. Any parts of such products that are defective in material or factory workmanship shall be returned with transportation charges prepaid. In lieu of such a repair or replacement, DuraClass may elect to issue a credit or replacement for such products or parts. DuraClass will issue an authorization form to return defective products or parts to such a place as designated by it. No defective products or parts will be accepted without an accompanying authorization form. DuraClass will exercise their right to deny a warranty if these procedures are not strictly adhered to.

**Exclusions from Warranty**. This limited warranty shall not apply to (and DuraClass shall not be responsible for)

- Accessory products that are included in a customer order, but not manufactured by DuraClass (Roll tarps, PTO's, tool boxes, salt spreaders, lights, wiring, hoses & etc.) are covered by the accessory product manufacturer's warranty in effect at the time of delivery.
- 2. Any and all claims relating to the chassis, except for claims asserting some physical damage to the chassis caused during and as a direct result of Duraclass' installation of its truck body product on the chassis. In these circumstances, the terms and conditions of DuraClass' limited warranty, as described herein, shall apply to the extent any such damage was caused by faulty installation on the part of DuraClass.
- Paint/Primer required following repairs of replacement parts under warranty after one year from date warranty period begins.





- 4. Primer failure after 6 months from initial shipment to distributor.
- 5. Specific, non rust through and Paint/Primer warranty exclusions.
  - A. Products which have been used to carry corrosive materials, where such materials result in rust through conditions.
  - B. Products purchased by the first owner/user in prime paint condition exceeding 6 months from purchased date.
  - C. Rust on painted surfaces is not considered rust through.
  - D. Paint deterioration caused by chemical reactions including, but not limited to acid rain, industrial fallout, harsh road salt and/or chemicals.
  - E. Improper Cleaning & preparation of primer before final paint application.
  - F. Rock chips and road debris.
- 6. Diagnostic time
- 7. Travel time or rental unit
- 8. Repairs due inadequate diagnostics
- 9. Normal adjustments and maintenance services.
- 10. Normal wear parts.
- 11. Failures from the product being operated in a manner or for a purpose not intended or recommended by DuraClass.
- 12. Repairs, modifications or alterations without the express written consent of DuraClass, which in DuraClass' sole judgment, have adversely affected the product's stability, operation or reliability as originally designed and manufactured.
- Items subjected to misuse, negligence, accident (including accidental overloading), or improper maintenance.

NOTE: The use in the product of any part other than parts approved by DuraClass may invalidate this warranty. DuraClass reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make DuraClass liable for loss, damage, or injury of any kind to any person or entity resulting from any defect or failure in the product.



1425 Highway 25 N. Tishomingo, Mississippi 38873 800.255.4345 www.duraclass.com

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is also in lieu of all other obligations or liabilities, contractual, statutory or otherwise, on the part of DuraClass. For the avoidance of doubt, DuraClass shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. DuraClass makes no representation that its product or components thereof have the capacity to perform any functions other than as contained in DuraClass' written literature, catalogs or specifications and instructions accompanying delivery of the product. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or assume any other liability on behalf of DuraClass in connection with the sale, servicing or repair of any product manufactured by DuraClass.

Duraclass reserves the right to make improvements to any model or product without notice. This warranty supersedes all previous warranties written or implied and becomes void upon modifications not authorized by Duraclass.

Effective date: February 1, 2021

**EQUIPMENT COMPANY INC.** DENVER 5200 Colorado Blvd. Commerce City, CO 80022 Phone: 303-298-7370 Fax: 303-298-8527

BILLINGS 2107 Harnish Blvd. Billings, MT 59101 Phone: 406-652-3975 Fax: 406-652-3744

**GREAT FALLS** 1610 River Drive North Great Falls, MT 59401 Phone: 406-452-2757 Fax: 406-452-2799

DATE PAGE 01/20/22 OUOTE NO.

\*\*\* QUOTE

22-17008

SOLD TO:

CITY OF CODY ATTN: ROB KRAMER 120 19TH STREET CODY WY 82414

SHIP TO:

CITY OF CODY ATTN: ROB KRAMER 120 19TH STREET CODY WY 82414

CUSTOMER PO CUSTOMER NUM SHIP VIA SALESMAN TERMS CUSTOMER PHONE FOB/BID 3230 GROUND 307-587-2958 

Rob.

We are pleased to submit the following quotation for your consideration. The equipment we are providing is supplying the best possible solution to your equipment needs. We strive to give the highest quality of equipment so that your down time is minimalized. Please review the quote and let us know if there is anything we can change for you. Thank you for working with Kois Brothers Equipment Company. We look forward to meeting your needs.

Thank You, Roy Pilcher 406-403-5321

These prices are good for 60 days and are subject to steel surcharges that may occur if a purchase order is not written within that time Notifications of chassis hold up due to other manufacturing constraints must be clarified immediately of award. \*\*\*

PART NUMBER	DESCRIPTION	QTY ORD	UOM		
=======================================					
2432661	*5 YD SUPER CAB SINGLE AXLE	1.00	EA		
	Body ID Body OD Body Length Hoist Model Frame Style Crossmember Spacing Floor Style Front Style	53-96	O, DO TRAP	96 10 FT GHOUSE EZOIDAL MEMBERS CH BEVEL	

\*\*\* CONTINUED NEXT PAGE \*\*\*

### EQUIPMENT COMPANY INC.

DENVER 5200 Colorado Bivd. Commerce City, CO 80022 Phone: 303-298-7370 Fax: 303-298-8527

BILLINGS 2107 Harnish Bivd. Billings, MT 59101 Phone: 406-652-3975 Fax: 406-652-3744

**GREAT FALLS** GREAT FALLS
1610 River Drive North
Great Falls, MT 59401
Phone: 406-452-2757
Fax: 406-452-2799
DATE

**PAGE** 01/20/22

QUOTE NO. 22-17008 \*\*\*

2

\*\*\* QUOTE

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SHIP TO:

CITY OF CODY ATTN: ROB KRAMER 120 19TH STREET CODY WY 82414

CUSTOMER PO FOB/BID	CUSTOMER NUM 3230	SHIP VIA GROUND	<b>SALESMAN</b> 710	TERMS N30	CUSTOMER PHONE 307-587-2958
PART NUMBER	DESCRIPTION	=========		UOM	=======================================
	Rear Style Tailgate Style Front Height Side Height Fro Side Height Rea Rear Height Front Material Front Material Rear Material Rear Material Rear Material Side Baterial Side Material Rear Material Rear Material Side Bracing Slanted Brace (Overhang Asphalt Rear Rear Cornerpost Tailgate Releas Upper Tailgate Tailgate Bracin Coal Chute Coal Chute Loca Fender Left Front Lade Right Front Lade Right Rear Ladd Right Rear Ladd Lower Rail	ont	SHEET-10GA SHEET-10GA SHEET-10GA PL PLATE- H 3/4 T	STRAIG OUBLE ACTI3824303031 45K316 A572 0316 A572 01 HORIZO1 H	MIN MIN MIN M450 GR50 ONTAL

\*\*\* CONTINUED NEXT PAGE \*\*\*

# KOIS'

### **EQUIPMENT COMPANY INC.**

DENVER 5200 Colorado Blvd. Commerce City, CO 80022 Phone: 303-298-7370 Fax: 303-298-8527 BILLINGS 2107 Harnish Blvd. Billings, MT 59101 Phone: 406-652-3975 Fax: 406-652-3744 GREAT FALLS
1610 River Drive North
Great Falls, MT 59401
Phone: 406-452-2757
Fax: 406-452-2799
DATE

DATE 01/20/22 QUOTE NO. \*\*\* QUOTE PAGE 3 22-17008

SOLD TO:

CITY OF CODY ATTN: ROB KRAMER 120 19TH STREET CODY WY 82414 SHIP TO:

CITY OF CODY ATTN: ROB KRAMER 120 19TH STREET CODY WY 82414

CUSTOMER PO C FOB/BID 3	CUSTOMER NUM 230	SHIP VIA GROUND	SALESMAN 710	TERMS N30	
PART NUMBER	DESCRIPTION		QTY ORD	UOM	=== ===========
1547333	*FULL SIZE C/S	DURACLASS, 8GA.	1.00	EA	
1500154	*LED LIGHT KIT	LESS HARNESS	1.00	EA	
1500264	*DURACLASS WIRI	NG HARNESS	1.00	EA	
1500289	TAILGATE LOCK C	ĀĻ	1.00	EA	
2251825	*HPT53-90 HS7 C	YLINDER, BLK AR	1.00	EA	
1500292	*HPT53 QUICK MO	UNT MOUNTING KI	1.00	EA	
1500232	*HPT53 QM DURAC	LASSIC TRUNNION	1.00	EA	
1283750	*ASSEMBLY HINGE	REAR WELD LARG	1.00	EA	
1323169	*KIT BODY PROP	TBEI (STOCK	1.00	EA	
1116903	*6.2L-6.8L 124%	Gas 2016 - 201	1.00	EA	
1062669	*20 GAL FRAME M	OUNTED TANK	1.00	EA	
1084357	*FULL PORT 2" N	PT BRASS BALL V	1.00	EA	
1069169	*REMOTE VALVE C	ONTROL CONSOLE	1.00	EA	
1088582	*SINGLE AXIS WI	TH CENTER LOCK	1.00	EA	
1081846	*6 FT. RVC CABL	3	1.00	EA	

\*\*\* CONTINUED NEXT PAGE \*\*\*

# KOIS!

## EQUIPMENT COMPANY INC.

DENVER 5200 Colorado Blvd. Commerce City, CO 80022 Phone: 303-298-7370 Fax: 303-298-8527 BILLINGS 2107 Harnish Blvd. Billings, MT 59101 Phone: 406-652-3975 Fax: 406-652-3744 GREAT FALLS
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01/20/22 QUOTE NO.

4 22-17008

**PAGE** 

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CITY OF CODY ATTN: ROB KRAMER 120 19TH STREET CODY WY 82414

	USTOMER NUM 230	SHIP VIA GROUND	<b>SALESMAN</b> 710	TER N30	
PART NUMBER			QTY ORD	UOM	
100000					=======================================
1088595	*A20/VA20 FRONT	ENTRY CON.KIT	1.00	EA	
1090601	*DVA20 SERIES SI	NGLE SECT. VAL	1.00	EA	
REAR ASPHALT LIP	*7"		1.00	EA	
STEPS	*MOUNTED ON SIDE	OF BODY	1.00	EA	
01210	MOONTED ON SIDE	OF BODI	1.00	EA	
REAR PINTLE APRON	*FAB- W/ 45 TON	ноок	1.00	EA	
NETTER A DO	4770177				
MUDFLAPS	*FRONT AND REAR		1.00	EA	
BACKUP ALARM	*		1.00	EA	
AMBER LIGHTS	*FRONT AND REAR	BODY	1.00	EA	
HYDRAULIC OIL	*25 GALLONS		1.00	EA	
			1.00		
PAINTED	*TO MATCH CHASSI	S	1.00	EA	
SHOP SUPPLIES	SUPPLIES		1.00	EA	
SHOP SUPPLIES	HARDWARE, BOLTS,	WIRING. ETC.	1.00	EA	
MISC-LABOR	•		48.00	EA	
	FABRICATION AND	INSTALLATION			

All returned goods must be accompanied by invoice and are subject to handling charge after 30 days.

THANK YOU FOR ALLOWING US TO QUOTE THESE ITEMS. YOUR COST IS	TOTAL	35,967.00
OR CAUSES BEYOND OUR CONTROL. STENOGRAPHICAL AND CLERICAL ERRORS SUBJECT TO CORRECTION	-	
STANDARTDS ACT OF 1938 AS AMENDED. NOT RESPONSIBLE FOR TIMELOST DUE TO FIRES, STRIKES	Freight	3,800.00
BY THE LAST DAY OF THE MONTH IN WHICH IT IS DUE. WE ARE CONFORMING WITH THE FAIR LABOR	F.E.T.	0.00
A SERVICE CHARGE OF 2% PER MONTH, 24% PER ANNUM WILL BE ADDED TO ANY INVOICE NOT PAID.	Sales Tax	0.00
***NO RETURNS AFTER 90 DAYS***	Sub Total	32,167.00

MEETING DATE: 2/15/2022
DEPARTMENT: PUBLIC WORKS

PREPARED BY: ROB KRAMER

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

#### **AGENDA ITEM SUMMARY REPORT**

#### Bid 2021-14 for (1) New 2022 or Newer Single Axle Dump Truck and Dump Body

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

Consider approval of the award of Bid 2021-14 to Floyd's Truck Center for one 2023 Freightliner M2-106 with a Duraclass body, in the amount of \$119,534.00.

#### **SUMMARY OF INFORMATION**

The approved FY 2022 Budget includes funding for a new single axle dump truck to be utilized within the Electric Division.

Bid packets were sent to Kois Brothers, Floyd's Truck Center, Able Equipment, CMI-TECO, TriState Truck and Equipment, Istate Truck Center LLC, Northern Truck Equipment, Peterbilt of Wyoming.

Three bidders submitted six bids. These bids were opened on 1/25/2022.

CMI-TECO submitted one bid for one 2023 Mack Granite 42B with a Crysteel body, in the amount of \$128,627.00. This bid does not meet body specification A.1.

Floyd's Truck Center submitted three bids;

- 1. 2023 Freightliner M2-106 with a Crysteel body, in the amount of \$119,129.00. This bid does not meet body specification A.1.
- 2. 2023 Freightliner M2-106 with a Duraclass body, in the amount of \$119,534.00. This bid meets all body specifications.
- 3. 2023 Freightliner M2-106 with a Williamsen-Godwin body, in the amount of \$122,499.00. This bid does not meet body specifications A.1., B.2., and D.4.

Peterbilt of Wyoming submitted two bids;

- 1. 2023 Peterbilt 548 with a Crysteel body, in the amount of \$137,113.00. This bid does not meet body specification A.1.
- 2. 2023 Peterbilt 548 with a Duraclass body, in the amount of \$138,418.00. This bid meets all body specifications.

#### **FISCAL IMPACT**

The purchase of this equipment is funded in the approved FY 2022 Budget in the amount of \$125,000.00 within Capital Improvement Projects, Equipment and Machinery, from the Electric Enterprise Fund.

#### **ATTACHMENTS**

A	GEN	IDA	<b>ITEM</b>	NO.	
$\boldsymbol{\neg}$	$\cup$			110.	

1. Bid Packet 2021-14 completed by Floyd's Truck Center (submitted bid)

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

- 1. Jerry Williams, CMI-TECO, jerry@cmiteco.com
- 2. Kevin Chafee, Floyd's Truck Center, kchafee@floydstrucks.com
- 3. Travis Wilson, Peterbilt of Wyoming, travis@pbwyo.com

<b>AGENDA</b>	ITEM NO.	



## TABLE OF CONTENTS BID NO. 2021-14 (1) New 2022 or Newer Single Axle Dump Truck and Dump Body

#### **DOCUMENTS INCLUDED IN PACKET FOR BID NO 2021-14**

	<u>Pages</u>
1. ADVERTISEMENT FOR BID (ON THIS PAGE, BELOW) $\downarrow$	1
2. INSTRUCTION SHEET	2
3. BID PROPOSAL	3
4. SINGLE AXLE DUMP TRUCK SPECIFICATIONS	4-6
5. 6/8-YARD DUMP BODY SPECIFICATIONS	7-8

For more information: City of Cody 307-587-2958

#### Bid No. 2021-14

#### (1) New 2022 or Newer Single Axle Dump Truck and Dump Body

The City of Cody will receive sealed bids until 2:00 p.m., 1/25/2022 at Cody City Hall, 1338 Rumsey Avenue, P.O. Box 2200, Cody, Wyoming 82414, for (1) New 2022 or Newer Single Axle Dump Truck and Dump Body. All bids will be opened and read aloud at this time. Full bid details and specifications are included in the bid packet available by emailing <a href="mailto:kylieh@codywy.gov">kylieh@codywy.gov</a>. Direct any questions to Rob Kramer at 587-2958, option 2.

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

Dated this 4th day of January, 2022.

Cynthia Baker Administrative Services Officer

PUBLISH:

January 11th, 2022

January 18th, 2022



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Dated this 4th day of January, 2022.

Cynthia Baker Administrative Services Officer

**PUBLISH:** 

January 11th, 2022

January 18th, 2022



### INSTRUCTIONS: (1) New 2022 or Newer Single Axle Dump Truck and Dump Body BID REQUEST NUMBER 2021-14

The Bidder agrees to provide (1) New 2022 or Newer Single Axle Dump Truck and Dump Body free and clear of all liens of any kind, pursuant to the specifications and invitation to bid. The bidder shall complete every space in the Bid 2021-14 City of Cody Specifications Form on pages 4-8 to indicate that the item being bid is exactly as specified. All (no) responses shall be explained in detail on an attached sheet. Bids will be accepted for consideration on any make or model that is equal or superior to the specifications.

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

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

The offer made herein shall be binding for 60 days after the date of bid opening.

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

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

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

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

Bids are to be sealed and addressed to the City of Cody, 1338 Rumsey Avenue, P.O. Box 2200, Cody, Wyoming 82414 and shall be marked "Bid No. 2021-14, (1) New 2022 or Newer Single Axle Dump Truck and Dump Body" on the outside of the envelope.

The sealed bids must be returned to the City of Cody no later than 2:00 p.m. 1/25/2022. The bid opening will be held at that time at City Hall. The City reserves the right to reject any and/or all bids and further reserves the right to waive any informalities if deemed in the best interest of the City.

#### Bid Proposal Form

#### Bid No. 2021-14 (1) New 2022 or Newer Single Axle Dump Truck and Dump Body City of Cody, Wyoming

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



The undersigned Bidder agrees to provide (1) New 2022 or Newer Single Axle Dump

Truck and Dump Body, free and clear of all liens of any kind, pursuant to the specifications and invitation to bid.

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

**Bid Schedule Total Price** Quantity Unit Bid for: 2023 FREIGHTUNER M2-106 CHASSIS 534.00 DURACIASS BOOT INSTALLED BY KOIS Less trade if any: Net Total Bid

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

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

Date JANUARY ZS, 2022	Jhm Olfen
	Signature KEVIN CHAFEE
	Typed or Printed Name JACK'S TRUCK CENTER, INC dla FLOYD'S TRUCK CENTER- WY
	Company P.O. Box 1628
	Mailing Address  GILLETTE, WY 82717
	City, State and Zip Kchatee @ floydstrucks.com E-mail Address

#### City of Cody

Specifications for (1) New 2022 or Newer Single Axle Dump Truck
THE BIDDER SHALL COMPLETE EVERY SPACE BY PLACING A CHECK MARK
UNDER THE <u>YES</u> OR <u>NO</u> COLUMN TO INDICATE THAT THE ITEM BEING BID IS
EXACTLY AS SPECIFIED. ALL <u>NO</u> RESPONSES SHALL BE EXPLAINED IN DETAIL
ON AN ATTACHED SHEET.

A. <u>G</u>	ENERAL	YES	NO
1.	2022 Model Year or Newer Single Axle		,
2.	Wheel base to accommodate a 10' dump body.	X	
В. Е	RAME		
1.	Gross Vehicle Weight: 38,000 lbs. minimum	_X	
2.	Heavy-duty frame to equal or exceed specified GVW.	X	
3.	(2) Two front frame mounted two hooks.	X	
4.	(2) Two rear frame mounted tow hooks. (KOIS INSTALLED	X	-
5.	Receiver type pintle hitch, rated at 45 tons.	×	
C. <u>F</u>	RONT AXLE		
1.	Minimum, 12,000 lb. Front Axle	X	
2.	12,000 lb. Front Springs	×	
3.	Heavy duty front shock absorbers.	X	
4.	Front stabilizer bar.	_X	
D. <u>R</u>	EAR AXLE		
1.	26,000 lb. single speed rear axle.	$\sim$	
2.	Differential ratio to provide maximum speed of 75 mph.	×	
3.	Heavy duty shock absorbers. (NOT AN OPTION WITH	-	X
4.	Differential Lock  Differential Lock	X	
E. <u>T</u>	RANSMISSION		
1.	Automatic Transmission	X	
2.	Transmission oil cooler.	×	
3.	Transmission temperature gauge.	X	

F. <u>E</u> I	NGINE	YES	NO
1.	Diesel powered. Minimum 350 H.P., electronic controlled with a minimum of 1150 lbft-torque.	X	
2.	Two-stage air cleaner with outside air intake and air restriction indicator.	nX_	
3,	Heavy duty radiator.	X	
4.	1100 Volt. 1000-Watt (minimum) engine block heater.	×	
5.	Fuel/water separator with heater.	×	
6.	Antifreeze to -40 degrees below zero.	X	
7.	Engine to carry a minimum (2) two-year, unlimited mileage warranty.	X	
8.	Minimum 18.7 C.F.M. air compressor.	_X	
9.	Minimum 12 Volt, 160 AMP alternator.	X	
G. <u>BR</u>	AKE SYSTEM		
1.	Air, ABS-4-channel Bendix or equal.	X	
2.	Dual air pressure gauges.	_X	
3.	Parking brake shall have (2) two spring brake chambers and a dash mounted warning light.	X	
4.	Bendix or equivalent air dryer with heater.	X_	
5.	Low air pressure warning light and alarm.	X	
6.	Minimum of 16.5"x5" front cam type brakes.	X	
7.	Minimum of 16.5"x7" rear cam type brakes.	X	
8.	Rock guards on all brakes.	×	
9.	Rancor or equivalent thermostatically controlled automatic purge valve on primary air tank.	X	
10.	All other air tanks to have a manual drain valve with pull cable.	X	
11.	S-Cam type "Q" series front and rear brakes with automatic slack adjusters.	X	

H.EI	LECTRICAL SYSTEM	<u>YES</u>	NO
1.	(2) Two batteries with minimum of 1500 C.C.A.	X_	
2.	All lights and reflectors must conform to Wyoming and Federal D.O.T. regulations.	X	
3.	Electrical backup alarm.	X	_
4.	Battery disconnect switch, mounted near battery box.	X	_
5.	6-prong electrical plug shall be mounted at the rear of truck, within easy reach of the pintle hitch.	X_	
6.	Wiring harness with dash mounted switch to front of truck for auxiliary lighting. (BEACON SWITCH)	×	
I. <u>F</u> L	JEL TANK		
1.	(2) Two 50-gallon (minimum) fuel tanks, one mounted on each side of truck.	X	_
J. <u>C</u>	AB EXTERIOR		
1,	Grab handles, right and left side.	_X_	_
2.	Fully insulated cab.	X	-
3.	Dual 16"x7" heated mirrors, with remote.	_X_	_
4.	Tinted glass.	X	_
5.	Single color, "Bright White".	X_	-
к. с	AB INTERIOR		
1.	Heavy-duty floor mats.	X	_
2.	High output fresh air heater and defroster.	X	_
3.	Variable speed, w/intermittent electric windshield wipers, both sides.	X	
4.	Electric windows.	X	
5.	Factory installed air conditioning.	_x_	_
6.	Dual inside sun visors.	X	_
7	Interior dome light	V	

<u>C</u>	AB INTERIOR continued	YES	NO
8.	AM/FM radio with dual speakers.	_X_	-
9.	Cigarette lighter. (12 POWER SUPPLY 4 USB)	X	
10	. Oil pressure and engine temperature gauges with audible alarms.	X_	-
11	. Volt meter.	X	
12	. Engine hour meter.	X	
13	. Air pressure gauge w/audible low air warning.		
14	. Engine tachometer.		_
L. <u>v</u>	VHEELS AND TIRES		
1.	Wheels to be disc type, 22.5"x8.25", 10-hole.	X	
2.	Tires: Minimum 11R22.5 16 Ply rated, tubeless, all-season radial)	_X_	-
3.	Wheels to be painted same as cab.	X	
M. <u>N</u>	<u> IISCELLANEOUS</u>		
1.	(1) One complete set of manuals; repair, service, parts and operators.	_X_	
2.	Full factory warranty that applies to vehicle.	X	_
3.	(1) One copy of the dealer's order form showing the make, model and all equipment being bid.	X	
4.	Vehicle to be delivered to the lotion specified by the successful bidder of the dump box.	×	
5.	(3) Three sets of keys.	X_	_
6.	Bidder must state estimated time of delivery. BEST GOESS AT	JA	N 31, 2023
7.	the state of the s	X	

### City of Cody

#### Specifications for 6/8 Yard Dump Body

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

The dump body shall include, but not be limited to the following specifications,

Α. <u>(</u>	GENERAL	<b>YES</b>	<u>NO</u>
1.	New Duraclass SL, 6/8 cubic yard dump body.		
2.	Heavy-duty contractor body for use on single axle chassis.	X_	-
В. <u>І</u>	DIMENSIONS		
1.	10' Length, 6-8-yard capacity.	X	
2.	84" Width	X	204
3.	36" Side Height	X	
4.	Front head and cab shield to accommodate truck body.	X	
5.	36" End Height	X	-
С. <u>І</u>	FRONT REAR AND SIDES		
1.	Mud flaps and brackets for front and rear.	X	
2.	Step plate installed on each side of box over wheels.	X_	
3.	8" welded asphalt lip, 10-gauge.		
4.	10-gauge top rail and bottom rub rail.	X_	
5.	(2) Two 6" oval, rubber mounted LED lights, one amber, one red. Mounted one above the other in each of the rear corner posts.		
6.	All other lighting to conform to Wyoming and Federal D.O. regulations.	T. ×	
7.	½ cab 10-gauge hi-tensile steel cab protector.	_X_	
8.	Full depth, one-piece, front and rear corner posts.	X	

D.	FLOOR AND TAILGATE	<u>YES</u>	NO
	1. One-piece, 3/16" (AR400) abrasive resistant high strength steel floor.		-
	2. Air trip tailgate release w/cab mounted controller.		_
	3. 1 1/4" minimum diameter lower tailgate pins.		-
	4. 1 ½" minimum diameter upper tailgate pins.	X	
E.	HOIST		
	1. Single cylinder front mounted telescopic.	X	
F.	MISCELLANEOUS		
	1. Tailgate spreader chain kit (3/8" proof coil).	X	
	2. Wiring for standard dump body and 2 amber flashing lights front and rear on dump body.	, X	
	3. Body props, (2) two.	X	
G.	PAINT		
	1. Dump body to be painted the same "factory" color as truck	_X_	
Н.	PUMP		
	1. Force Hydraulic System	X	
	2. Transmission PTO	X	
I.	CAB MOUNTED CONTROLS		
	1. Air lever controls shall be used for hoist functions	X	

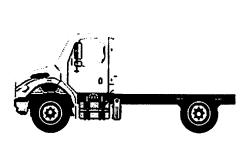
Prepared by:
Kevin Chafee
FLOYD'S TRUCK CENTER WY
6100 S. DOUGLAS HWY.
GILLETTE, WY 82718
Phone: 307-686-0608

## A proposal for **CODY CITY OF**

## Prepared by FLOYD'S TRUCK CENTER WY Kevin Chafee

Jan 24, 2022

### Freightliner M2 106 Chassis w/ Dump Box



Components shown may not reflect all spec'd options and are not to scale



Prepared by: Kevin Chafee FLOYD'S TRUCK CENTER WY 6100 S. DOUGLAS HWY. GILLETTE, WY 82718 Phone: 307-686-0608

#### SPECIFICATION PROPOSAL

	Data Code	Description	Weight Front	Weight Rear	Retail Price
Price Lev	vel				
F	PRL-26M	M2 PRL-26M (EFF:7/26/21)			STD
Data Ver	sion				
	DRL-032	SPECPRO21 DATA RELEASE VER 032			N/C
Interior C	Convenien	ce/Driver Retention Package			
(	055-004	INTERIOR CONVENIENCE PACKAGE WITH CB PROVISION			\$349.00
Vehicle (	Configurat	ion			1
(	001-172	M2 106 CONVENTIONAL CHASSIS	5,709	3,503	\$105,355.00
(	004-223	2023 MODEL YEAR SPECIFIED			STD
(	002-004	SET BACK AXLE - TRUCK			STD
(	019-001	TRAILER TOWING PROVISION AT END OF FRAME FOR TRUCK	10	10	\$1,027.00
(	003-001	LH PRIMARY STEERING LOCATION			STD
General :	Service				
P	AA1-003	TRUCK/TRAILER CONFIGURATION			N/C
A	AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)			N/C
A	A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE			N/C
A	484-1GM	GOVERNMENT BUSINESS SEGMENT			N/C
A	AA4-010	DIRT/SAND/ROCK COMMODITY			N/C
A	AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS			STD
A	AB1-008	MAXIMUM 8% EXPECTED GRADE			STD
A	AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE			STD
9	995-091	MEDIUM TRUCK WARRANTY			STD
P	A66-99D	EXPECTED FRONT AXLE(S) LOAD: 12000.0 lbs			
A	A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD: 26000.0 lbs			



Prepared by: Kevin Chafee FLOYD'S TRUCK CENTER WY 6100 S. DOUGLAS HWY. GILLETTE, WY 82718 Phone: 307-686-0608

Data Code	Description	Weight Front	Weight Rear	Retail Price
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 38000.0 lbs			
A70-99D	EXPECTED GROSS COMBINATION WEIGHT: 45000.0 lbs			
Truck Service				
AA3-004	END DUMP BODY			N/C
AF4-99D	EXPECTED EMPTY BODY WEIGHT: 5000.0 lbs			
A88-99D	EXPECTED TRUCK BODY LENGTH: 10.0 ft			
AF6-99D	EXP EMPTY BODY CG LOC FROM BODY FRT(A89): 4.0 ft			
AF3-1Y8	KOIS BROTHERS EQUIPMENT COMPANY, INC.			N/C
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES: 32.0 in			
Tractor Service				
AA2-001	VAN TRAILER			N/C
AH6-001	SINGLE (1) TRAILER			N/C
Engine			3 % 7	
101-3BR	CUM L9 360 HP @ 2200 RPM; 2200 GOV RPM, 1150 LB-FT @ 1200 RPM	640	30	\$16,665.00
Electronic Parame	ters			
79A-075	75 MPH ROAD SPEED LIMIT			N/C
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT			N/C
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED			N/C
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH			N/C
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND			N/C
79V-001	FUEL DOSING OF AFTERTREATMENT ENABLED IN PTO MODE-CLEANS HYDROCARBONS AT HIGH TEMPERATURES ONLY			N/C
80G-002	PTO MINIMUM RPM - 700			N/C
80J-001	REGEN INHIBIT SPEED THRESHOLD - 0 MPH			N/C
<b>Engine Equipment</b>				
99C-021	2010 EPA/CARB/GHG21 CONFIGURATION			STD
99D-010	NO 2008 CARB EMISSION CERTIFICATION			N/C
13E-001	STANDARD OIL PAN			STD
105-001	ENGINE MOUNTED OIL CHECK AND FILL			STD
014-1B5	SIDE OF HOOD AIR INTAKE WITH DONALDSON HIGH CAPACITY AIR CLEANER WITH SAFETY ELEMENT, FIREWALL MOUNTED			\$50.00

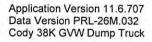
Application Version 11.6.707 Data Version PRL-26M.032 Cody 38K GVW Dump Truck



4	Data Code	Description	Weight Front	Weight Rear	Retail Price
	124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE			STD
	292-235	(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES	10		\$13.00
	290-017	BATTERY BOX FRAME MOUNTED			STD
	281-001	STANDARD BATTERY JUMPERS			STD
	282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB			STD
	291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN			STD
	289-001	NON-POLISHED BATTERY BOX COVER			STD
	87P-001	CAB AUXILIARY POWER CABLE	5		N/C
	293-060	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH WITH LOCKING PROVISION MOUNTED OUTBOARD DRIVER SEAT	10		\$195.00
	107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE			STD
	108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR			STD
	131-013	AIR COMPRESSOR DISCHARGE LINE			STD
	152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM			STD
	128-998	NO RETARDER/ENGINE BRAKE			(\$12.00)
	016-1C3	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE			STD
	28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH			N/C
	239-001	STANDARD EXHAUST SYSTEM LENGTH			STD
	237-052	RH STANDARD HORIZONTAL TAILPIPE			STD
	23U-001	6 GALLON DIESEL EXHAUST FLUID TANK			STD
	30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL			STD
	43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION			STD
	23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING			STD
	43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP			STD
	273-036	BORG WARNER (KYSOR) REAR AIR ON/OFF ENGINE FAN CLUTCH			N/C



Data Code	Description	Weight Front	Weight Rear	Retail Price
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED			STD
110-003	CUMMINS SPIN ON FUEL FILTER			STD
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER			N/C
266-013	1100 SQUARE INCH ALUMINUM RADIATOR	70		N/C
103-037	ANTIFREEZE TO -60F, ETHYLENE GLYCOL PRE- CHARGED SCA HEAVY DUTY COOLANT			\$10.00
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT			STD
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES			STD
270-016	RADIATOR DRAIN VALVE			STD
168-002	LOWER RADIATOR GUARD			STD
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4		\$92.00
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR			N/C
134-001	ALUMINUM FLYWHEEL HOUSING			STD
132-004	ELECTRIC GRID AIR INTAKE WARMER			STD
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH			N/C
Transmission				
342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60	\$6,785.00
Transmission Equi	pment			
343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV			N/C
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES			N/C
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			N/C
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			N/C
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS			STD





Application Version 11.6.707 Data Version PRL-26M.032 Cody 38K GVW Dump Truck Prepared by: Kevin Chafee FLOYD'S TRUCK CENTER WY 6100 S. DOUGLAS HWY. GILLETTE, WY 82718 Phone: 307-686-0608

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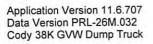
	Data Code	Description	Weight Front	Weight Rear	Retail Price
	84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
	84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
	84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
	84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
	84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED			STD
	84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES			STD
	353-026	VEHICLE INTERFACE WIRING CONNECTOR WITH PDM AND NO BLUNT CUTS, AT BACK OF CAB			\$574.00
	34C-001	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED			\$23.00
	362-823	CUSTOMER INSTALLED CHELSEA 280 SERIES PTO			N/C
	363-002	PTO MOUNTING, RH SIDE OF MAIN TRANSMISSION ALLISON & EATON FULLER			N/C
	341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN			STD
	345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED			N/C
	97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013			N/C
	370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK			STD
	346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK			N/C
	35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)			STD
Fre	ont Axle and Equ	uipment			
-	400-1A6	DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE			STE
	402-021	MERITOR 15X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			\$94.00
	403-002	NON-ASBESTOS FRONT BRAKE LINING			STE
	419-001	CAST IRON OUTBOARD FRONT BRAKE DRUMS			STE

FREIGHTLINER

Data	a Code	Description	Weight Front	Weight Rear	Retail Price
427-	-001	FRONT BRAKE DUST SHIELDS	5		\$49.00
409	-006	FRONT OIL SEALS			STD
408	-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL			STD
416	-022	STANDARD SPINDLE NUTS FOR ALL AXLES			STD
405	-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS			STD
536	-050	TRW THP-60 POWER STEERING			STD
539	-003	POWER STEERING PUMP			STD
534	-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR			STD
40T	-001	MINERAL SAE 80/90 FRONT AXLE LUBE			STD
Front Susp	ension				
620	-1F0	12,000# DUAL TAPERLEAF FRONT SUSPENSION	42		\$57.00
	-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION			STD
629	-004	FRONT SWAYBAR	60		\$464.00
410	-001	FRONT SHOCK ABSORBERS			STD
Rear Axle a	and Equ	ipment			
	)-022	RS-26-185 26,000# T-SERIES SINGLE REAR		255	\$6,114.00
421	-538	5.38 REAR AXLE RATIO			N/C
424	I-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING			STD
386	6-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	-20	-20	(\$421.00)
452	2-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		20	\$734.00
878	3-018	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE			N/C
87E	3-004	BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH			N/C
423	3-039	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR HEAVY DUTY BRAKE AND SHOES		40	(\$671.00)
433	3-002	NON-ASBESTOS REAR BRAKE LINING			STD
434	4-012	BRAKE CAMS AND CHAMBERS ON REAR SIDE OF DRIVE AXLE(S)			N/C
451	1-030	WEBB HEAVY WEIGHT CAST IRON REAR BRAKE DRUMS		80	N/C
425	5-002	REAR BRAKE DUST SHIELDS		5	\$65.00

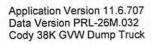


Data Code	Description	Weight Front	Weight Rear	Retail Price
440-006	REAR OIL SEALS			STE
426-100	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS			STE
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS			\$44.00
41T-001	MINERAL SAE 80/90 REAR AXLE LUBE			(\$134.00)
Rear Suspension				
622-1DC	26,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD		170	(\$899.00)
621-001	SPRING SUSPENSION - NO AXLE SPACERS			N/C
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP			N/C
623-005	FORE/AFT CONTROL RODS			N/C
Brake System				
018-002	AIR BRAKE PACKAGE			STE
490-100	WABCO 4S/4M ABS			N/C
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES			STI
904-001	FIBER BRAID PARKING BRAKE HOSE			STI
412-001	STANDARD BRAKE SYSTEM VALVES			STI
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM			STI
413-002	STD U.S. FRONT BRAKE VALVE			ST
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE			STI
480-009	BW AD-9 BRAKE LINE AIR DRYER WITH HEATER	20		N/
479-015	AIR DRYER FRAME MOUNTED			STI
460-001	STEEL AIR BRAKE RESERVOIRS			ST
477-008	BW DV-2 AUTO DRAIN VALVE WITH HEATER - WET TANK			\$66.0
<b>Trailer Connections</b>				
914-001	AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND NO DUST COVERS			N/
296-027	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR COMBINATION STOP/TURN, CENTER PIN POWERED THROUGH IGNITION WITH STOP SIGNAL PREWIRE PACKAGE			\$59.0
297-001	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME			N/
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT			N/
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT			N/





Data Code	Description	Weight Front	Weight Rear	Retail Price
Wheelbase & Frame				
545-380	3800MM (150 INCH) WHEELBASE			N/C
546-099	9/32X3-7/16X10-1/16 INCH STEEL FRAME (7.14MMX255.6MM/0.281X10.06 INCH) 120KSI	-240	40	(\$89.00)
552-133	1125MM (44 INCH) REAR FRAME OVERHANG			N/C
55W-004	FRAME OVERHANG RANGE: 41 INCH TO 50 INCH	10	-60	N/C
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA): 84.06 in			
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA): 81.06 in			
AE4-99D	CALC'D FRAME LENGTH - OVERALL: 223.3 in			
FSS-0LH	CALCULATED FRAME SPACE LH SIDE: 49.34 in			N/C
FSS-0RH	CALCULATED FRAME SPACE RH SIDE: 7.3 in			N/C
553-001	SQUARE END OF FRAME			STD
550-001	FRONT CLOSING CROSSMEMBER			STD
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER			STD
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION			STD
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)			STD
572-001	STANDARD REARMOST CROSSMEMBER			STD
565-001	STANDARD SUSPENSION CROSSMEMBER			STD
Chassis Equipmen	t			
556-1AN	THREE-PIECE 14 INCH STEEL CENTER BUMPER WITH FLEXIBLE PLASTIC ENDS			STD
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15		\$74.00
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE			STD
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS			STD
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS			STE
Fuel Tanks				
206-192	50 GALLON/189 LITER RECTANGULAR ALUMINUM FUEL TANK - RH	80	20	\$607.00
204-215	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	20		\$348.00
218-005	RECTANGULAR FUEL TANK(S)			STE
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS			STE





Data Code	Description	Weight Front	Weight Rear	Retail Price
212-014	LH FUEL TANK MOUNTED FORWARD, RH FUEL TANK MOUNTED AFT	-35	35	N/C
664-001	PLAIN STEP FINISH			STD
205-001	FUEL TANK CAP(S)			STD
122-1J1	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR, HAND PRIMER AND 12 VOLT PREHEATER"	-5		\$59.00
216-020	EQUIFLO INBOARD FUEL SYSTEM			STD
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE			STD
Tires				
093-1AX	MICHELIN XZE2 11R22.5 16 PLY RADIAL FRONT TIRES	24		(\$38.00)
094-0E3	MICHELIN XDS 12R22.5 16 PLY RADIAL REAR TIRES		156	\$968.00
Hubs				
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS			STD
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS			STD
Wheels				
502-523	MAXION WHEELS 90262 22.5X8.25 10-HUB PILOT 6.19 INSET 5-HAND STEEL DISC FRONT WHEELS	18		(\$4.00)
505-523	MAXION WHEELS 90262 22.5X8.25 10-HUB PILOT 5-HAND STEEL DISC REAR WHEELS		36	(\$8.00)
496-011	FRONT WHEEL MOUNTING NUTS			STE
497-011	REAR WHEEL MOUNTING NUTS			STE
495-998	NO PUSHER/TAG WHEEL MOUNTING NUTS			STE
Cab Exterior				
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB			STE
650-008	AIR CAB MOUNTING			\$97.00
678-001	LH AND RH GRAB HANDLES			STE
646-045	MOLD-IN COLOR GRILLE			STE
65X-011	MOLD-IN COLOR HOOD MOUNTED AIR INTAKE GRILLE			STE
644-004	FIBERGLASS HOOD			STE
726-001	SINGLE ELECTRIC HORN			STE
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME			STE



Data Code	Description	Weight Front	Weight Rear	Retail Price
78G-006	KEY QUANTITY OF 6			\$36.00
575-001	REAR LICENSE PLATE MOUNT END OF FRAME			STE
327-012	SWITCH, INDICATOR LIGHT AND WIRING FOR (2) CUSTOMER FURNISHED BEACONS			\$64.00
312-043	INTEGRAL HEADLIGHT/MARKER ASSEMBLY			STE
302-047	LED AERODYNAMIC MARKER LIGHTS			\$34.00
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS			STE
300-015	STANDARD FRONT TURN SIGNAL LAMPS			STE
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE			\$286.00
797-001	DOOR MOUNTED MIRRORS			STE
796-001	102 INCH EQUIPMENT WIDTH			STE
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS			N/C
729-001	STANDARD SIDE/REAR REFLECTORS			STE
768-043	63X14 INCH TINTED REAR WINDOW			STI
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS			STI
654-011	RH AND LH ELECTRIC POWERED WINDOWS	4		\$218.0
663-019	1-PIECE ROPED-IN SOLAR GREEN GLASS WINDSHIELD			\$22.0
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED			STI
Cab Interior				
707-1AK	OPAL GRAY VINYL INTERIOR			N/
706-016	MOLDED DOOR PANEL WITH UPPER VINYL INSERTS			N/
708-016	MOLDED DOOR PANEL WITH UPPER VINYL INSERTS			N/
772-006	BLACK MATS WITH SINGLE INSULATION			ST
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING			N/
694-010	IN DASH STORAGE BIN			ST
742-007	(2) CUP HOLDERS LH AND RH DASH			ST
680-006	GRAY/CHARCOAL FLAT DASH			N/
700-002	HEATER, DEFROSTER AND AIR CONDITIONER			ST
701-001	STANDARD HVAC DUCTING			ST
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH			ST



	Data Code	Description	Weight Front	Weight Rear	Retail Price
	170-015	STANDARD HEATER PLUMBING			STD
	130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR			STD
	702-002	BINARY CONTROL, R-134A			STD
	739-034	PREMIUM INSULATION			\$187.00
	285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES			STD
	280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM			STD
	324-011	DOME DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF			N/C
	655-005	LH AND RH ELECTRIC DOOR LOCKS			\$99.00
	284-101	(1) 12V POWER SUPPLY (1) DUAL 2.1 AMP USB CHARGER IN DASH			\$87.00
	756-033	FULL WIDTH BENCH SEAT	50		(\$4.00)
	760-998	NO FRONT PASSENGER SEAT	-30		N/C
	711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS			STD
	758-036	VINYL WITH VINYL INSERT DRIVER SEAT			STD
	763-101	BLACK SEAT BELTS			STD
	532-001	FIXED STEERING COLUMN			N/C
	540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL			N/C
	765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS			STD
Inst	ruments & Cor	ntrols			
	4CH-998	NO TEM INTFC, SW PKG, MUX, LWR DASH			N/C
	732-003	WOODGRAIN DRIVER INSTRUMENT PANEL			N/C
	734-003	WOODGRAIN CENTER INSTRUMENT PANEL			N/C
	870-001	BLACK GAUGE BEZELS			N/C
	486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM			STE
	840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES			N/C
	198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS			STE
	721-001	97 DB BACKUP ALARM		3	\$44.00
	149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL			N/C
	156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY			STI
	811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED			N/C



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	Data Code	Description	Weight Front	Weight Rear	Retail Price
-	160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH			STD
	844-001	2 INCH ELECTRIC FUEL GAUGE			STD
	148-003	PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE			N/C
	856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE			STD
	864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE			N/C
	830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY			STD
	372-035	(1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP	10		\$70.00
	852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE			STD
	679-001	OVERHEAD INSTRUMENT PANEL			STD
	746-136	AM/FM/WB WORLD TUNER RADIO WITH AUXILIARY INPUT, J1939	10		\$290.00
	747-001	DASH MOUNTED RADIO			N/C
	750-002	(2) RADIO SPEAKERS IN CAB			N/C
	753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF			\$47.00
	748-006	POWER AND GROUND WIRING PROVISION OVERHEAD			N/C
	749-016	CB WIRING ONLY TO ROOF/OVERHEAD CONSOLE; NO MOUNTING PROVISION			N/C
	810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER			STD
	817-001	STANDARD VEHICLE SPEED SENSOR			STD
	812-001	<b>ELECTRONIC 3000 RPM TACHOMETER</b>			STD
	162-011	IDLE LIMITER, ELECTRONIC ENGINE			N/C
	482-001	BW TRACTOR PROTECTION VALVE			N/C
	883-001	TRAILER HAND CONTROL BRAKE VALVE			N/C
	836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY			STD
	660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY			STD
	304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH			N/C
	882-004	TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR			N/C



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	Data Code	Description	Weight Front	Weight Rear	Retail Price
	299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE			N/C
	298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS			STD
Design	1				
	065-000	PAINT: ONE SOLID COLOR			STD
Color					
	980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY			STD
	986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT			STD
	962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)			STD
	966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)			STD
	964-6Z7	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX			STD
	963-003	STANDARD E COAT/UNDERCOATING			STD
Certific	cation / Com	pliance			
	996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS			STD
Raw P	erformance	Data			
	AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA): 81.06 in			
Sales I	rograms				
		NO SALES PROGRAMS HAVE BEEN SELECTED			

#### **Adjusted List Price**

Adjusted List Price \*\*

SUMMARY

\$140,241.00

Weight Summary			
	Weight	Weight	Total
	Front	Rear	Weight

TOTAL VEHICLE



Prepared by: Kevin Chafee FLOYD'S TRUCK CENTER WY 6100 S. DOUGLAS HWY. GILLETTE, WY 82718 Phone: 307-686-0608

Factory Weight <sup>+</sup>	6696 lbs	4383 lbs	11079 lbs
Total Weight <sup>+</sup>	6696 lbs	4383 lbs	11079 lbs

#### ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE

#### **Other Factory Charges**

PNZ-998	NO CARB22 BASE WARRANTY SURCHARGE	N/C
PMV-021	GHG21 ENHANCEMENT PRICE	\$510.00
RAG-020	CUMMINS TARIFF CHARGE - \$205	\$205.00
RFY-022	FRONT TIRE SURCHARGE	\$50.00
RFU-022	REAR TIRE SURCHARGE	\$100.00
RFZ-023	MY23 PRODUCTION COST SURCHARGE	\$2,900.00
P73-2FT	STANDARD DESTINATION CHARGE	\$2,700.00

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(\*\*\*) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.



<sup>(\*\*)</sup> Prices shown do not include taxes, fees, etc... "Net Equipment Selling Price" is located on the Quotation Details Proposal Report.

Prepared by: Kevin Chafee FLOYD'S TRUCK CENTER WY 6100 S. DOUGLAS HWY. GILLETTE, WY 82718 Phone: 307-686-0608

#### GVWR

VEHICLE SPECIFICATIONS SUMMARY - GVWR	
Model	M2106
Cab Size (829)	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Expected Front Axle(s) Load (lbs)	12000.0
Expected Pusher Axle(s) Load (lbs)	
Expected Rear Axle(s) Load (lbs)	
Expected Tag Axle(s) Load (lbs)	0.0
Expected GVW (lbs)	
Expected GCW (lbs)	45000.0
Front Axle (400) DETROIT DA-F-	-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
Front Suspension (620)	12,000# DUAL TAPERLEAF FRONT SUSPENSION
Front Hubs (418)	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS
Front Disc Wheels (502). MAXION WHEELS 90262 22.5X8.25 10-	HUB PILOT 6.19 INSET 5-HAND STEEL DISC FRONT WHEELS
Front Tires (093)	MICHELIN XZE2 11R22.5 16 PLY RADIAL FRONT TIRES
Front Brakes (402)MERITOR 15X5 Q+ CAST SPIDER CA	M FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
Steering Gear (536)	TRW THP-60 POWER STEERING
Rear Axle (420)	RS-26-185 26,000# T-SERIES SINGLE REAR AXLE
Rear Suspension (622)26,000# FLAT LEAF S	PRING REAR SUSPENSION WITH HELPER AND RADIUS ROD
Rear Hubs (450)	CONMET PRESET PLUS PREMIUM IRON REAR HUBS
Rear Disc Wheels (505) MAXION WHEELS 90262	22.5X8.25 10-HUB PILOT 5-HAND STEEL DISC REAR WHEELS
Rear Tires (094)	MICHELIN XDS 12R22.5 16 PLY RADIAL REAR TIRES
Rear Brakes (423) MERITOR 16.5X7 Q+ CAST SPIDER CAM SHOES	
Pusher / Tag Axle (443)	NO PUSHER OR TAG AXLE
Pusher / Tag Suspension (626)	NO PUSHER OR TAG SUSPENSION
Pusher / Tag Hubs (449)	NO PUSHER OR TAG HUBS
Pusher/Tag Disc Wheels (509)	NO PUSHER/TAG DISC WHEELS
Pusher / Tag Tires (095)	NO PUSHER/TAG TIRES
Pusher / Tag Brakes (456)	NO PUSHER/TAG BRAKES

#### **TABLE SUMMARY - GVWR**



Prepared by: Kevin Chafee FLOYD'S TRUCK CENTER WY 6100 S. DOUGLAS HWY. GILLETTE, WY 82718 Phone: 307-686-0608

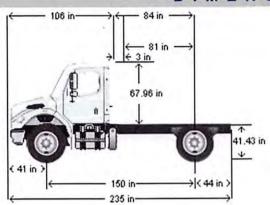
	Front	Rear
	Axle Component Weight Ratings	
Axles	12000	26000
Suspension	12000	26000
Hubs	14700	26000
Brakes	14002	26000
Wheels	14800	29600
Tires	13220	27120
Power Steering	13300	N/A
GAWR (per axle)	12000	26000
GAWR (per axle system)	12000	26000
Expected Load (per axle system)	12000	26000
GVWR due to Frame	90000	
GVWR due to Transmission	80000	
	Vehicle GVWR Summary	
Calculated GVWR	38000	
Expected GVWR	38000	
	All weights displayed in pounds	

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



Prepared by: Kevin Chafee FLOYD'S TRUCK CENTER WY 6100 S. DOUGLAS HWY. GILLETTE, WY 82718 Phone: 307-686-0608

#### DIMENSIONS



#### **VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS**

Model	
Wheelbase (545)	3800MM (150 INCH) WHEELBASE
Rear Frame Overhang (552)	1125MM (44 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	NO FIFTH WHEEL
Mounting Location (577)	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in)	0
Maximum Rearward Position (in)	0
Amount of Slide Travel (in)	0
Slide Increment (in)	0
Desired Slide Position (in)	
Cab Size (829)	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682)	
Exhaust System (016)RH OUTBOARD UNDE WITH RH HORIZONTAL TAIL PIPE	R STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY

#### **TABLE SUMMARY - DIMENSIONS**



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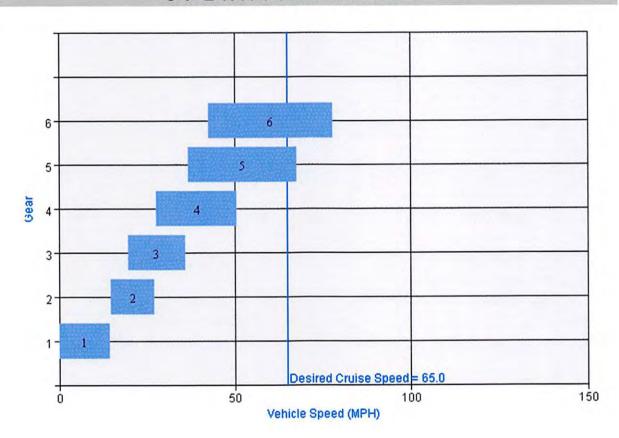
Dimensions	Inches	
Bumper to Back of Cab (BBC)	106.3	
Bumper to Centerline of Front Axle (BA)	40.7	
Min. Cab to Body Clearance (CB)	3.0	
Back of Cab to Centerline of Rear Axle(s) (CA)	84.1	
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	81.1	
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0	
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0	
Back of Cab Protrusions (CNG Tank)	0.0	
Back of Cab Clearance (CL)	3.0	
Back of Cab to End of Frame	128.4	
Cab Height (CH)	68.0	
Wheelbase (WB)	149.6	
Frame Overhang (OH)	44.3	
Overall Frame Length	223.3	
Overall Length (OAL)	234.7	
Rear Axle Spacing	0.0	
Unladen Frame Height at Centerline of Rear Axle	41.4	

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



Prepared by: Kevin Chafee FLOYD'S TRUCK CENTER WY 6100 S. DOUGLAS HWY. GILLETTE, WY 82718 Phone: 307-686-0608

#### OPERATING RANGE



#### VEHICLE SPECIFICATIONS SUMMARY - OPERATING RANGE

	M2106
Cab Size (829)	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Desired Cruise Speed (mph)	65.0
Engine (101)	CUM L9 360 HP @ 2200 RPM; 2200 GOV RPM, 1150 LB-FT @ 1200 RPM
Governed RPM	



Prepared by: Kevin Chafee FLOYD'S TRUCK CENTER WY 6100 S. DOUGLAS HWY. GILLETTE, WY 82718 Phone: 307-686-0608

Transmission (342)	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
Gear Ratio: LL	N/A
Gear Ratio: L	
Gear Ratio: 1	
Gear Ratio: 2	
Gear Ratio: 3	1.41
Gear Ratio: 4	1
Gear Ratio: 5	0.75
Gear Ratio: 6	
Gear Ratio: 7	N/A
Gear Ratio: 8	N/A
Gear Ratio: 9	N/A
Gear Ratio: 10	N/A
Gear Ratio: 11	N/A
Gear Ratio: 12	N/A
Gear Ratio: 13	N/A
Gear Ratio: 14	N/A
Gear Ratio: 15	N/A
Gear Ratio: 16	
Gear Ratio: 17	N/A
Gear Ratio: 18	
Auxiliary Transmission (352)	
Low Gear Ratio	N/A
High Gear Ratio	
Transfer Case (373)	NO TRANSFER CASE
Low Gear Ratio	
High Gear Ratio	
Rear Axle (420)	RS-26-185 26,000# T-SERIES SINGLE REAR AXLE
Number of Speeds	1
Rear Axle Gear Ratio(s)	5.38 REAR AXLE RATIO
Rear Tires (094)	MICHELIN XDS 12R22.5 16 PLY RADIAL REAR TIRES
Revolutions per Mile	484

#### **TABLE SUMMARY - OPERATING RANGE**

Transmission Gear	Transmission Gear Ratio	Rear Axle Ratio	Overall Gear Ratio	Minimum Speed (MPH)	Maximum Speed (MPH)
1	3.49	5.38	18.78	0	14.5
2	1.86	5.38	10.01	14.9	27.3
3	1.41	5.38	7.59	19.6	36.0
4	1.00	5.38	5.38	27.7	50.7
5	0.75	5.38	4.04	36.9	67.6
6	0.65	5.38	3.50	42.5	78.0



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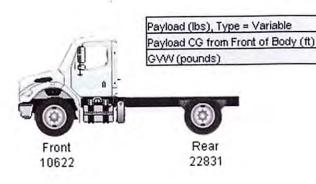
Prepared by: Kevin Chafee FLOYD'S TRUCK CENTER WY 6100 S. DOUGLAS HWY. GILLETTE, WY 82718 Phone: 307-686-0608

#### TRUCK WEIGHT

16100

33453

5.0



#### VEHICLE SPECIFICATIONS SUMMARY - TRUCK WEIGHT

Model	M2106
Cab Size (820)	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Expected Front Ayle(s) Load (lhs)	12000.0
Expected Profit Axie(s) Load (lbs)	0.0
Expected Pasi Axie(s) Load (lbs)	
Expected Tag Ayle(s) Load (lbs)	0.0
Expected CVAN (lbs)	38000
Expected CCM (lbs)	45000.0
Wheelbase (545)	3800MM (150 INCH) WHEELBASE
Wheelbase (345)	NO PUSHER OR TAG AXLE
Fusher / Tag Axie (445)	
Front Axie to Back of Cab (III)	3.0
Cab to Body Clearance (in)	68.551
Front Axle to Body (in)	
Truck Configuration (AA3)	END DUMP BODY
Body Length (ft)	
Body Weight (lbs)	5000.0
Body Horiz CG from Body Front (ft)	4.0
Body Front to Rear Axle(s) CL (ft)	6.75
Driver Weight (lbs)	
Driver Horizontal CG from Front Axle (in)	46.302
Left-Hand Primary Fuel/Hydraulic Tank (204) 50 GA	ALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH
Loff Fuel Tank Harizontal CG (in)	
Pight Hand Primary Fuel/Hydraulic Tank (206)	50 GALLON/189 LITER RECTANGULAR ALUMINUM FUEL TANK - RH
Right Fuel Tank Horizontal CG (in)	129.961



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#### **TABLE SUMMARY - TRUCK WEIGHT**

Item	Front(s)	Rear(s)	Total
Chassis Tare	6696	4383	11079
Fuel / Oil	210	564	774
Driver	345	155	500
Dealer Installed Options	0	0	0
Accessories Total	0	0	0
Body Tare	1105	3895	5000
Truck Tare Weight	8356	8997	17353
Dirt	2266	13834	16100
Payload Total	2266	13834	16100
Calculated Axle Loads	10622	22831	33453
Expected Axle Loads / GVW	12000	26000	45000
GAWR / GVWR	12000	26000	38000
Payload CG From Front of Body		5 feet	
Payload CG From Front Axle		10.7 feet	
Payload Distribution		Variable	
All v	eights displayed in pounds		

Item	Front(s)	Rear(s)	Total
Chassis Tare	6696	4383	11079
Fuel / Oil	210	564	774
Driver	345	155	500
Dealer Installed Options	0	0	0
Accessories Total	0	0	0
Body Tare	1105	3895	5000
Truck Tare Weight	8356	8997	17353
Payload Total	2266	13834	16100
Calculated Axle Loads	10622	22831	33453
Expected Axle Loads / GVW	12000	26000	45000
GAWR / GVWR	12000	26000	38000
Payload CG From Front of Body		5 feet	
Payload CG From Front Axle		10.7 feet	
Payload Distribution		Variable	
All v	weights displayed in pounds		



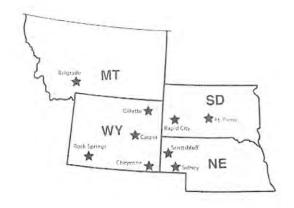
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Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.





#### Nebraska | Wyoming | South Dakota | Montana



January 24, 2022

City of Cody 1338 Rumsey Cody, WY 82414

Attn: Rob Kramer

Ref: Options not specified in minimum bid specs that you might consider adding to order

1.	Positive and negative posts for jumps tart located on frame next to starter	\$88.00
2.	C-brake by Jacobs with Low/Off/High braking dash switch	\$2,553.00
3.	RH Outboard under step mounted horizontal aftertreatment system assembly	
	With RH B-pillar mounted vertical tailpipe	\$823.00
4.	Phillips-Tempro 150watt/125 volt oil preheater	\$117.00
5.	Synthetic lube in lieu of organic oil in axles	\$151.00
6.	Three-piece steel bumper with collapsible ends	\$65.00
7.	Non-removable bugscreen mounted behind grille	\$36.00
8.	Single 14" round polished air horn roof mounted	\$108.00
9.	LED taillights	\$153.00
10.	White winterfront	\$35.00
11.	Aluminum kickplates on bottom interior of doors	\$81.00
12.	Ball shut-off valves on heater lines under hood	\$40.00
13.	Air ride drivers seat w/ two-man fixed passenger seat w/arm rest on drivers	
	Seat	\$609.00
14.	Cloth seats in lieu of vinyl seat	\$60.00
15.	Seat belt indicator light and alarm	\$21.00
	Tiltetelescopic steering column	\$478.00

Please let me know if you have any questions about what was bid in lieu of these above options.

Thanks

Kevin Chafee





**EQUIPMENT COMPANY INC.** 

DENVER 5200 Colorado Blvd. Commerce City, CO 80022 Phone: 303-298-7370 Fax: 303-298-8527

BILLINGS 2107 Harnish Blvd. Billings, MT \$9101 Phone: 406-652-3975 Fax: 406-652-3744

1610 River Drive North Great Falls, MT 59401 Phone: 406-452-2757 Fax: 406-452-2799

DATE 01/20/22 QUOTE NO.

\*\*\* QUOTE

**PAGE** 

22-17009 \*\*\*

SOLD TO:

CITY OF CODY ATTN: ROB KRAMER 120 19TH STREET CODY WY 82414

SHIP TO:

CITY OF CODY ATTN: ROB KRAMER 120 19TH STREET CODY WY 82414

CUSTOMER PO FOB/BID

CUSTOMER NUM 3230

SHIP VIA GROUND

SALESMAN TERMS 710

И30

CUSTOMER PHONE

307-587-2958 

We are pleased to submit the following quotation for your consideration. The equipment we are providing is supplying the best possible solution to your equipment needs. We strive to give the highest quality of equipment so that your down time is minimalized. Please review the quote and let us know if there is anything we can change for you. Thank you for working with Kois Brothers Equipment Company. We look forward to meeting your needs.

Thank You, Roy Pilcher 706-403-5321

These prices are good for 60 days and are subject to steel surcharges that may occur if a purchase order is not written within that time frame. Notifications of chassis hold up due to other manufacturing constraints must be clarified immediately of award.

PART NUMBER	DESCRIPTION	QTY ORD	UOM		
2432662	*8 YD SINGLE AXLE DUMP BODY	1.00	EA		
	Body ID			84	
	Body OD				
	Body Length				
	Hoist Model				
	Frame Style		TRAL	EZOIDAL	
	Crossmember Spacing				
	Floor Style				
	Front Style				
	•				

\*\*\* CONTINUED NEXT PAGE \*\*\*

# EQUIPMENT COMPANY INC.

5200 Colorado Blvd. Commerce City, CO 80022 Phone: 303-298-7370 Fax: 303-298-8527

2107 Harnish Blvd. Billings, MT 59101 Phone: 406-652-3975 Fax: 406-652-3744

1610 River Drive North Great Falls, MT 59401 Phone: 406-452-2757 Fax: 406-452-2799

DATE 01/20/22 PAGE 2

QUOTE NO. 22-17009 \*\*\* QUOTE \*\*\*

SOLD TO:

CITY OF CODY ATTN: ROB KRAMER 120 19TH STREET CODY WY 82414

SHIP TO:

CITY OF CODY ATTN: ROB KRAMER 120 19TH STREET CODY WY 82414

CUSTOMER PO FOB/BID	CUSTOMER NUM 3230	SHIP VIA GROUND	SALESMAN 710	TERMS N30	CUSTOMER PHON 307-587-2958
ART NUMBER	DESCRIPTION		QTY ORD	UOM	
	Rear Style				
	Tailgate Style	·		OUBLE ACTI	NG
	•				
	Side Height Fr	ont		36	
	_	ear			
	<del>-</del>				
		<i></i>			
		erial			GR50
		t Material			
		erial			
					ONTAL
		Quantity			
		st Width			100
	Tailgate Relea	se Style	2/4 6	.AIR W/GRE	ASE DIAME
		Hardware			
		ing Style			ONIAL
		/le			
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# EQUIPMENT COMPANY INC. DENVER BILLINGS GREAT FALLS

DENVER 5200 Colorado Blvd. Commerce City, CO 80022 Phone: 303-298-7370 Fax: 303-298-8527 2107 Harnish Blvd. Billings, MT 59101 Phone: 406-652-3975 Fax: 406-652-3744

GREAT FALLS
1610 River Drive North
Great Falls, MT 59401
Phone: 406-452-2757
Fax: 406-452-2799
DATE

01/20/22 QUOTE NO. \*\*\* QUOTE PAGE 3 22-17009

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SOLD TO:

CITY OF CODY ATTN: ROB KRAMER 120 19TH STREET CODY WY 82414 SHIP TO:

CITY OF CODY ATTN: ROB KRAMER 120 19TH STREET CODY WY 82414

CUSTOMER PO FOB/BID	CUSTOMER NUM 3230	SHIP VIA GROUND	SALESMAN 710	N30	<b>CUSTOMER PHONE</b> 307-587-2958
PART NUMBER			QTY ORD	UOM	
		Light Cutouts		JAL + MARKER	
1500169	*1/2 SIZE C/S D	DURACLASS, 10GA.	1.00	EA	
1500154	*LED LIGHT KIT	LESS HARNESS	1.00	EA	
1500264	*DURACLASS WIRI	NG HARNESS	1.00	EΛ	
1500289	TAILGATE LOCK C	YL	1.00	FA	
251825	*HPT53-90 HS7 C	YLINDER, BLK AR	1.00	EA	
1500292	*HPT53 QUICK MC	OUNT MOUNTING KI	1.00	EA	
1500232	*HPT53 QM DURAC	LASSIC TRUNNION	1.00	EA	
1283750	*ASSEMBLY HINGE	REAR WELD LARG	1.00	EA	
1323169	*KIT BODY PROP	TBEI (STOCK	1.00	EA	
1090778	*12V ELECTRIC H	YD HOTSHIFT PTO	1.00	EA	
1155099	*SINGLE ACTING	DUMP CYLINDER	1.00	EA	
1158350	*3000 SERIES LE	FT SIDE ONLY BR	1.00	EA	
1062687	*30 GAL UPRIGHT	TANK	1.00	EA	
1084357	*FULL PORT 2" N	IPT BRASS BALL V	1.00	EA	
1097272	*DUMP AIR CONTE	ROL W/ CONSOLE	1.00	Eλ	
	*** CONTINUED N	NEXT PAGE ***			



EQUIPMENT COMPANY INC. DENVER

5200 Colorado Rivd.

BILLINGS

2107 Harnish Blvd. Billings, MT 59101 Phone: 406-652-3745 Fax: 406-652-3744

DATE 01/20/22 PAGE

4 22-17009 \*\*\*

OUOTE NO. \*\*\* QUOTE

SOLD TO:

CITY OF CODY ATTN: ROB KRAMER 120 19TH STREET CODY WY 82414

SHIP TO:

CITY OF CODY ATTN: ROB KRAMER 120 19TH STREET CODY WY 82414

CUSTOMER PO FOB/BID		HIP VIA ROUND	SALESMAN 710	TERMS N30	CUSTOMER PHONE 307-587-2958
PART NUMBER	DESCRIPTION		QTY ORD	UOM	
REAR ASPHALT LIP	*7"		1.00	EA =====	
STEPS	*MOUNTED ON SIDE C	F BODY	1.00	EA	
REAR PINTLE APRON	*FAB- W/ 45 TON HC	ЮК	1.00	EA	
MUDFLAPS	*FRONT AND REAR		1.00	EA	
BACKUP ALARM	*		1.00	EA	
AMBER LIGHTS	*FRONT AND REAR BO	DDY	1.00	EA	
HYDRAULIC OIL	*35 GALLONS		1.00	EA	
PAINTED	*TO MATCH CHASSIS		1.00	EA	
SHOP SUPPLIES	SUPPLIES		1.00	EA	
MISC-LABOR	HARDWARE, BOLTS, W LABOR FOR MFG FABRICATION AND IN		48.00	EA	

All returned goods must be accompanied by invoice and are subject to handling charge after 30 days.

\*\*\* HO RETURNS AFTER 90 DAYS\*\*\*

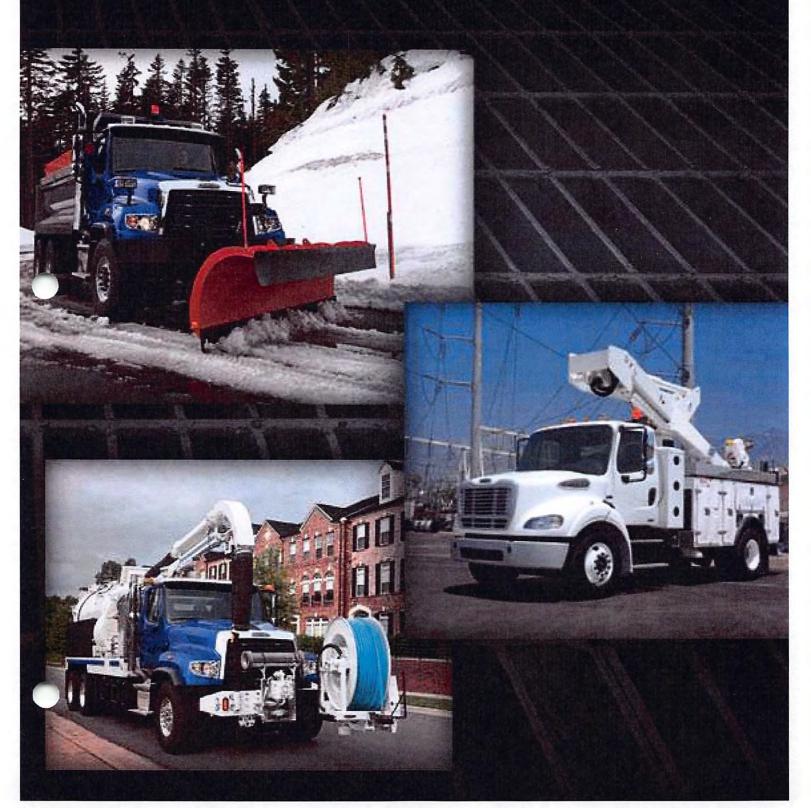
A SERVICE CHARGE OF 2' PER MONTH, 24' PER ANNUM WILL BE ADDED TO AMY INVOICE NOT PAID. BY THE LAST DAY OF THE MONTH IN WEIGH IT IS DUE. WE ARE CONFORMING WITH THE FAIR LABOR MANDARTOD ACT OF 1938 AS AMENDED. NOT RESPONSIBLE FOR TIMELOST DUE TO FIRED, STRIKED OR CAUSES BEYOND OUR CONTROL. STENOGRAPHICAL AND CLERICAL EFFORD SUBJECT TO CORRECTION THANK YOU FOR ALLOWING US TO QUOTE THESE ITEMS. YOUR COST IS

Sub Total Sales Tax F.E.T. Freight

TOTAL



# FREIGHTLINER TRUCKS GOVERNMENT & MUNICIPALITY



# • YOU CAN JUST WORK HARD. OR YOU CAN WORK SMART.



114SD Set-forward Axle

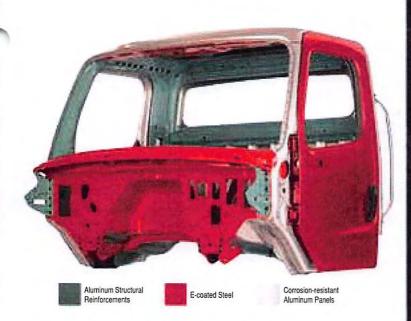
Fixing roads, plowing snow and responding to emergencies are all in a day's work. And citizens depend on their government to be prepared for these jobs and more. So wouldn't it be nice to have a fleet of tough and dependable trucks?

At Freightliner Trucks, we understand the pressure and responsibility you face. That's why we design and build trucks that not only perform their jobs well, they're ready for work every day. In fact, we offer a complete range of vehicles, from the dependable M2 106 and M2 112 to our lineup of Severe Duty trucks. The 108SD and 114SD offer all the features you would

expect: front frame extensions and radiator-mounted grilles for bumper-mounted attachments; front and rear engine power take-offs; and body-specific chassis layouts that give Truck Equipment Manufacturers (TEMs) the flexibility they need. And if you need something bigger, ask about the Freightliner 122SD. It excels in heavy-haul situations and is perfect for transporting dozers, loaders, generators and oversize loads. Simply put, Freightliner offers versatile trucks that can handle a wide range of functions with superior performance and efficiency. They don't just work hard. They work smart.

#### **BUILT TOUGH TO WORK SMART.**

We've applied sophisticated engineering to the structural elements of our work trucks. For starters, our cabs are lightweight, yet extremely tough. Corrosion-resistant aluminum is reinforced with e-coated steel and assembled to precise manufacturing tolerances with Henrob rivets and welded construction. This process produces a durable and safe cab that meets stringent A-pillar impact, rollover and back wall impact tests. Plus, the chassis includes a robust backbone with a complete offering of single- and double-channel frame rails. The result is a tensile strength of up to 120,000 psi and an RBM ratio up to 4.4 million inch-pounds per rail. This means our trucks can handle whatever your municipality requires, day after day and year after year.



- · Corrugated floor, roof and back-of-cab panels for added strength
- · Meets Swedish A-pillar test standards and SAE J2422 roof strength requirements
- · Available in day cab, extended cab or 4-door crew cab configurations
- · 2,500 square-inch one-piece windshield for outstanding job site visibility
- · Wide door openings with low step-in height for safe entry and exit
- · Steel firewall for solid mounting of dash panel and driver controls







Components, systems and entire vehicles are subjected to an array of virtual and physical tests to ensure our trucks deliver the expected function, performance and reliability.

# WE'VE ASSEMBLED A TOUGH CREW WITH A READY-TO-WORK ATTITUDE.





#### M<sub>2</sub> 106

# SO MANY JOBS. ONE AMAZING TRUCK.

The Freightliner M2 106 is one of the most versatile trucks on the road. This medium-duty vehicle comes standard with a powerful yet fuel-efficient Cummins ISB or optional ISL engine for increased efficiency through great fuel economy and easy maintenance. Working in a challenging environment requires a truck that's agile and easy to drive, which is why the M2 was engineered with a turning radius that is one of the tightest in the industry. And its automatic transmission is easy on new and experienced drivers alike.

Because driver comfort is key for maximum driver performance, this truck features a spacious cab with low step-in height, an advanced heating and cooling system and a smooth, quiet ride. With a multiplex wiring system, clear frame rails and a variety of exhaust packages, you can get the configuration you need for the job at hand.

- · Ideal for utility, stakebed and refuse applications
- · GVWR up to 56,000 pounds
- · Horsepower from 200 350 hp
- · Torque ratings up to 1000 lb-ft

#### 108SD

# RUGGED AND VERSATILE WORK WELL TOGETHER.

The Freightliner 108SD set-back axle delivers a new level of performance and reliability. With its aluminum cab, 108-inch BBC, 42-inch set-back axle position and tilt hood with radiator-mounted stationary grille, this truck is the ideal vehicle for a municipal fleet. The 108SD comes standard with the Cummins ISL or optional ISB engine for excellent fuel economy and easy maintenance. Up to a 50-degree wheel cut means excellent maneuverability, even in the tightest streets. And, with our mid-chassis packaging, the 108SD is an easy body upfit.

- Ideal for sewer vacuum, tandem dump trucks and refuse applications
- · GVWR up to 79,000 pounds
- Horsepower from 200 380 hp\*
- · Torque ratings up to 1250 lb-ft

\* 400 hp ratings available for approved applications







#### M2 112

# FOR WHATEVER WORK YOU NEED DONE.

The dependable, reliable M2 112 is another high-performing Freightliner work truck, engineered with the kind of power to make a positive impact on your fleet's productivity. You can have it powered by a Cummins ISL, Cummins Westport ISL G (natural gas), or a Detroit™ DD13® engine with BlueTec® SCR emissions technology. It features a multiplex wiring system and a variety of horizontally-mounted exhausts, so you can get the configuration you want without affecting your bottom line. And, with more custom options and safety features than ever before, the M2 112 is a smart choice for your community.

- Ideal for tractor, fire/emergency service and refuse applications
- · GVWR up to 62,000 pounds
- · GCWR up to 80,000 pounds
- · Horsepower from 260 470 hp
- · Torque ratings up to 1650 lb-ft

#### 114SD

# HANDLES DUMPING, PLOWING AND HEAVY LIFTING.

The Freightliner 114SD features a 114-inch BBC and is available as a set-forward axle or set-back axle. The weight-optimized design of the workhorse 114SD keeps pace with your increasing demands and tough challenges. A range of options, including axles, frames and the widest availability of engine choices – Detroit DD13 or Cummins ISL and ISL G – let you spec for regional- and application-specific needs. The 114SD offers excellent visibility, with a clear back-of-cab chassis for easy upfit by equipment manufacturers. Legendary Freightliner quality, insightful, industry-specific innovations and a comprehensive warranty all make the 114SD the perfect vehicle to meet your most severe duty needs.

- Ideal for quad dump trucks, snow plows and high-capacity sewer vacuum applications
- GVWR up to 60,000 pounds (single axle), 80,000 pounds (tandem axle) or 91,000 pounds (tridem axle)
- Horsepower from 260 470 hp
- · Torque ratings up to 1650 lb-ft



# **CONFIGURED FOR COMFORT AND CONTROL.**

Every aspect of a Freightliner cab was designed to make the driver's job easier, leading to increased productivity. For example, strategically-designed wide cabs provide room between the seats for easy installation of the control tower. To reduce fatigue for drivers who make frequent stops, our lightweight, steel-reinforced cab features a low step-in height with slip-resistant dual steps, a large door opening and strategically-placed exterior and interior grab handles. For safety, the cab's hood slopes downward for better line-of-sight, and a 2,500 square-inch windshield provides excellent visibility for spotting potential hazards. Freightliner vehicles offer a variety of cab configurations.

#### **CAB CONFIGURATIONS AT-A-GLANCE**

11	M2 106	108SD	M2 112	114SD
GVWR	Up to 56,000 lbs.	Up to 79,000 lbs.	Up to 62,000 lbs.	Up to 91,000 lbs. (tridem)
Set-forward Axle				•
Set-back Axle	•	•	•	•
Day Cab	•	•	•	•
Extended Cab	•	•	•	•
Crew Cab	•	•	•	Set-back axle only
Sleeper	Extended cab with bunk			

#### **CAB CONFIGURATIONS**



#### DAY CAB

- · Full width bench seat
- · Fixed or air suspension driver and passenger seats
- · Passenger seats with storage or locking safe provisions



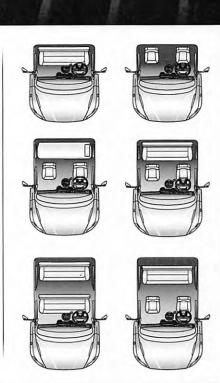
#### **26" EXTENDED CAB**

- · 24" liftable bunk with storage
- Full-width rear bench seat or forward-facing rear jump seats
- · Fixed or tip-out tinted side rear windows
- · Cab privacy curtain



#### 48" CREW CAB

- Rear bench or individual seats including air-suspended
- · Electric rear door windows



# TOUGH OUTSIDE. SMART INSIDE.



When you step inside a Freightliner truck, you'll definitely understand what it means to work smart. The driver-friendly dash features controls and switches within easy reach of the driver. The analog gauges are backlit with LED lights for easy readability. And our SmartPlex™ Electrical System provides optimal switch customization. Even the dash structure is designed with fewer sections, making it one of the quietest and most durable dashboards we've ever made.



114SD wing dash and interior (above and above left)

# ALL-WHEEL DRIVE AND DUAL DRIVE OPTIONS

The Freightliner M2 trucks can be ordered with an all-wheel drive option and several combinations of axles and suspension for optimized performance. Available on the M2 106 and 108SD, the sit-down and stand-up dual drive option is an easy-to-use feature that allows smooth transitions from left-to-right-hand drive operations. Installed by Fontaine Modification, the right-hand-drive option is ideal for use in refuse collection, road striping, street sweeping and other specialized applications.



Interior featuring the sit-down dual drive option



The all-wheel drive option available on M2 106 and 108SD models optimizes off-road performance

## **BETTER PERFORMANCE IS SMARTER GOVERNMENT.**

#### POWER AND EFFICIENCY.

Because we're committed to helping you make the best overall decisions, a broad range of engine and transmission choices allows you to select the optimum combination to match virtually any municipal application.

Freightliner Trucks has embraced proven SCR emissions technology. Based on environmental advantages and payback to owners in less maintenance, increased fuel economy, better reliability and more uptime, SCR has proven to be a successful platform for EPA 2010 and beyond.

#### WE MADE THIS JOB EASY.

For starters, we offer several sizes of diesel exhaust fluid (DEF) tanks, so you can incorporate filling into your standard maintenance intervals. Next, we integrated the DEF gauge into the diesel fuel gauge. The gauge indicates the level of DEF in the tank and has a series of alerts when the tank is running low. A driver who ignores his DEF low level warnings will see de-rates and restrictions on his vehicle, but will never be stranded.

	M2 106	108SD	M2 112	114SD
ENGINES				
Cummins ISB* 200 - 325 hp / 520 - 750 lb-ft torque	•	•		
Cummins ISL 260 - 350 hp / 660 - 1000 lb-ft torque	•	•	•	•
Cummins ISL* up to 380 hp / 1250 lb-ft torque		•	•	•
Cummins Westport ISL G (natural gas) up to 320 hp / 1000 lb-ft torque			•	•
Detroit DD13 350 - 470 hp / 1250 -1650 lb-ft torque			•	•

* Higher ra	tings are	available	for approved	applications
-------------	-----------	-----------	--------------	--------------

* Higher ratings are available for approved application					
TRANSMISSIONS					
Eaton Fuller Manual	•	•	•	•	
Eaton Fuller Automated Manual	•		•	•	
Allison Transmission	•	•	•	•	
AXLES (UP TO)					
Steer	16,000 lbs.	20,000 lbs.	16,000 lbs.	22,000 lbs.	
Single Drive	30,000 lbs.	38,000 lbs.	30,000 lbs.	38,000 lbs.	
Tandem Drive	40,000 lbs.	46,000 lbs.	46,000 lbs.	58,000 lbs.	
Tridrive				69,000 lbs.	



#### THE POWER OF GOING GREEN.

As demand for eco-friendly products and services continues to grow, the M2 106 Hybrid, as well as the M2 112 and 114SD Natural Gas are optimal for government operations. Driving a hybrid or natural gas-fueled vehicle delivers both economic advantages today and environmental benefits for future generations. And natural gas

is a domestic fuel source, reducing our dependence on foreign oil.

Thanks to government incentives, alternative-fueled vehicles can save you money even before they're on the job. Contact your local Freightliner dealer to find out which rebates and incentives are available to you in your area. It's just one more way we help you work smart.





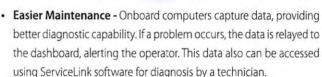
### TRUCKS BUILT TO SERVE.

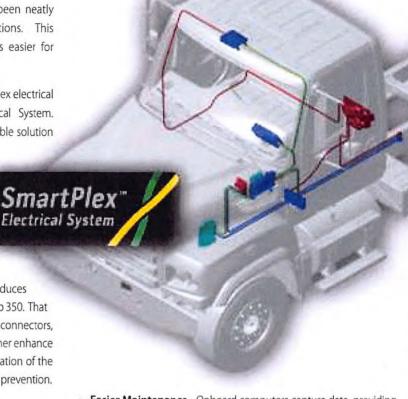
Truck Equipment Manufacturers (TEMs) love the efficient design of our trucks. Electrical, pneumatic and fuel lines have been neatly organized inside the left-hand rail for most applications. This relieves congestion at the back-of-cab, making access easier for body builders and service technicians.

We've also spent a decade developing and refining multiplex electrical wiring. Our latest evolution is the SmartPlex Electrical System. SmartPlex provides TEMs with the most efficient and reliable solution that will increase the ease of body integration and application programming, keeping customers on the road and working smarter.

# PRIMARY BENEFITS OF THE SMARTPLEX ELECTRICAL SYSTEM

- Improved Reliability The multiplex wiring system reduces
  the number of wires by more than 40 percent, from 650 to 350. That
  means 300 fewer possible failure points, as well as fewer connectors,
  relays and fuses. Advanced solid-state components further enhance
  the reliability of the multiplex system, as does the relocation of the
  Power Distribution Modules inside the cab for corrosion prevention.
- Greater Flexibility Configuring a truck's wiring system is easier
  than ever. Simply install specific switches where they are most
  convenient, then use Freightliner's ServiceLink® to program them to
  do what you want them to do. If you want to move a switch from
  the dash to the overhead or vice versa, go ahead, there's no need to
  rewire or reprogram.





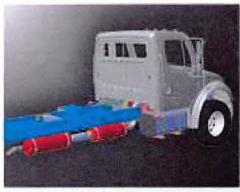
#### **EXHAUST AFTERTREATMENT OPTIONS**



CLEAR BACK-OF-CAB TAILPIPE Clear left-hand and right-hand transmission PTO mounting locations



**CURBSIDE EXIT TAILPIPE** 

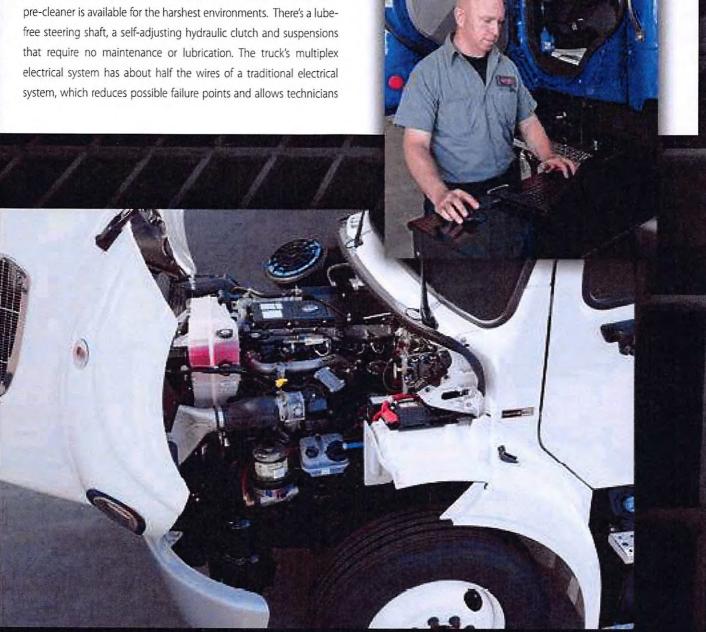


**CLEAR UNDER-CAB TAILPIPE** 

## MAINTENANCE MADE EASY.

We've designed these vehicles to be easy to maintain, with quick access to critical maintenance points. The hood opens easily and features integrated splash shields that lift out of the way for better accessibility. Frequently-inspected components are strategically placed, allowing for faster repairs and adjustments. See-through fluid reservoirs reduce the time spent checking fluid levels, and a removable floor section allows access to the transmission without removing the floor covering.

The standard proprietary Donaldson PowerCore® air cleaner is designed to go longer between replacements, yet still traps 99.85 percent of airborne particles before they reach the engine. An optional to more quickly pinpoint electrical problems. With Virtual Technician on board 24/7 monitoring your truck's Detroit engine and automatically diagnosing engine fault codes, you're able to stay on the road longer, be more productive on the job and remain in control of your business. Even the three-piece bumper (M2 106 or M2 112) was designed to save repair costs by allowing partial replacement. The result is a vehicle that spends more time on the road.





114SD Set-back Axle



M2 106



114SD Set-back Axle



WORK SMART"

# WE'VE GOT YOU COVERED.

#### UNMATCHED SERVICE AND SUPPORT.

With more than 300 Freightliner dealer locations across North America, you're never far from the convenient service and support you have come to expect from the industry leader. Our Elite Support program provides rapid diagnosis, responsive turnaround and quality, consistent communication, robust parts availability and superb customer service; all provided by a highly-trained staff. In addition, more than 200 Freightliner ServicePoint® facilities located at select TravelCenters of America and Petro Stopping Centers offer certified repair and warranty work. When you need a factory-certified technician, Detroit offers more than 800 locations in North America.

Freightliner also maintains strategically-located parts distribution centers throughout North America, ensuring fast parts delivery to keep customers up and running.

Freightliner's Customer Assistance Center provides customers a hotline that's available 24 hours a day, seven days a week. Customers may call the toll-free number (1-800-FTL-HELP) for technical support, to arrange roadside assistance or towing services, or to locate the nearest dealer or service center.

## A SIMPLE PURCHASE PROCESS THAT'S SECOND TO NONE.

Purchasing a truck is one of the most important decisions you make. Freightliner makes the buying process easy, with highly-trained sales consultants and one of the largest dealer networks in the industry, so businesses don't have to look far for their next purchase. Count on Freightliner dealers for reliable product information, truck parts and service, and ongoing customer support.

#### FINANCING IS EASY.

Daimler Truck Financial (DTF) offers a variety of options, including loans and leases tailored to the

Daimler Truck Financial

Financing that works for you.

trucking industry, that make financing go smoothly. DTF has been meeting the financing challenges of owner-operator and vocational customers for more than 30 years. It offers finance solutions including conventional retail financing at attractive and competitive rates, a variety of terms to match cash flow, and up to 100% financing for qualified customers.



# COMPREHENSIVE WARRANTIES FOR ADDED PEACE OF MIND.

Freightliner stands behind its trucks every step of the way. We offer one of the most comprehensive warranties in the business, as well as a variety of extended warranties.

#### BETTER PARTS, GOOD PRICES.

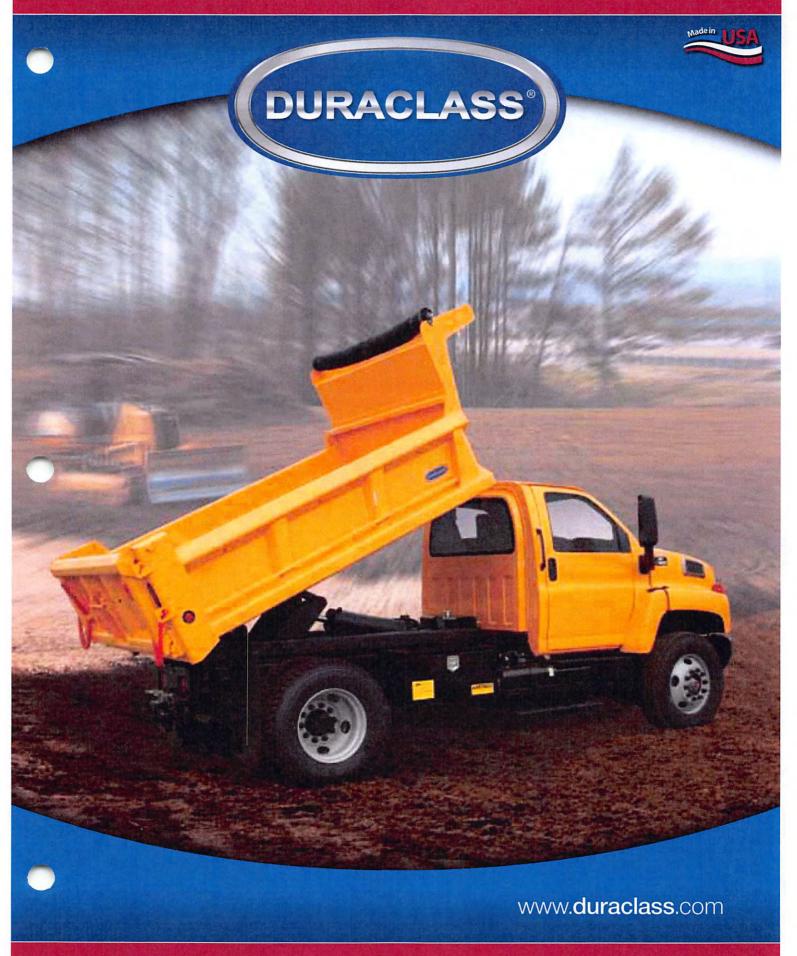
Alliance Truck Parts offers a range of new and remanufactured maintenance, repair and replacement parts and accessories for virtually all types of heavy-duty trucks at an affordable price.
Alliance Truck Parts are sold at Freightliner dealers throughout the U.S. and Canada.

FREIGHTLINERTRUCKS.COM/WORKSMART



Competitive financing available through Daimler Truck Financial. For the Freightliner Trucks dealer nearest you, call 1-800-FTL-HELP. www.freightlinertrucks.com. 10M, 10/13. FTL/MC-B-1288. Specifications are subject to change without notice. Freightliner Trucks is registered to ISO 9001:2008 and ISO 14001:2004. Copyright © 2013. Daimler Trucks North America LLC. All rights reserved. Freightliner Trucks is a division of Daimler Trucks North America LLC, a Daimler company.

## MEDIUM DUTY DUMP BODIES & HOISTS







### **DuraClass design:**

All premium **Medium Duty** DuraClass dump bodies, feature an innovative design incorporating maximum durability and useability. Note the fully enclosed front posts for added strength and superior resistance to corrosion. Rear corner posts are full depth, which helps keep body dimensions true and rigid. High tensile steel provides superior strength and lighter body weight than comparable dump bodies.

SL: Features an interlaced understructure to support the body floor on a grid of 8-gauge crossmembers laced to J-section longmembers. This design saves weight and adds floor support minimizing washboarding. SL design utilizes two vertical side braces with radius bends, slanted forward for a contemporary look.

**\$L316:** Keep your body looking its cleanest with DuraClass \$L316. Featuring a crossmemberless understructure, material and dirt resist build-up leaving a clean look and premium corrosion resistance. With a horizontal side brace and tailgate brace that reflects the clean radiused lines of the top rail, you will have a premium body that looks its best.

**HM:** Utilize a stacked understructure with structural channel 4" crossmembers and 6" I-beam longmembers for additional strength and rigidity. A six-panel tailgate and vertical side braces complement the sturdy, traditional design.

HH: For your toughest loads, meet your needs with DuraClass HH. A stacked understructure of 4" I-beam crossmembers and 6" I-beam longmembers give you the maximum floor support. Six-panel tailgate and vertical side braces are standard on this rough and ready body.

MEDIUM DUTY DUMP BOI	DY SPECIFICAT	IONS			-100		
Model Name	SL	SL	HM	HH	HH	SL316	SL316
Inside Length	10'	10'	10'	10'	10'	10'	10'
Width	7'	7'	7'	7'	7'	7'	7'
Body Capacity, yards	5-6	6-8	5-7	5-7	6-8	5-7	6-8
Material	10 ga	10 ga	8 ga	8 ga	8 ga	3/16" floor & rear; 10 ga sides and front	
Side/Front/Rear Height, inches	24/30/30	28/38/38	24/34/34	24/34/34	28/38/38	24/34/34	28/38/38
Hoist Model	1821	1821	1821	1821	1821	1821 PL	1821 PL
Weight (Includes Hoist), lbs	3062	3206	3845	3909	4032	3845	3970

#### PREMIUM STEEL CONSTRUCTION

All Medium Duty DuraClass dump bodies have Hi-Tensile, minimum 45,000 psi steel. Additional steel and stainless steel options are available.

#### **ADDITIONAL BODY OPTIONS**

- Elliptical Body Design
- Telescopic Hoist
- Aluminum (Cab Shields & Tailgates Only)
- · Quick Release Upper Tailgate Pins
- Sloping Side Panels
- · Hi-Lift Tailgate, Air or Hydraulic
- Side Swing Tailgate (36" minimum)
- · Body Side Steps and Handles
- · Tarp Rails and Walk Rails
- · Variety of Sliding Door Options
- · Custom Side and Tailgate Heights
- · Custom Body Bracing
- · Air Operated Hoist Controls

All bodies shown with some optional equipment. Models and options are subject to change without notice.



P.O. Box 49 1425 Highway 25 North Tishomingo, MS 38873 800.255.4345 Fax: 800.728.4345 www.duraclass.com

CONTACT YOUR DISTRIBUTOR





#### LIMITED WARRANTY

Subject to the terms and conditions below, DuraClass warrants its dump body product against defects in material and factory workmanship, provided that the product is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety information. In circumstances where DuraClass sells a dump body product which is installed on a chassis by entities other than DuraClass, this limited warranty applies for a period of one year commencing from the date of first delivery of the dump body product to the end user. In circumstances where DuraClass installs a dump body product on a chassis, this limited warranty applies for a period of two years commencing from the date of first delivery of the product to the end user. This warranty is the sole and exclusive warranty given by DuraClass.

Exclusive remedy. During the limited warranty period, DuraClass will cause to be repaired or replaced, as it may elect, any part or parts of its dump body product that DuraClass' examination discloses to be defective in material or factory workmanship. This warranty is expressly limited to the replacement or repair at such a place as DuraClass may designate. Any parts of such products that are defective in material or factory workmanship shall be returned with transportation charges prepaid. In lieu of such a repair or replacement, DuraClass may elect to issue a credit or replacement for such products or parts. DuraClass will issue an authorization form to return defective products or parts to such a place as designated by it. No defective products or parts will be accepted without an accompanying authorization form. DuraClass will exercise their right to deny a warranty if these procedures are not strictly adhered to.

**Exclusions from Warranty**. This limited warranty shall not apply to (and DuraClass shall not be responsible for)

- Accessory products that are included in a customer order, but not manufactured by DuraClass (Roll tarps, PTO's, tool boxes, salt spreaders, lights, wiring, hoses & etc.) are covered by the accessory product manufacturer's warranty in effect at the time of delivery.
- 2. Any and all claims relating to the chassis, except for claims asserting some physical damage to the chassis caused during and as a direct result of Duraclass' installation of its truck body product on the chassis. In these circumstances, the terms and conditions of DuraClass' limited warranty, as described herein, shall apply to the extent any such damage was caused by faulty installation on the part of DuraClass.
- 3. Paint/Primer required following repairs of replacement parts under warranty after one year from date warranty period begins.



- 4. Primer failure after 6 months from initial shipment to distributor.
- 5. Specific, non rust through and Paint/Primer warranty exclusions.
  - A. Products which have been used to carry corrosive materials, where such materials result in rust through conditions.
  - B. Products purchased by the first owner/user in prime paint condition exceeding 6 months from purchased date.
  - C. Rust on painted surfaces is not considered rust through.
  - D. Paint deterioration caused by chemical reactions including, but not limited to acid rain, industrial fallout, harsh road salt and/or chemicals.
  - E. Improper Cleaning & preparation of primer before final paint application.
  - F. Rock chips and road debris.
- 6. Diagnostic time
- 7. Travel time or rental unit
- 8. Repairs due inadequate diagnostics
- 9. Normal adjustments and maintenance services.
- 10. Normal wear parts.
- 11. Failures from the product being operated in a manner or for a purpose not intended or recommended by DuraClass.
- 12. Repairs, modifications or alterations without the express written consent of DuraClass, which in DuraClass' sole judgment, have adversely affected the product's stability, operation or reliability as originally designed and manufactured.
- Items subjected to misuse, negligence, accident (including accidental overloading), or improper maintenance.

NOTE: The use in the product of any part other than parts approved by DuraClass may invalidate this warranty. DuraClass reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make DuraClass liable for loss, damage, or injury of any kind to any person or entity resulting from any defect or failure in the product.





THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is also in lieu of all other obligations or liabilities, contractual, statutory or otherwise, on the part of DuraClass. For the avoidance of doubt, DuraClass shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. DuraClass makes no representation that its product or components thereof have the capacity to perform any functions other than as contained in DuraClass' written literature, catalogs or specifications and instructions accompanying delivery of the product. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or assume any other liability on behalf of DuraClass in connection with the sale, servicing or repair of any product manufactured by DuraClass.

Duraclass reserves the right to make improvements to any model or product without notice. This warranty supersedes all previous warranties written or implied and becomes void upon modifications not authorized by Duraclass.

Effective date: February 1, 2021

## **Time and Distance Table**

#### 1.1 Freightliner Medium Truck

Coverage <sup>1</sup>					
Description	Time <sup>2</sup>	Distance <sup>2</sup>			
Basic Vehicle	2 Years	Unlimited			
Battery	1 Year	100,000 mi/161 000 km			
Brightwork	6 Months	Unlimited			
Cab Corrosion/Perforation	5 Years	Unlimited			
Cab Structure	5 Years	Unlimited			
Corrosion	6 Months	Unlimited			
Crossmembers	5 Years	Unlimited			
Emission Regulations <sup>3</sup>					
Diesel Emission 2010 <sup>4</sup>	5 Years	100,000 mi/161 000 km			
GHG21 <sup>5</sup> (Light Heavy Duty Trucks)	5 Years	50,000 mi/80 500 km			
GHG21 <sup>5</sup> (Medium Heavy Duty to Heavy Heavy Duty Trucks/Tractors)	5 Years	100,000 mi/161 000 km			
GHG21 <sup>5</sup> Tire (File Direct)	2 Years	24,000 mi/38 400 km			
Frame Rails	5 Years	Unlimited			
Front/Steer Axle <sup>6</sup>					
Detroit <sup>7</sup>	2 Years	Unlimited			
Non-Detroit Non-Detroit	2 Years	Unlimited			
Paint	1 Year	100,000 mi/161 000 km			
Paint, Chassis	6 Months	Unlimited			
Rear Axle <sup>8</sup>					
Detroit <sup>7</sup>	2 Years	Unlimited			
Non-Detroit	2 Years	Unlimited			
Transfer Case	2 Years	Unlimited			
Transmission <sup>9</sup>					
Detroit <sup>7</sup>	5 Years	750,000 mi/1 200 000 km			
Eaton Hybrid	3 Years	150,000 mi/240 000 km			
Non-Detroit	2 Years	Unlimited			

<sup>&</sup>lt;sup>1</sup> Because Warranty coverage is determined by a unit's specifications, gross combination weight rating, road surface, and vocation, coverage may vary. For unit-specific coverage, Dealers should enter a product serial number or vehicle identification number on the *Coverage Info* screen in OWL; for customers without access to OWL, see ordering Dealer for more information.

<sup>&</sup>lt;sup>2</sup> Time or distance, whichever comes first.

<sup>&</sup>lt;sup>3</sup> See Emission Regulations subsection that follows or separate engine owner's manual for regulatory information.

<sup>&</sup>lt;sup>4</sup> Applies to vehicles equipped with EPA 2010 compliant diesel engines.

<sup>&</sup>lt;sup>5</sup> Applies to models 2013 and later domiciled in the United States and Canada.

<sup>&</sup>lt;sup>6</sup> Customers will have only one (1) type of front/steer axle coverage, either Detroit or non-Detroit, depending on how the unit is spec'd. Front axle coverage is also applicable to gliders. Detroit coverage may vary due to vocation, unit specifications, etc.; table shows the minimum coverage possible. For instructions on accessing unit-specific coverage, please see footnote 1 above.

Access Detroit parchments at DTNAConnect > Warranty Lit > Coverages > Detroit; for customers without access, see ordering Dealer for more information.

<sup>&</sup>lt;sup>8</sup> Customers will have only one (1) type of rear axle coverage, either Detroit or non-Detroit, depending on how the unit is spec'd. Detroit coverage may vary due to vocation, unit specifications, etc.; table shows the minimum coverage possible. For instructions on accessing unit-specific coverage, please see footnote 1 above.

<sup>&</sup>lt;sup>9</sup> Customers will have only one (1) type of transmission coverage, depending on how the unit is spec'd.

# **Coverage Descriptions**

Based on a unit's specifications, New Product Limited Warranty (Warranty) coverage applies. For unit-specific coverage information (time/distance amounts and component descriptions), enter a product serial number or vehicle identification number (VIN) on the *Check Info/Check Coverage* screen in Online Warranty Link (OWL). Use time and distance tables in conjunction with the coverage description paragraphs; if a coverage is applicable, it will be included as a row in the table.

### 2.1 Axles

### **Front/Steer Axle**

#### **Detroit**

A steer axle is non-powered. Coverage includes all axle components supplied/manufactured by Detroit Diesel Corporation (Detroit). Warrantable components could include, but not be limited to, I-beam, steering knuckles, spindles, kingpins, kingpin bearings, and steering arms. Tie rod assembly and boots may have a different coverage period; see specific coverage row. Excluded components could include, but not be limited to, wheel end equipment and steering linkage components.

#### Non-Detroit

A front/steer axle can be a front powered or non-powered axle. Coverage applies to factory-installed axles and includes I-beam, steering knuckles, differential on drive steer axle, spindles, kingpins, kingpin bearings, and steering arms. Excludes wheel end equipment, tie rod ends, steering linkage components, driveline(s), U-joints, kingpin bushings, kingpin seals, tag axle(s), pusher axle(s), and any axle installed by a service location or body builder.

#### **Pusher Axle**

A pusher axle is a non-driven, weight-bearing axle that can be raised when not required to bear a portion of the load. Since the pusher axle can be of many different configurations, Warranty coverage applies to factory-installed axles and includes all components included in the individual build specification of each individual application. Excludes any axle installed by a service location or body builder.

### **Rear/Drive Axle**

#### Detroit

A rear drive axle can be a single or tandem axle configuration. Coverage includes all axle components supplied/manufactured by Detroit. Warrantable components could include, but not be limited to, axle housing, carrier assembly, differential assembly, power divider, and axle shafts. Seals and gaskets may have a different coverage period; see specific coverage row. Excluded components could include, but not be limited to, suspension and torque rod brackets, wheel end equipment, wiring, yokes, and attaching hardware.

#### Non-Detroit

A rear axle could be a drive, non-drive, or tandem axle. Coverage applies to factory-installed axles and includes axle housing, carrier assembly, differential assembly, power divider, axle shafts, and gaskets and seals. Excludes suspension and torque rod brackets, tie rod ends, wheel end equipment, wiring, yokes, driveline(s), U-joints, attaching hardware, tag axle(s), pusher axle(s), and any axle installed by a service location or body builder.

### Tag Axle

A tag axle is a non-driven, continuous weight-bearing axle. Since the tag axle can be of many different configurations, Warranty coverage applies to factory-installed axles and includes all components included in the individual build specification of each individual application. Excludes any axle installed by a service location or body builder.

# 2.2 Basic Chassis/Vehicle

<u>Note</u>: Basic Chassis applies to Freightliner Custom Chassis Corporation (FCCC) products; Basic Vehicle applies to Freightliner, Western Star, and Thomas Built Buses (TBB) products.

Coverage includes all factory-installed components of the chassis/vehicle that are not excluded elsewhere in the Warranty or described as having a different time, or distance, or hours, or listed separately on each new vehicle coverage table. See the Warranty Manual for a complete list of exceptions and exclusions. Also excluded are components warranted directly by component manufacturer.

### 2.3 Batteries

\*Detroit brand batteries of the same group and amperage are interchangeable with Alliance brand batteries and carry the same coverage period.

### **Standard Battery**

Coverage includes Alliance,\* EnerSys (NorthStar, Odyssey), and DTNA Genuine brand batteries only; claims for all other brands must be submitted directly to the supplier. Includes starting battery assemblies and factory-installed auxiliary power unit (APU) battery assemblies. Excludes non-Alliance, non-EnerSys, and non-DTNA Genuine brand batteries, battery cables, battery mounting box, and hardware.

### **Cranking Battery Only**

Coverage includes Alliance,\* EnerSys (NorthStar, Odyssey), and DTNA Genuine brand batteries only; claims for all other brands must be submitted directly to the supplier. Cranking battery warranty includes factory-installed cranking (starter) battery assemblies only. Excludes APU battery assemblies, non-Alliance, non-EnerSys, and non-DTNA Genuine brand batteries, battery cables, battery mounting box, and hardware.

### **Auxiliary Battery Only**

Coverage includes Alliance,\* EnerSys (NorthStar, Odyssey), and DTNA Genuine brand batteries only; claims for all other brands must be submitted directly to the supplier. Auxiliary battery warranty includes factory-installed APU battery assemblies only. Excludes cranking (starter) battery assemblies, non-Alliance, non-EnerSys, and non-DTNA Genuine brand batteries, battery cables, battery mounting box, and hardware.

# 2.4 Brightwork

Coverage includes all factory-installed components with chrome, polished aluminum, or polished stainless steel surfaces. *Excludes any damage to backside of bumpers, and concealed or inner surfaces*.

# 2.5 Cab Corrosion/Perforation

Coverage is limited to rust-through or perforation of the cab and integral sleeper structure and sleeper box due to corrosion from within. Excludes all conditions of rust or corrosion that have not resulted in rust-through or perforation as well as surface rust or corrosion caused by non-adhesion and any damage to paint such as chips or scratches.

### 2.6 Cab Structure

Coverage includes cab and integral sleeper structural components, structural components of factory-installed sleeper boxes, sheet metal panels, doors, and hoods. *Excludes all bolt-on components including door and hood hinges, latches, guides, and other mounting hardware*.

### 2.7 Corrosion

Coverage includes Warranty against corrosion to any metal or metal alloy part of the vehicle.

#### **Excludes:**

- Corrosion caused by general rust (e.g., rust on the unfinished backside of a bumper)
- Surface rust caused by chips or scratches in the paint or chrome surfaces
- · Corrosion caused by severe wash solutions, cleaning solvents, detergents, compounds
- Corrosion caused by salinity in the environment or corrosive salts and/or chemicals used on the road surface
- Corrosion due to improper use, misuse, or abuse, negligence, including improper or insufficient maintenance
- Corrosion due to ocean spray
- Corrosion due to environmental damage, including airborne fallout (includes chemicals, tree sap, etc.), or other atmospheric conditions, or other acts of nature
- Corrosion due to damage caused by high-pressure washing
- Corrosion caused by acid rain or other industrial fallout
- Corrosion due to improper prevention measures during storage or use
- Corrosion or rust on tone rings, rotors, or drums

### 2.8 Cowl Corrosion

Coverage is limited to rust-through or perforation of the cowl due to corrosion from within. Excludes all conditions of rust or corrosion that have not resulted in rust-through or perforation as well as surface rust or corrosion caused by non-adhesion and any damage to the paint such as chips or scratches.

### 2.9 Cowl Structure

Coverage includes cowl structural components, sheet metal panels, and hood. Excludes all bolt-on components (e.g., hood hinges, latches, guides, or other mounting hardware).

### 2.10 Crossmembers

Coverage includes crossmembers, gussets, and huck-mounting bolts that attach gussets to crossmembers and gussets/crossmembers to frame rails. Excludes any bolt-on item attached with either conventional or huck bolts.

### 2.11 Driveline

Coverage includes driveshaft tubing, U-joints, yokes, support bearings, and splines.

### 2.12 Frame Rails

Coverage is limited to breaking or cracking of factory-installed frame rails, frame rail liners, frame rail extensions, and any item(s) factory welded to them. Excludes all bolt-on items attached with either conventional or huck bolts.

### 2.13 Glider

A glider is a vehicle that may be ordered without major components. Coverage includes all components identified on the build specification.

# 2.14 Hybrid Transmission - Eaton

Eaton requires that only hybrid-authorized dealerships work on units equipped with Eaton hybrid parts. Preauthorization is required prior to repair of these vehicles in order to obtain technical assistance and a pre-authorization number for replacement parts. Eaton hybrid parts will be shipped directly from Eaton and will not be stocked in the Parts Distribution Centers (PDCs) due to the short shelf life and low volume. The following hybrid parts are covered under this Warranty: power electronics carrier (PEC), motor generator, inverter, AC/DC converter, hybrid control module (HCM), transmission control module (TCM), clutch, and electronic clutch actuator (ECA). Coverage does NOT include oil cooler or cooling systems. Please refer to Roadranger Warranty Guide TCWY0900 for more information on complete listing of limits and exclusions, as well as terms and conditions.

# 2.15 Paint (Body, Cab, Cowl)

### **Body Paint**

Coverage includes all factory-painted exterior body surfaces and defects such as orange peel, peeling/delaminating, cracking/checking, or loss of gloss due to cracking, checking, or hazing. Excludes lack of gloss issues on vehicles painted with low gloss colors; the undersides of hoods and roofs and side mounted air fairings; and any damages to the paint or painted surface such as chips and scratches.

#### **Cab Paint**

Coverage includes all factory-painted surfaces (except those included in chassis paint coverage) and defects such as orange peel, peeling/delaminating, cracking/checking, or loss of gloss due to cracking, checking, or hazing. Excludes lack of gloss issues on vehicles painted with low gloss colors; the undersides of hoods and roofs and side mounted air fairings; and any damages to the paint or painted surface such as chips and scratches.

#### **Cowl Paint**

Coverage includes all factory-painted exterior surfaces of cowl structure (except those included in chassis paint coverage) and defects such as orange peel, peeling/delaminating, cracking/checking, or loss of gloss due to cracking, checking, or hazing. Excludes lack of gloss issues on vehicles painted with low gloss colors; the undersides of hoods and roofs and side mounted air fairings; and any damages to the paint or painted surface such as chips and scratches.

# 2.16 Paint (Chassis)

Coverage includes all factory-painted surfaces on frame rails, crossmembers/gussets, front and rear bumpers, suspension components, powertrain components, drivelines, fuel tanks, air tanks, wheel end equipment, tool boxes, battery boxes, access steps, attaching brackets and hardware, and defects such as peeling or non-adhesion. Excludes U-joints and any damages to paint or painted surface such as chips and scratches.

# 2.17 Towing/Roadside Assistance

Coverage may include emergency roadside assistance or towing to the nearest Authorized Service Facility for a warrantable repair in a vehicle-down situation that prevents the safe and lawful operation of the vehicle. Verify coverage on the *Coverage Information* screen in OWL; coverage will display as a separate category. If the customer requests towing to a location beyond the distance to the nearest Authorized Service Location, the customer will be responsible for the additional charges.

### 2.18 Transfer Case

Coverage includes housing and all internally lubricated parts. Excludes broken synchronizer pins, power take-offs (PTOs), airlines, gauge, clutch assemblies, driveline(s), and U-joints.

### 2.19 Transmission

#### **Detroit**

Coverage includes all transmission components supplied/manufactured by Detroit. Excludes maintenance items.

### **Non-Detroit**

Coverage does not include Allison transmissions or Eaton Hybrid transmissions. Coverage includes housing and all internally lubricated parts, electric/air shift/control units, valves, gaskets, and seals. Excludes broken synchronizer pins, PTOs, airlines, gauge, clutch assemblies, driveline(s), and U-joints.

# **New Product Limited Warranty Statements**

The following section outlines standard Limited Warranty (Warranty) statements for all new Daimler Trucks North America LLC (DTNA; Company) products sold by DTNA and domiciled in the USA (50 states and Washington, D.C.) and Canada. As necessary, information below may be divided by DTNA product type (vehicle/axle); this information is also included in the applicable Owner's Warranty Information Booklet.

Based on a product's specifications, Warranty coverage varies. For product-specific coverage information (time/distance amounts and component descriptions), enter a product serial number or vehicle identification number (VIN) on the *Coverage Information* screen in the OWL. General time/distance amounts and coverage descriptions are available by DTNA brand at *DTNAConnect* > *Warranty Lit* > *Other Warranty Documents* > <u>Coverages</u>.

# 3.1 New Vehicle Limited Warranty Statement

Under this New Vehicle Limited Warranty, DTNA warrants that each new vehicle will be free from defects in material and workmanship that occur under normal use within the applicable Warranty period, subject to certain limitations and exclusions as specified in this document.

This Limited Warranty applies only to new vehicles sold by an Authorized DTNA Service Location or ordered directly from DTNA; vehicles sold at auction or as a result of repossession retain the Warranty coverage from the original in-service date or factory invoice date if the vehicle has not been warranty registered.

DTNA reserves the right to reduce or remove coverage on vehicles in salvage condition.

This Warranty covers all components and parts unless specifically covered by other warranties or otherwise excluded by this document.

## 3.2 New Powertrain Component Statements

Engine components are covered by two types of warranties, the standard Limited Warranty and the Emission Control Systems Warranty, a requirement of the U.S. (Federal) Clean Air Act and Canada Motor Vehicle Safety Act. Axle and transmission components are covered by the standard Limited Warranty.

### **New Powertrain Component Limited Warranty**

The New Product Limited Warranty covers product repairs to correct any malfunction occurring during the Warranty period resulting from defects in material or workmanship. This Limited Warranty applies to the first retail purchaser and subsequent retail owners during the applicable Warranty period of new powertrain components manufactured by Detroit Diesel and/or supplied by Detroit Diesel or Detroit Diesel of Canada Limited (all which are collectively referred to as Detroit), subject to certain limitations and exclusions as specified in this document.

The Warranty period begins on the date the product is delivered to the first retail purchaser or put in use prior to sale at retail, whichever occurs first, and ends at the specified time or distance limits.

The cost of service supplies which are not reusable due to needed repairs is covered by this Warranty. Reasonable towing costs to the nearest authorized service facility are covered when due to warrantable failure, the power-train component is either inoperable, cannot be safely operated, or continued operation would cause further damage to the product. Detroit will pay reasonable travel expenses for the repairing mechanic to travel to and from the repair site.

#### **Engine Major Component Warranty Coverage**

Engine major component warranty covers casting defects. Casted engine major components are: cylinder block/ head, crankshaft, camshaft, main bearing bolts, flywheel housing, connecting rod assemblies, oil cooler housing, oil coolant module casting, water pump housing, and air inlet housing. Coverage is for the failed engine major component only; labor and additional parts are excluded. Progressive damage is limited to only the engine major component(s) affected by the failure.

Engines used in the on-highway application may carry longer coverage on engine major components; review the applicable Warranty parchment for coverage:

 MBE4000, Series 60, DD13, DD15, DD16 diesel fueled engines in on-highway applications (on-highway refers to a truck or coach designed and used to carry passengers and/or cargo, primarily on streets or paved highways)

### **Emission Control Systems Warranty**

For detailed information about product compliance with U.S. and Canadian law regarding design, build, and equipment, see the Emission Regulations (Diesel Vehicles) section. Please note that emission-related components no longer covered under the Limited Warranty described above may still be covered under the Emission Control Systems Warranty.

#### **Certified Engines and Engine Parts**

The Warranty period shall begin on the date the vehicle is delivered to the first retail purchaser or, if the vehicle is first placed in service as a demonstrator prior to sale at retail, on the date the vehicle is first placed in such service. Emission related defects in the genuine Company components listed in the Emission Regulations (Diesel Vehicles) section, including reasonable related diagnostic costs, are covered by this Warranty.

Covered components and component terminology varies from engine to engine. Some scheduled maintenance is required (refer to the Owner's Emission Control Maintenance Service Chart which is included in the Warranty Information booklet). Please check the specific Warranty Information Booklet to determine which components are covered by the emissions control systems warranty.

Service Locations should refer to the applicable Engine Warranty Information booklet to determine if a particular component is covered by the Emission Control Systems Warranty, as the components covered differ on each engine type as well as from year to year.

### 3.3 Limitations

This Warranty does not apply to products that are sold or domiciled outside of the United States (50 states and Washington, D.C.) or Canada.

This Warranty does not apply to non-Detroit engines, Allison transmissions, tires, or other components or parts that are not manufactured by Company and that are warranted directly by their respective manufacturers. Progressive damage caused by these manufacturers' components to any other parts including, but not limited to, parts installed by Company is excluded from Company warranty coverage. With respect to the foregoing, Company makes no Warranty whether express, implied, statutory or otherwise including, but not limited to, parts installed by Company is excluded from Company Warranty coverage. With respect to the foregoing, Company makes no Warranty whether express, implied, statutory, or otherwise including, but not limited to, any Warranty of merchantability or fitness for a particular purpose.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND WHETHER WRITTEN, ORAL, OR IMPLIED INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTIC-ULAR PURPOSE. THIS WARRANTY SPECIFICALLY EXCLUDES ANY OTHER WARRANTIES OR CONDITIONS PROVIDED FOR BY LAW, WHETHER STATUTORY OR OTHERWISE.

COMPANY'S SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE TO REPAIR OR REPLACE, IN COMPANY'S SOLE DISCRETION, ANY DEFECTIVE COMPONENT OR PART. SUCH REPAIR OR REPLACEMENT SHALL BE WITHOUT COST TO PURCHASER WHEN PERFORMED WITHIN THE APPLICABLE WARRANTY PERIOD (TIME, DISTANCE, OR HOUR LIMIT, WHICHEVER OCCURS FIRST).

Purchaser must notify Company, within the applicable Warranty period, of any failure of the product to comply with this Warranty and Purchaser must, at Purchaser's expense, promptly return the unit to an Authorized Service Facility for inspection and repair or replacement of any defect in material or workmanship occurring within the applicable Warranty period. During New Product coverage, Warranty reimbursement will not be paid on repairs performed by customers on their own vehicles without a current Customer Performed Warranty Agreement (CPWA).

The product must be maintained and serviced according to the prescribed schedules outlined in the Driver's/ Operator's and Maintenance Manuals. Receipted bills and other evidence showing that required maintenance and service have been performed are required by Company as a condition of this Warranty.

After the Company's obligations under this Warranty expire, all liabilities of Company to Purchaser under this Warranty shall terminate. Repairs made under this Warranty do not constitute an extension of the original Warranty period for the vehicle or for any specific component or part.

To the extent that any provision of this Warranty contravenes the law of any jurisdiction, such provision shall be inapplicable in such jurisdiction, and the remainder of the Warranty shall not be affected.

# 3.4 Purchaser's Exclusive Remedy

THIS WARRANTY SHALL BE THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST COMPANY, WHETHER IN CONTRACT, UNDER STATUTE (INCLUDING STATUTORY PROVISIONS AS TO CONDITIONS AS TO QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF GOODS SUPPLIED PURSUANT TO THE CONTRACT OF SALE), WARRANTY, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY.

### 3.5 Limitation of Liability

COMPANY'S LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE COST TO REPAIR OR REPLACE, IN COMPANY'S SOLE DISCRETION, THE DEFECTIVE COMPONENT OR PART THAT IN NO EVENT SHALL EXCEED THE FAIR MARKET VALUE OF THE PRODUCT AT THE TIME THE DEFECT IS DISCOVERED.

IN NO EVENT SHALL COMPANY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, INJURIES TO PERSONS OR DAMAGE TO PROPERTY, LOSS OF PROFITS OR ANTICIPATED PROFITS, OR LOSS OF PRODUCT USE.

# 3.6 Emission Regulations (Diesel Vehicles)

Vehicles and engines are designed, built, and equipped so as to conform, at the time of sale, with requirements of manufacturers whose vehicles and engines are designed to meet applicable Greenhouse Gas (GHG) and Fuel Efficiency Standards of the U.S. (Federal) Environmental Protection Agency (EPA), Emission Regulations under the Canada Motor Vehicle Safety Act in Canada, and the California Air Resources Board (CARB). Engines and vehicles are free from defects in material and workmanship which cause the engine or vehicle to fail to conform with

those regulations for the Warranty period. The Warranty period is 100,000 miles or five (5) years of operation, whichever occurs first, or the New Product Warranty, if the product warranty is longer for all emission-related components except tires and 24,000 miles or two (2) years, whichever occurs first, for the tires.

The Warranty obligations are not dependent upon the use of any particular brand of replacement parts. The Owner may elect to use non-Genuine Company Parts for replacement purposes. Use of replacement parts which are not of equivalent quality may impair the effectiveness of emission control systems. If other than Genuine Company Parts are used for maintenance replacements or for the repair of components affecting emission controls, the Owner should assure himself/herself that such parts are warranted by their manufacturer to be equivalent to Genuine Company Parts in performance and durability.

Coverage exclusions are listed in *Coverage Exclusions* elsewhere in this section.

#### **Warranted Components**

Unless otherwise noted, the Warranty period is 5 years/100,000 miles, whichever occurs first, or the New Product Warranty, if the product Warranty is longer for all emission-related components except tires.

Diesel engines certified to California model year 2022 and later standards come with emission warranty periods of 5 years/150,000 miles if medium heavy duty and 5 years/350,000 miles if heavy heavy duty.

Coverage is determined based on engine and vehicle emissions model year. To determine an engine's emissions model year, refer to the EPA/CARB certification label on the engine. To determine the vehicle's emissions model year, refer to the EPA/CARB certification label on the driver's door or door jamb.

Components <sup>1</sup>	Diesel Emission 2010		Gasoline Evaporative Emission 2011 <sup>2</sup>	GHG21	
	Detroit Engine	DTNA Installed <sup>3</sup>	DTNA Installed	Detroit Engine	DTNA Installed <sup>4</sup>
A-Pillar Turning Vane					х
Aerodynamic Quarter Fenders					х
Aerodynamic Roof Fairings					х
Aerodynamic Roof Fairings (Adjustable Height)					X
Aerodynamic Side Fairings					х
Aerodynamic Wheel Covers					х
Aftertreatment System (ATS) Aftertreatment Control Module (ACM)	х			х	
Air Cleaner (Excludes Filter Element)			х		
Air Conditioning Component Leakage					Х
Air Intake Pipes			X		
Air Intake Resonator			Х		
Ambient Air Temperature (AAT) Sensor					Х
ATS Aftertreatment Device (ATD) Wiring Harness	Х			х	

Components <sup>1</sup>	Diesel Emission 2010		Gasoline Evaporative Emission 2011 <sup>2</sup>	GHG21	
	Detroit Engine	DTNA Installed <sup>3</sup>	DTNA Installed	Detroit Engine	DTNA Installed <sup>4</sup>
ATS Diesel Exhaust Fluid (DEF) Coolant Supply Valve & DEF Coolant Lines		х			
ATS DEF Pump	Х			Х	
ATS DEF Fuel Rail Pressure Sensor	Х			Х	
ATS DEF Fuel Pressure Sensor (Low)	х			Х	
ATS DEF Low Dosing Unit	х			Х	
ATS DEF System Air Pressure Regulator & Associated Air Lines		х			
ATS DEF System Chassis Interface Harness		Х			
ATS DEF Tank		Х			
ATS DEF Tank DEF Level Gauge		Х			
ATS DEF Tank DEF Temperature Sensor		Х			
ATS DEF Tank Heater Tubing		Х			
ATS DEF Temperature Sensor NOX Sensors	Х			Х	
ATS Diesel Oxidation Catalyst (DOC) Inlet Temperature Sensor	х			Х	
ATS DOC Outlet Temperature Sensor	Х			Х	
ATS Diesel Particulate Filter (DPF) Inlet Pressure Sensor	Х			Х	
ATS DPF Outlet Pressure Sensor	х			Х	
ATS DPF Outlet Temperature Sensor	Х			Х	
ATS Doser Block Assembly	Х			Х	
ATS Electrically-Heated DEF Lines		Х			
ATS Fuel Doser Valve	х			Х	
ATS Oxidation Catalyst	х			Х	
ATS Particulate Filter	Х			х	
ATS Selective Catalytic Reduction (SCR) Catalyst	Х			Х	
Automatic Engine Shutdown Timer - Sleep Cab Tractors: Includes Auxiliary Technologies (Battery or Diesel Auxiliary Power Unit, Fuel-Operated Heater, Engine Start-Stop)					х
Automatic Engine Shutdown Timer - Vocational					Х
Automatic Tire Inflation System					Х
Cam Sensor			Х		

Components <sup>1</sup>	Diesel Emission 2010		Gasoline Evaporative Emission 2011 <sup>2</sup>	GHG21	
	Detroit Engine	DTNA Installed <sup>3</sup>	DTNA Installed	Detroit Engine	DTNA Installed <sup>4</sup>
Camshaft Position Sensor	х			Х	
Catalytic Converter			Х		
Charge Air Cooler		х			
Charge Air Cooler Outlet Sensor	х			Х	
Chassis Fairing Skirts					x
Coolant Outlet Temperature Sensor	х			Х	
Coolant Sensor			х		
Crank Sensor			х		
Crankshaft Position Sensor	х			Х	
Data Link Connector		х	х		Х
Delta P Sensor	х			Х	
Drive Wheel Fairings					х
Engine Coolant Temp Sensor			х		
Engine Control Module (ECM)			Х		
Engine Start/Stop System					Х
Evap Canister & Evap Canister Vent Solenoid			х		
Exhaust Gas Piping from the Turbocharger out to the Last ATD		х			
Exhaust Gas Recirculation (EGR) Cooler	Х			Х	
EGR Valve & Actuator	Х			Х	
Exhaust Manifold & Exhaust Manifold Gaskets			Х		
Exhaust Pipes (Between Exhaust Manifold & Catalyst)			Х		
Fuel Injectors	х		х	Х	
Fuel Lines			Х		
Fuel Rail			х		
Fuel Tank			х		
Fuel Tank Fairings (Chassis Fairings)					Х
Fuel Tank Pressure Sensor			х		
Fuel Temperature Sensor	х			Х	
Gap Reducing Fairings					Х

Components <sup>1</sup>	Diesel Emission 2010		Gasoline Evaporative Emission 2011 <sup>2</sup>	GHG21	
	Detroit Engine	DTNA Installed <sup>3</sup>	DTNA Installed	Detroit Engine	DTNA Installed <sup>4</sup>
Gas Cap			х		
High Pressure Fuel Pump	Х			Х	
Ignition Coils			х		
Intake Manifold Pressure Sensor	Х			Х	
Intake Manifold Temperature Sensor	х			Х	
Intake Throttle Valve & Adaptor	х			Х	
Knock Sensors			х		
Malfunction Indicator Lamp (MIL)		X	х		Х
Manifold Absolute Pressure (MAP) Sensor			х		
Mass Air Flow Sensor			х		
Motor Control Module (MCM)	х			Х	
Neutral at Stop - Allison Automatic Transmissions <sup>5</sup>					х
Neutral Coast - Detroit eCoast, Cummins/Eaton Smart- Coast <sup>5</sup>					х
Oxygen (O <sub>2</sub> ) Sensors			x		
Oil Fill Cap			х		
Oil Temperature Sensor	Х			Х	
Positive Crankcase Ventilation (PCV) Hose (Engine to Air Intake Pipe)			х		
Predictive Cruise Control - Detroit Intelligent Powertrain Management (IPM), Cummins Predictive Cruise Control					х
Purge Control Valve			Х		
Rear Axles <sup>5</sup>					Х
Roof Spoilers					Х
Side Extenders					Х
Spark Plugs <sup>6</sup>			х		
Spark Plug Wires			×		
Temperature-Barometric Air Pressure Sensor					Х
Throttle Body			×		
Throttle Pedal			х		

Components <sup>1</sup>	Diesel Em	ission 2010	Gasoline Evaporative Emission 2011 <sup>2</sup>	GHG21	
	Detroit Engine	DTNA Installed <sup>3</sup>	DTNA Installed	Detroit Engine	DTNA Installed <sup>4</sup>
Tire Pressure Monitoring System					х
Tires <sup>7</sup>					х
Transmissions <sup>5</sup>					х
Transmission Control Module			X		-
Transmission Speed Sensor			х		
Turbo Speed Sensor	Х			Х	
Turbocharger	Х			Х	
Vapor Lines			х		
Vehicle Speed Limiter					х
Vehicle Speed Sensor (Transmission Main Shaft)		х			х
Wait to Start Indicator/Lamp					х

<sup>&</sup>lt;sup>1</sup> Per California Emission Control Systems Warranty Statement, DTNA must warrant the emission control system components for the vehicle in accordance with either Diesel Emission 2010 or Gasoline Evaporative Emission 2011, whichever is applicable.

- ATS ACM Mounting Bracket and Protective Cover
- DEF Tank Mounting Brackets/Hardware
- DEF Pump Mounting and Protective Cover

- Spark-ignition engines and light heavy-duty vehicles 5 years/50,000 miles (80 500 km), whichever occurs first
- Compression ignition engines and medium and heavy heavy-duty vehicles 5 years/100,000 miles (161 000 km), whichever occurs first

# 3.7 Coverage Exclusions

The following components, parts, or conditions are specifically excluded from coverage under this Warranty.

<u>Note</u>: Parts found defective prior to installation must be filed as a Parts Adjustment Request (PAR) to the Parts Distribution Center (PDC).

### **Aerodynamic Wheel Covers**

Aerodynamic wheel covers are excluded from coverage under Warranty.

Note: Mounting loose covers on Freightliner Cascadia trucks may be reimbursed; varies by model/specifications.

<sup>&</sup>lt;sup>2</sup> Coverage period is 5 years/50,000 miles (80 500 km), whichever occurs first.

The following are excluded under Emissions coverage but are covered under standard New Vehicle Warranty coverage:

<sup>&</sup>lt;sup>4</sup> Diesel Emission 2010 components and emission-related defects in the marked components listed are included in this coverage. Coverage duration:

<sup>&</sup>lt;sup>5</sup> To the extent warranted under component manufacturers' GHG21 emission-related warranty responsibilities, as detailed in warranty documentation.

<sup>&</sup>lt;sup>6</sup> Spark plugs are warranted under Basic Chassis coverage or until the first required maintenance, whichever comes first.

<sup>&</sup>lt;sup>7</sup> Coverage period is 2 years/24,000 miles, whichever occurs first. File claims directly to tire manufacturer.

### **Air Springs**

Tolerance buildup can occur during the assembly process of the rear suspension and rear cab air springs, and can cause the springs to have the appearance of being crooked, misaligned, or improperly installed. This tolerance buildup is not detrimental to the operation of the vehicle and will not have an effect on either the quality of the ride or the durability of the components or vehicle. Straightening of these springs is not covered under Warranty.

### Alignment of Axles/Wheels/Steering Wheel

Each DTNA vehicle manufacturing plant uses an integrated alignment system to align axles and wheels and to center the steering wheel to DTNA specifications. Realignment or readjustment of these items, including steering stops and steering poppets, is not covered under Warranty.

Any special alignment settings at the request of the Owner must be handled between the service location and Owner after delivery from factory. These special adjustments are not covered under Warranty.

### **Axle Breather Vents**

During the manufacturing process, an oil run or drip stain may appear at the breather vent. Removing the vent, applying pipe sealant to the threaded vent fitting and re-installing the vent is unnecessary. Removing the axle breather vent and re-sealing the threaded fitting is not covered under this Warranty.

### **Cab Interior Components**

The repair or replacement of cab interior components that are rendered unserviceable due to normal wear or abuse are not covered under this Warranty.

These components include, but are not limited to:

- Curtains
- Floor coverings (including floor mats)
- Painted trim components
- Steering wheel
- Steering wheel wrap
- Upholstery
- Window shades

### Chrome Surfaces, Aluminum, and Stainless Steel Components

The following items ARE covered under this Warranty:

- Chrome peeling off in sheets
- Chrome cut at mounting bolts due to over-torque at the factory
- Bubbles in the chrome that are not caused by rock chips and/or general rust conditions
- Isolated rust along seams or welds

The following items are NOT covered under this Warranty:

General rust (e.g., rust on the unfinished backside of a bumper)

- Dimpling at the mounting bolts
- Staining, bluing, and/or yellowing that can be cleaned with a quality cleaning product
- Rust, pits, and/or nicks caused by road wash or road debris breaking the chrome surface
- Streaks/stains/corrosion caused by severe wash solutions or corrosive road salts/chemicals

Claims pertaining to failures of chrome surfaces, aluminum, and stainless steel components will not be processed unless a clear photo is provided that adequately shows the defect.

### **Clutch Adjustment**

Clutch adjustments are normally required due to clutch wear and are considered normal maintenance. However, if the clutch adjustment is found to be outside of Company specifications during, or prior to, product in-service, a claim will be accepted on a one-time basis.

Claims for clutch adjustments will not be accepted unless the adjustment is found to be outside of Company specifications using the special clutch adjustment measuring tools provided by Company (e.g., adjusting the clutch to satisfy feel will not be accepted as Warranty).

### Competition

Warranty will become void on any product that is used in competition including, but not limited to:

- Racing
- Tractor pulls
- Other motor sports

### **Consumable Parts**

Parts that are subject to consumption during their normal service life and are routinely replaced during normal maintenance services are covered up to 15,000 miles (24 000 km) for all DTNA vehicles except TBB bodies and chassis. TBB consumable parts are covered up to 30 calendar days from the date of in-service. These items are:

- Antennas (exception: satellite radio antennas)
- Ashtrays
- Belts
- Brake linings
- Cigarette lighter assembly
- Clutch brake
- Clutch linings
- Data logger batteries
- Desiccant cartridges
- Fire extinguishers
- Flash tubes
- Fluorescent ballast and tubes
- Fuses
- Gladhand
- Hosetennas

- Light bulbs\*
- Lower center bumper air dam
- Mattresses
- Mud flaps
- Mud flap mounting brackets
- Caps (including, but not limited to, DEF, fuel, radiator, surge tank)
- Receiver-drier filter
- Trailer air hoses
- Trailer electrical cables
- Windshield washer nozzles
- Wiper arms and blades (TBB makes wiper blades only)

The cost of consumable parts which are not reusable due to needed warrantable repairs is covered by this Warranty; examples include but are not limited to:

- Antifreeze
- Coolant
- Filters
- Fluids
- Grease/lubricants
- Oil

#### Corrosion

Coverage provides Warranty against corrosion to any metal or metal alloy part of the vehicle. Rust or corrosion to specific components and/or caused by certain conditions are excluded from all Company Warranty coverage and will not be paid under Basic Vehicle, Cab Structure, Cab Corrosion, Aftermarket Parts Warranty, or Extended Service Coverage.

Exclusions to corrosion Warranty include, but are not limited to, the following:

- Corrosion caused by general rust (e.g., rust on the unfinished backside of a bumper)
- Surface rust caused by chips or scratches in the paint or chrome surfaces
- Corrosion caused by high-pressure washing, severe wash solutions, cleaning solvents, detergents, compounds
- Corrosion caused by salinity in the environment or corrosive salts and/or chemicals used on the road surface
- Corrosion caused by acid rain or other industrial fallout
- Corrosion due to improper prevention measures during storage or use
- Corrosion or rust on tone rings, rotors, or drums
- Corrosion due to environmental damage (including ocean spray); airborne fallout (includes chemicals, tree sap, etc.), or other atmospheric conditions or other acts of nature
- Corrosion due to improper use, misuse, or abuse, negligence, including improper or insufficient maintenance

<sup>\*</sup> Sealed light and LED assemblies are not considered consumable.

### **Damage**

The following are not covered under Warranty:

- Damage caused by use of the vehicle in any application that is not approved or is inconsistent with build specifications
- Damage resulting from improper use or misuse or abuse, negligence, improper operation, improper or insufficient maintenance (including, but not limited to, failure to maintain vehicle as outlined in the Driver's/Operator's and Maintenance Manuals), overloading, unauthorized modifications, accidents, or operation at excessive speeds
- Environmental damage, including airborne fallout (including chemicals, tree sap, etc.), or other atmospheric conditions, hailstones, or other acts of nature
- Damage caused by road salts/chemicals or cleaning solvents, detergents, or compounds
- Storage deterioration including damage caused by improper or insufficient storage or maintenance
- Damage caused by road hazards or road conditions
- Damage caused during shipping/transport after initial delivery of vehicle
- Damages (including peeling or flaking) caused by high-pressure washing or steam cleaning
- Damages occurring after in-service (e.g., from rock chips)
- Damages caused by customer-installed sealer in air conditioning systems
- Damages caused by non-factory approved engine horsepower/torque upgrades
- Damage due to vibration associated with misapplication or improper operation of drivetrain components
- Damage due to terrorist activities
- Damage due to acts of war

### **Engine**

Any DTNA engine in a vehicle on which odometer mileage has been changed so the mileage cannot be readily determined is excluded from Warranty.

Non-DTNA engines, including all of its components as supplied by the non-Company engine manufacturer, are excluded from Warranty but are warranted separately by the manufacturer of the engine. For non-DTNA engine warranty or service, contact the engine manufacturer's authorized sales and service facility.

# Engine Brakes, Air Compressors, and Other Proprietary Engine Components

The engine manufacturer installs most air compressors and engine brakes. Any failure of a proprietary engine component or Jake Brake® component must be filed directly to the engine manufacturer.

Failures on Company engines and non-proprietary engine components can be filed through DTNA.

### **Exhaust System Clamps**

During the early life of the vehicle or when the engine is cold, many exhaust clamps exhibit a soot trace. This condition is self-correcting and does not require adjustment, tightening, or replacement of the clamp. Claims for adjusting or tightening will not be paid under Warranty.

#### **Fifth Wheels**

Adjustment of the locking mechanism, bushings, slide locking plungers, and the repair or replacement of lock guards are considered routine maintenance and are not covered under this Warranty.

### Glass, Mirrors, Lens

Conditions excluded from Warranty include but are not limited to:

- Breakage
- Chips
- Scratches
- Cracks

### **Initial Operating Period**

During a vehicle's Initial Operating Period (IOP), repair on components found loose and included on a scheduled maintenance table may be reimbursed by Company. The IOP for DTNA vehicles is as follows:

Make	IOP <sup>1</sup>
Freightliner, Western Star	Up to 15,000 miles/24 000 km²
FCCC	Up to 25,000 miles/40 000 km²
TBB Bodies and TBB Chassis <sup>3</sup>	Up to 6 months from in-service date

<sup>&</sup>lt;sup>1</sup> IOP does not apply to powertrain components.

Routine maintenance, servicing, and adjustment, as defined in the applicable Vehicle Maintenance Manual and Driver's Manual, are excluded from Warranty.

Periodic adjustment or re-torque of wheel bearings, wheel lug nuts, and suspension U-bolts are considered maintenance adjustments and are not covered under Warranty.

Vibrations, squeaks, rattles, loose fittings/clamps, hose fitting leaks, loose nuts/bolts/screws, and loose electrical connections may develop during the initial trip(s) of the vehicle; associated repairs/adjustments are covered under Basic Warranty unless the distance at which the condition occurs exceeds the published maintenance interval for the component.

<sup>&</sup>lt;sup>2</sup> The IOP begins at zero (0) distance; the in-service distance does not affect the IOP distance limits.

<sup>&</sup>lt;sup>3</sup> TBB applications utilizing FCCC chassis retain the FCCC IOP separate from the TBB body.

Components included on a scheduled maintenance table that have loosened at a time or distance exceeding the first scheduled maintenance or outside the IOP, whichever is greater, are not covered under Warranty and are the responsibility of the customer.

Components Found Loose <u>and</u> Included on a Scheduled Maintenance Table	Prior to First Scheduled Maintenance	After First Scheduled Maintenance
Within IOP	File Claim	File Claim
Outside IOP	File Claim	Customer Responsibility

 Components that do not appear on scheduled maintenance tables are not subject to IOP limitations and are covered per the applicable coverage and exclusions.

Consumable items are addressed separately from IOP; see **Consumable Parts** elsewhere in this section for details.

Exclusions from Warranty during the IOP are:

- Cab, hood, and fender-mounted mirrors are adjusted at the factory but may be retracted by the transporter to prevent damage during transport. Subsequent adjustments and tightening of mirror mounting
  hardware are considered part of the routine preparation of the vehicle before Customer delivery. Claims
  for adjusting the mirrors or tightening of the attaching hardware will not be paid under Warranty during
  or after the IOP.
- Claims for re-routing of electrical wiring, hoses, or lines which meet DTNA's routing standards will not be
  paid under Warranty during or after the IOP. However, if during the IOP, evidence of a potential failure
  (e.g., rubbing or chaffing that would lead to a short in a wire or a hole in a hose/line) is found where a
  line, hose, or electrical wiring is mis-installed and is making contact with one of the following, a one-time
  claim for correcting the routing will be accepted:
  - Hot surface
  - Moving part
  - Sharp edge

Such claims should be filed with 28 - Part Improperly Installed as the Cause code; photos that clearly show evidence of rubbing or chaffing due to mis-installation must be available upon request.

<u>Note</u>: Preventative re-routing for other conditions not listed above is not considered warrantable. However, if a line, hose, or electrical wiring actually fails (i.e., leaks or shorts) due to rubbing or chaffing on any surface, such failures are covered per the applicable coverage and exclusions.

 Final preparation of the vehicle for Customer delivery to include cleaning/vacuuming interior of cab, washing windows, washing the exterior of the vehicle, and polishing exterior chromed or painted surfaces are considered as ordering location responsibilities. Claims for these activities will not be paid under Warranty during or after the IOP.

### **Loose Components**

During the manufacturing process, certain components are placed in the cab of the vehicle or strapped down to the chassis. It is the service location's responsibility to mount these shipped loose items in the correct location on the vehicle. Mounting the shipped loose items below will not be covered under Warranty.

These items include, but may not be limited to:

- Aerodynamic wheel covers
  - Exception: Mounting covers on Freightliner Cascadia trucks may be reimbursed; varies by model/ specifications
- Antennas
- · Chrome lug nut covers
- Decals & paperwork
- Driver's pouch
- Fire extinguishers
- Jacks
- License plate brackets
- Mattress
- Reflectors with flares
- Reflectors without flares
- Spare wheels/tires
- Tire inflation hoses
- Trailer cables (air/electrical)
- Winter fronts

### **Misapplication of Product**

The Warranty on any product used inconsistent with its specified vocation/application will be downgraded to the Warranty that is consistent with product use. Any and all claims associated with the misapplication of the product will be subject to chargeback.

### **Miscellaneous Expenses**

Premium charges and work not directly related to the repair or replacement of a warranted part are not reimbursed, unless specifically stated elsewhere in the applicable Warranty coverage. Examples include, but are not limited to:

- Federal, state, provincial, and local taxes
- Travel expenses
- Loss of revenue
- Customer labor, including overtime labor
- Downtime
- Driver's expenses
- Cost of rental equipment
- Loss of cargo, including perishable cargo
- General housekeeping and bulk shop supplies (e.g., shop rags, solvents, sweeping compounds, coveralls, etc.)
- Communication charges
- Towing/road call assistance
- For non-powertrain component repairs, the removal, repair, or replacement of:

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- Components/parts and optional items that are not sold or installed by Company
- Equipment installed by a body builder, customer, or service location
- Dynamometer testing on non-Company engines after repairs have been performed
- Shop hardware supplies that are not itemized on the claim as "parts used" (e.g., common bolts, washers, nuts, tie straps, cotter pins, etc.)
- Time spent waiting at a counter to obtain a part, etc.
- Environmental fees, cleanup, or other charges
- Cost of emergency services

### **Modifications to Original Equipment**

Company does not warrant product modifications or equipment installations unless performed at a Company Custom Truck Services (CTS) Center. In addition, the extra time necessary to remove body builder-installed items and/or equipment to work on a warrantable repair is not covered under this Warranty unless Company sells the complete chassis/body/equipment as a package.

If service locations or Customers perform any product modifications or equipment installations, to the extent these modifications or equipment installations adversely affect other vehicle components or vehicle performance, Company shall not accept any product liability or claims under the terms of the product Warranty. These claims become the sole responsibility of the person performing the modifications or equipment installations.

#### **Paint**

The following exclusions to paint warranty include, but are not limited to:

- Complete chassis re-painting to repair paint damages
- Damages occurring after in-service (e.g., from rock chips)
- Peeling/flaking caused by high-pressure washing or steam cleaning
- Rusting of painted bumpers
- Removal and/or replacement of decals, striping, and/or lettering not applied by Company

Specific areas of the vehicle are deliberately not painted or are not painted to any standard; paint repairs are not warrantable to such areas. These areas include:

- Underside of the hood, including the inside of the wheel wells
- Underside of the roof-mounted air fairings
- Underside of the exterior sun visor
- Inside of the side-mounted air fairings
- Inside of the bumper
- Aftertreatment devices

#### **Gloss**

Gloss claims pertaining to gloss issues on vehicles painted with low-gloss colors (as identified in the Truck/Bus Sales Order) will not be covered under Warranty.

### **Routine Maintenance**

Routine or preventative maintenance, servicing, and adjustment, as defined in the applicable Vehicle Maintenance Manual and Driver's Manual, are excluded from Warranty.

Periodic adjustment or re-torque of wheel bearings, wheel lug nuts, and suspension U-bolts are considered maintenance adjustments and are not covered under Warranty.

Vibrations, squeaks, rattles, loose fittings/clamps, hose fitting leaks, loose nuts/bolts/screws, and loose electrical connections may develop during the initial trip(s) of the vehicle and these types of repairs/adjustments are covered under Warranty one (1) time during the applicable IOP unless excluded above.

<u>Reminder</u>: After the IOP, these developments are the result of use and their repair/adjustment activities are considered routine maintenance and thus excluded from Warranty.

### Tampering/Misuse

Conditions resulting from tampering, misuse, improper adjustments, alteration, accident, failure to use recommended fuel or non-performance of required maintenance services are not covered.

It is a violation of U.S. federal law to alter the engine, exhaust plumbing, after treatment system, diesel exhaust fluid system, or other vehicle components in any way that would bring the engine/vehicle out of compliance with certification requirements [Ref: 42 U.S.C. §7522(a)(3)]. It is the Owner's responsibility to maintain the vehicle so that it conforms to EPA regulations.

#### **Test Products**

Any product(s) used in testing must be identified to the Warranty Department and accommodations must be made for claims that relate to the test item(s).

Any product used in endurance testing, such as the Altoona Test, are void of all Warranty, including but not limited to New Product Warranty, Aftermarket Parts Warranty, Extended Service Coverage, or any Company additional or used truck coverage.

### **Tires and Tire Balancing**

The tires are not covered under this Warranty, but are warranted separately by the tire manufacturer. Tire balancing is not covered under Warranty.

### **Transmissions (Non-Company)**

Allison transmissions and components are not covered under this Warranty, but are warranted separately by Allison. Information regarding Allison's warranty is provided for informational purposes only and is subject to change. For warranty or service information, contact Allison's authorized sales and service facility.

Eaton Hybrid transmissions are not covered under this Warranty.

# 3.8 Transfer of Warranty

This Warranty is transferable to a subsequent Owner if it has not expired. To ensure the Owner receives proper Warranty recognition, the ownership information should be updated in OWL.

# 3.9 Change of Owner Address Information

To ensure Company's ability to reach the current Owner with Recall and Field Service campaign information, the Owner's information must be updated whenever there is a change to the Owner's name or address.

## 3.10 Product Improvement

Company reserves the right to make improvements or changes to the product at any time without incurring any obligation to make such changes or improvements to any other vehicle.

# 3.11 Owner's Responsibilities

DTNA provides Owner's Warranty Information booklets for Company products. When the Owner first receives a Company product, the service location should review the Owner's Warranty Information booklet(s) with the Owner. It is important that the new Owner becomes familiar with the contents about Warranty, parts replacement that affects emission controls, and maintenance service. It is the Owner's responsibility to ensure the product is maintained as outlined in the Driver's/Operator's and Maintenance Manuals and to maintain the vehicle so that it conforms to EPA regulations.

To initiate Warranty, the customer must complete and sign the Warranty Start Form (WAR275); service locations keep the signed form on file and register the vehicle with DTNA for Warranty.

As soon as a problem exists, the Owner is responsible for presenting the product to an Authorized Service Location. The Warranty repairs should be completed in a reasonable amount of time. The Owner should also be aware that DTNA may deny Warranty coverage if the product has failed due to abuse, neglect, improper maintenance, or unapproved modifications. DTNA recommends that Owners retain all receipts regarding product maintenance but Company cannot deny Warranty solely for the lack of receipts.

#### **PUBLIC HEARING NOTICE**

The Cody City Council will hold a public hearing on Tuesday, Feb. 15, 2022 at 7:00 p.m. or as soon thereafter as practical at 1338 Rumsey Ave., in the City Council Chambers to consider an application from Cody Craft Brewery to expand the downtown parking district as defined in City Code 10-16-2, which district provides a parking exemption of up to 100 spaces per business, to include the properties along the south side of Sheridan Avenue, from 16<sup>th</sup> Street to 19<sup>th</sup> Street, and to determine if it is in the public interest to modify the standards of the downtown parking district as applicable to the requested expansion area. Information is available at the Community Development Dept. in City Hall or by calling (307) 527-3472. Written comments may be directed to Community Development, P.O. Box 2200, Cody, WY 82414 and must be received prior to the date and time of the public hearing.

MEETING DATE: FEBRUARY 15, 2022 DEPARTMENT: PARKS, RECREATION AND

PUBLIC FACILITIES
PREPARED BY: MIKE FINK

PRESENTED BY: RICK MANCHESTER

#### **AGENDA ITEM SUMMARY REPORT**

Annual Request for CHS Graduation Party 2022

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

Request motion to approve the City Council sponsoring the 2022 Cody High School Graduation Party for the amount not to exceed \$830.00.

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

The Cody High School Graduation Party has not taken place at the Recreation Center since 2019.

Previous to Covid, the City Council has sponsored the annual Cody High School graduation party and paid a portion or all of the related fees out of the City Council contingency fund.

A group of local parents and students are organizing an all-night graduation celebration for the CHS Senior Class of 2022. This overnight activity is scheduled to be held on the "Dry Side" of the Recreation Center. They will not be using the Aquatics area. The party has been scheduled for May 28, 2022.

The celebration will run from 9:00 pm on Saturday, May 28 to 2:00 am on Sunday, May 29th

The normal closure time of the Recreation Center on Saturday is 6:00 pm. The committee is planning a wide variety of activities for the "lock-in" style of party. Students will not be allowed to leave and re-enter the celebration. In addition to the chaperones from the graduation committee, a City Rec Center staff member will also be on site.

#### **FISCAL IMPACT**

A minimum of one staff member will be scheduled to work this event. It is estimated that the direct salary cost to the City will be approximately \$130.00.

The standard member rental fee for the Rec Center is as follows:

Gymnasiums \$450.00 Multipurpose room \$100.00 Hallway \$50.00 Racquetball Court \$100.00 Front desk staff \$130.00 Total \$830.00

#### **ALTERNATIVES**

- 1. Approve sponsoring the CHS graduation party in the amount not to exceed \$830.00
- 2. Do not sponsor the event, but instead waive the fee.
- 3. Deny the request.
- 4. Funding not to exceed a different amount approved by City Council.

#### **ATTACHMENTS**

None

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

Rick Manchester, Parks, Recreation & Public Facilities Director Mike Fink, Recreation and Public Facilities Superintendent Elizabeth Radokovich, CHS Parent Advisor Committee

MEETING DATE: FEBRUARY 15, 2022

DEPARTMENT: FINANCE

PRESENTED BY: LESLIE BRUMAGE

# AGENDA ITEM SUMMARY REPORT Reduce Repair Charges Billed to Contractor for Damage to City Property

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

Consider a request from Frank Forshee to reduce the amount owed to the City of Cody for the repair of damaged electrical equipment during an excavation.

### **SUMMARY OF INFORMATION:**

On October 14, 2021, the electrical superintendent, Dane Austin, was contacted about electrical lines that were hit during excavation work done at 47 Southfork Road. The electric crew reported that the primary underground cable had been pulled out of the ground by a backhoe, causing damage to a 25Kva transformer and a 600amp sectionalizing cabinet.

The locate for this excavation was obtained from One-Call on July 28, 2021 by Frank Forshee, with Forshee Construction. By the time the excavation took place, the locate ticket had expired and the contractor had not called One-Call for an updated locate as required by State Statutes.

An invoice for the damages in the amount of \$4,638.87 was sent to Forshee Construction on October 15, 2021. The City sent two statements to Frank showing the outstanding balance due plus accrued finance charges on November 30, 2021 and December 31, 2021.

On January 13, 2022, Frank contacted Luana Govin in Finance regarding the unpaid invoice and requested a meeting the next day. On January 14, 2022, Frank met with Dane Austin, Luana Govin, and Leslie Brumage at City Hall, where Frank provided information regarding the delay in the excavation.

Frank has since stated he would be agreeable to either splitting the cost of the repairs with the City or paying for the materials used for the repair. Since staff is not authorized to reduce or negotiate the amount of an invoice for damages, Frank was provided an agenda summary request to complete so he could make his request to the City Council for consideration.

In most cases when damage to City property occurs, the City pursues payment in full from either the individual/entity's insurance company, through court restitution, or from the individual/entity directly. In this case, charges were not filed and insurance information was not available to the City so the contractor was invoiced directly.

#### **FISCAL IMPACT**

Finance charges have been assessed on the unpaid balance in accordance with City Code Section 1-8-1 at a rate of 1.5% per month. The repair cost was \$4,638.87 including materials and labor. The current balance due including accrued finances charges of \$139.16 is \$4,778.03.

AGENDA IT	'EM NO	_
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#### Staff recommendation is:

- Waive the finance charges in the amount of \$139.16
- Remove the labor cost from the bill in the amount of \$1,222.83
- The remaining balance of \$3,416.04 to be paid to the City by Frank Forshee by February 28, 2022

#### **ATTACHMENTS**

- 1. Agenda Request Form
- 2. Invoice to Forshee Construction
- 3. One-Call Ticket
- 4. Statement from Dane Austin, Electrical Superintendent

ACENDA	ITEM NO.	
AGENUA	II EN 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, and/or provide additional information. Note: Some request 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, preferred lead time 14 days minimum to allow sufficient time for internal review. Untimely submission may result in the inability to be considered for approval. Council packets are prepared the in advance prior to the Tuesday meetings. Note 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 Frank Torske
Organization Represented Self
Date you wish to appear before the Council Feb 14
E-Mail Address htebile @yaMelephone 307 - 899 - 4280
E-Mail Address hebile a valifielephone 307 - 899 - 4280  Names of all individuals who will speak on this topic Frank Forskel
Event Title (if applicable)
Date(s) of Event (if applicable) $16-15-21$
Location of Event (if applicable) 47 S. Fork Rd
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)  Events + actions in valued with damage to necessary and map showing location of event where applicable)  A water top at 47 S F Read
Which City employee(s) have you spoken to about this issue? Dan Aus Th
Signature Frank N Forskell Date 1-14-22

#### INVOICE

CITY OF CODY 1338 RUMSEY AVE PO BOX 2200

**CODY WY 82414** 

Bill To:

Phone: 307-527-7511 Fax:

Date	Number	Page
10/15/2021	16730	1

FORSHEE CONSTRUCTION

**PO BOX 70** 

**HYATTVILLE WY 82428** 

Customer No. 4078

Contact: FRANK FORSHEE

Due Date: 10/15/2021 Terms: ON RECEIPT

Quantity	Description	Unit Price	Net Amount
1	DAMAGE TO ELECTRIC LINE AND TRANSFORMER	4,638.87	4,638.87
D.4.4.4	GE OCCURRED WHILE EXCAVATING WITHOUT A CURRENT		

DAMAGE OCCURRED WHILE EXCAVATING WITHOUT A CURRENT LOCATE AT 47 SOUTHFORK ROAD

**Balance Due** 

4,638.87

When you provide a check as payment you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call an Administrative Services representative at 307-527-7511

Any charges which are not paid by the due date shown shall be subject to a charge of 1.5% per month

To ensure proper credit to your account, detach this section and return it with your payment

**Customer No.** 

4078

Invoice No.

16730

City of Cody PO Box 2200 Cody, WY 82414

**Amount Due** 

4,638.87

**Amount Paid** 

Please make your check payable to the City of Cody

#### City of Cody Electrical Division

Bill for damages: Equipment Damage 10-14-21, 47 Southfork Hwy

Bill To: Frank Forshee

Job Description: Damages to electrical equipment while excavating without current locates.

Bill:\_X\_ Estimate: \_\_\_

Description Materail used  1/0 okinite primary cable 25Kva transformer, 7.2kv; 240/120  1/0 Cooper elbows; 15kv; 200amp 600amp to 200amp bushing adapter 4" Conduit repair system Misc. Items, grd con, clean-up materail	QTY 210 1 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$4.14 \$2,188.84 \$36.49 \$83.00 \$10.13 \$60.00	ft. ca.	\$0.00 \$869.40 \$2,188.84 \$72.98 \$33.00 \$141.82 \$60.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	QTY	Rate	Per	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
Materail used  1/0 okinite primary cable  25Kva transformer, 7.2kv; 240/120  1/0 Cooper elbows; 15kv; 200amp  600amp to 200amp bushing adapter  4" Conduit repair system	1 2 1 14	\$2,188.84 \$36.49 \$83.00 \$10.13	ea. ea. ft.	\$869,40 \$2,188.84 \$72.98 \$83.00 \$141,82 \$60,00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00				\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
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				\$0.00				\$0.0
				\$0.00				\$0.0
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				\$0.00				\$0.00
Estimated				\$0.00				\$0.0
Equipment & Labor Charges				\$0.00				\$0.0
manhours labor - ( men - hrs)				\$0.00	15	\$47.77	hr	\$716.5
OT manhours labor - ( men - hrs)				\$0.00		\$71.65	hr	\$0.00
Holiday manhours labor - ( men - hrs)				\$0.00		\$119.42	hr	\$0.0
eqpt charge - trackhoe ( hrs)				\$0.00		\$33.77	hr	\$0.0
eqpt charge - digger derrick ( hrs)				\$0.00	3	\$77.35	hr	\$232.0
eqpt charge - Ig bucket truck ( hrs)				\$0.00	3	\$52.54	hr	\$157.6
eqpt charge - sm bucket truck ( hrs)				\$0.00	3	\$38.88	hr	\$116.6
eqpt charge - service truck ( hrs)				\$0.00		\$20.80	hr	\$0.00
eqpt charge - cable puller ( hrs)				\$0.00		\$19.85	hr	\$0.00
				\$0.00				\$0.00
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				\$0.00	-			\$0.0
TOTAL INSTALLED COST		Material:		\$3,416.04		Labor:		\$1,222,8
Customer's Cost Allocation 1	00.00%			\$3,416.04				\$1,222.8
								\$4,638.8



### Ticket No: 20212602591

#### **Utility Details**

Utility ID:

20129

**Utility Name:** 

CITY OF CODY (CDY)

Utility Contact: KYLIE HANSON

Station Code:

CDY

Sequence No:

Phone

Previous Ticket No:

#### **Excavator Details**

**Excavator ID:** 

13801

Contact:

Frank Forshee

Company:

Forshee Construction

Phone: 307 899 4280 Mobile: Not Supplied

Ticket Medium

Email: htebile@yahoo.com

User Type: Contractor

#### Dig Site and Ticket Details



**Customer Remarks** 

Open Map

call for driving if need, locate entire prop for new construction

N44.511629/W-109.103029

Stations Affected List:

BLK, TI2, CDY, QL2, PP9, TCT

Ticket Status	Original			
Ticket Type	Regular			
User Reference	Homeowner			
Request Date (MST)	2021-07-02 02:19 PM			
Work Start Date (MST)	2021-07-08			
Work Expire Date (MST)	2021-07-28			
Address	47 Southfork Hwy Cody			
Nearest Cross Street	Monte Vista Ave			
Type of work	Construction			
Activity	Foundation Work			
Excavation Method	Mechanical Excavation			
Excavation Depth	>48in			
Public Property	None			
Private Property	Private Property			
Onsite Contact	Frank			
Onsite Phone	307 899 4280			
Urban/Rural	Urban			
Municipal District	Not Supplied			
Nearest Community	Cody			
Rural Subdivision	Not Supplied			
Latitude Longitude	44.511260 -109.102975			

Attachment: No Attachment Land Grids: TRSQ

T52N102W03NE,T52N102W03SE

Damage report

Date: 10-14-21 at 9:33

Location: 47 Southfork HWY

On October 14<sup>th</sup> at 9:33am, I received a phone call from Sean Collier that one of our lines were hit during some excavation work and that there was a power outage at 47 Southfork HWY. I'd contacted a crew to respond.

The crew leader reported back that the primary underground cable had been pulled out of the ground by a backhoe, causing damage to a 25Kva transformer and a broken bushing in a 600amp sectionalizing cabinet. I called another crew to assist. When I arrived to the location, I'd noticed that the locate marks were faded. After investigating the lack of "up to date locates marks" I could only find one Wyoming One Call Ticket dated back to July 2, 2021. This was ticket #-20212602591. This locate ticket had expired on July 28, 2021.

The crew made the repairs and I prepared a bill for the damages. I also contacted Frank Forshee , the contractor that caused the damage and asked him if he had an up to date locate ticket. He said the one from July was the only one he had called in. I'd explain to him that he would be responsible for the cost of the repairs. Mr. Forshee did not think that was fair.

#### One Call of Wyoming's Law:

Before beginning any excavation, the excavator is required by state law to give advance notice to the One-Call of Wyoming Notification Center (W.S. 37-12-302). Any person or entity planning an excavation is required to notify the Notification Center (One-Call of Wyoming) even if they own the underground facility being exposed during the excavation. Only a person with the appropriate understanding of location description and work details should be assigned to call in Locate Requests. Any person or entity planning an excavation is required to notify the Notification Center (One-Call of Wyoming). This includes professional contractors, homeowners and personal property owners. Before you dig you must contact 811, One-Call of Wyoming. It is the LAW.

Notice is to be given at least two (2) full business days, but not more than fourteen (14) business days, prior to beginning the excavation project (W.S. 37-12-302 (c) ).

Respect the Marks Paint markings, flags and other markings are very important to excavators. Excavators should plan their work so as to minimize damage to markings. If markings are disturbed or no longer visible the excavator should call the Notification Center and request the area be remarked. If an excavation on a single project lasts more than fourteen (14) business days, the excavator shall give notice at least once each succeeding fourteen (14) business day period (W.S. 37-12-302 (c)). When there is concern the locate marks may be destroyed during excavation work, excavators are advised to ask for an update/remark.

Dane Austin-City of Cody Electrical Superintendent

MEETING DATE: FEB. 15, 2022

DEPARTMENT: COMMUNITY DEVELOPMENT

PREPARED BY: TODD STOWELL

CITY ADM. APPROVAL:

PRESENTED BY: TODD STOWELL

# AGENDA ITEM SUMMARY REPORT The Final Plat of the Musser-Beacon Hill Commercial Subdivision

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

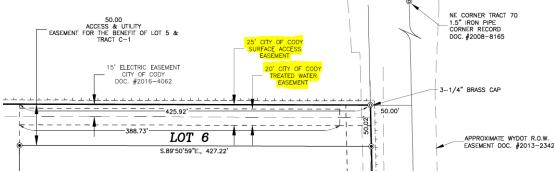
Approve the final plat of the Musser-Beacon Hill Commercial Subdivision, subject to conditions of approval.

#### **UPDATE**

This project was originally reviewed in December 2021. The following report has been updated, based on the final plat having since been updated pertaining to some easements, and a fire hydrant/water main plan being submitted as requested. This updated staff report only addresses what is necessary to review and approve the final plat.

There has been much discussion regarding the intended ownership, maintenance, and control of the water line along the north end of the subdivision. That issue would not need to be discussed in the context of this subdivision if it were not for the fact that the current subdivision relies on the fire hydrant on that line to meet fire hydrant spacing requirements for the subdivision. City staff has met with Mr. Musser and has come to an agreeable alternative that addresses the fire hydrant spacing requirement, which is sufficient for the purposes of the subdivision.

It is proposed that the water line in question be granted an easement for City ownership, operation, and maintenance, which easement would stop about 37 feet short of the Beacon Hill Road property line, so that no one other than Mr. Musser could connect onto that line and extend it as part of the public water system without negotiating with Mr. Musser. The proposed easement is shown below.



In order to eliminate the dead-end portion of the water line and provide better hydrant access, Public Works is agreeable to move the fire hydrant to near the end of the existing water line, which new end of line will be in the "20" City of Cody Treated Water Easement" shown on the final plat. To meet minimum fire hydrant spacing requirements for the subdivision, the developer will need to install an additional water main and connected fire hydrant, which fire hydrant is to be located somewhere in the middle of the Beacon Hill Road subdivision frontage. The developer has provided conceptual drawings of different options of how that can occur. To avoid future interpretation and misunderstanding problems related to

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

his additional water main and fire hydrant, additional clarity is needed. Therefore, it must be understood that:

- 1) This additional water main and hydrant must be installed to City standards and accepted for City ownership and maintenance prior to issuance of any building permit for any lot that will rely on the fire hydrant to meet fire hydrant requirements (this likely, but not necessarily, includes Lots 2, 3 and 4);
- 2) A minimum 20-foot-wide easement to the City of Cody for the water line must be in place before the water line is constructed, which easement if run north-south must abut the east property line of the subdivision, and if run east-west must extend to the east property line of the subdivision and abut one of the common lot lines:
- 3) The water line shall be located in the middle of the easement and shall either run along or extend to within 10 feet of the east property line, unless determined otherwise by Public Works as necessary to maintain spacing from other existing or planned utilities;
- 4) The precise fire hydrant location, as proposed by the property owner, must be agreeable to Public Works (as the utility provider) and the fire marshal (pursuant to fire code authority) and shall be in the immediate proximity of the east property line next to Beacon Hill Road;
- 5) The WY DEQ permit for the work shall identify the City of Cody as the owner and operator of the water main and hydrant (facility);
- 6) The construction plans must be reviewed and approved by Public Works prior to construction;
- 7) The developer is responsible for all engineering, surveying/staking, materials, installation, testing and other costs for development of the water line and fire hydrant;
- 8) The work will be done by the developer's contractor; and,
- 9) Immediately upon completion and City approval of the installation, all components of the water main and fire hydrant installation are to be transferred to the City for ownership, operation, and maintenance, at no cost to the City. A letter from the mayor to accept the improvements on behalf of the City will be issued to the developer.

Also, the applicant requests that prior to any extension of the water main serving the fire hydrant, or of the 10" water main located on Lot 6 and east of the line that runs south to The Landing Subdivision, that there must be reasonable assurance, as determined by Public Works and the property owner's engineer, that the water main extension and connections thereto will not be a substantial detriment to the ability to serve the lots in this subdivision with sufficient domestic water for their potential uses.

#### **SUMMARY**

Harold Musser has submitted the final plat application for a 6-lot subdivision located on the west side of Beacon Hill Road, north of Sheridan Avenue. The zoning of the property is Open Business/Light Industrial (D-3), except the area of proposed Lot 1 which is zoned D-2. The property is currently vacant.

The subdivision ordinance requirements were reviewed with the preliminary plat approval. Variances were granted to the alley, block length, and improvement district requirements at the time of the preliminary plat review. The conditions of the preliminary plat approval are noted below, with the status of each, as updated since the report to



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the Planning and Zoning Board was issued. The final plat, and a preliminary plat showing the utilities, are attached.

# Status of Preliminary Plat Conditions:

1. Access for Lots 2 and 3 is limited to the 50' by 50' access easement. Add a note to the final plat indicting these restrictions.

Status: Met—note added.

2. The Public Use Area requirement is delayed until such time, if ever, that residential development is proposed, and shall be in the form of cash-in-lieu. Calculations shall be made for the lot proposed for residential development, based on the land value and City code requirements then in effect. Add a note to this effect on the final plat.

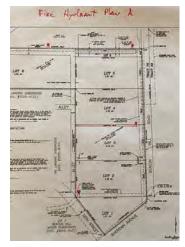
Status: Met—note added.

3. With the final plat application, provide an irrigation water distribution plan and approval of the plan by the irrigation district.

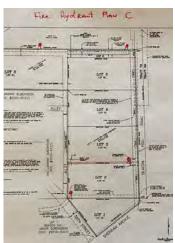
Status: Met—water distribution plan and approval certificate are attached.

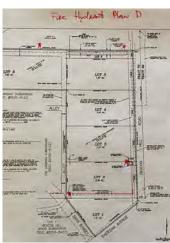
- 4. With the final plat, provide verification from Cody Canal that they consent to the vacation of the drainage easement and irrigation easement.
  - Status: Met—Cody Canal did not express that they were in opposition to the vacation, and affected properties are planning to sign the consent statements on the final plat.
- 5. Develop a plan for installation of the additional hydrant with the fire marshal. Submit the agreed upon plan with the final plat application. The hydrant must be installed prior to development on the affected lot(s) that rely on the hydrant to meet code.

Status: The situation is described in the introductory "Update" section of this agenda summary. Several fire hydrant plan conceptual options have been identified, and other viable options may exist and be authorized in the future. As the developer is agreeable to providing the additional water line, fire hydrant, and associated easement as outlined in the "update" section and this paragraph, this requirement will be considered met. Options presented by the developer are shown below. The City and developer retain their abilities to negotiate over which alternative is the most appropriate as development is proposed on the lots.









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6. Make the corrections/edits to the preliminary plat noted in the staff report, and carry them forward to the final plat.

Status: Met.

7. The final plat application and construction documents shall otherwise comply with the City subdivision ordinance. Include a title report/search to verify that all applicable easements and other encumbrances are identified.

Status: Met—title report was provided and reviewed. The final plat was reviewed and appears accurate except as noted in #2 below.

#### Other:

1. It is noted for documentation purposes that the water and sewer tap and connection fees are not being collected with the final plat, but will need to be paid in the future based on the tap sizes requested. A note to this effect has been added to the final plat.

# **ALTERNATIVES:**

- 1. Approve the final plat, subject to conditions.
- 2. Deny the final plat due to non-compliance with any condition of preliminary plat approval.

# **RECOMMENDED MOTION:**

- 1) Accept as potential options for providing fire protection the scenarios outlined in the agenda summary;
- 2) Direct Public Works to move the fire hydrant to near the end of the existing north water main towards the east end of Lot 6 as described in the agenda summary;
- 3) Grant a subdivision variance to allow the engineering for the additional water main to occur after the final plat is approved;
- 4) Commit that prior to any extension of the water main serving the fire hydrant near the middle of the Beacon Hill Road frontage, or of the 10" water main located on Lot 6 and east of the line that runs south to The Landing Subdivision, that there will be reasonable assurance, as determined by Public Works and the property owner's engineer, that the water main extension and connections thereto will not be a substantial detriment to the ability to serve the lots in this subdivision with sufficient domestic water for their potential uses; and,
- 5) Approve the final plat of the Musser—Beacon Hill Commercial Subdivision subject to the following conditions:
  - A) Prior to issuance of a building permit for the development of any lot that requires it (this likely, but not necessarily, includes Lots 2, 3 and 4), the developer shall install an additional water main and connected fire hydrant, which fire hydrant is to be located somewhere in the middle of the Beacon Hill Road subdivision frontage, according to the options conceptually shown in this report, or other option(s) approved by Public Works and the Fire Marshal. The following requirements apply to the additional water main and fire hydrant:
    - The additional water main and hydrant must be installed to City standards and accepted for City ownership and maintenance prior to issuance of any building permit for any lot that will rely on the fire hydrant to meet fire hydrant requirements (this likely, but not necessarily, includes Lots 2, 3 and 4);

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- ii) A minimum 20-foot-wide easement to the City of Cody for the water line must be in place before the water line is constructed, which easement if run north-south must abut the east property line of the subdivision, and if run east-west must extend to the east property line of the subdivision and abut one of the common lot lines;
- iii) The water line shall be located in the middle of the easement and shall either run along or extend to within 10 feet of the east property line, unless determined otherwise by Public Works as necessary to maintain spacing from other exiting or planned utilities;
- iv) The precise fire hydrant location, as proposed by the property owner, must be agreeable to Public Works (as the utility provider) and the fire marshal (pursuant to fire code authority) and shall be in the immediate proximity of the east property line next to Beacon Hill Road;
- v) The WY DEQ permit for the work shall identify the City of Cody as the owner and operator of the water main and hydrant (facility);
- vi) The construction plans must be reviewed and approved by Public Works prior to construction;
- vii) The developer is responsible for all engineering, surveying/staking, materials, installation, testing and other costs for development of the water line and fire hydrant;
- viii) The work will be done by the developer's contractor; and,
- ix) Immediately upon completion and City approval of the installation, all components of the water main and fire hydrant installation are to be transferred to the City for ownership, operation, and maintenance, at no cost to the City. A letter from the mayor to accept the improvements on behalf of the City will be issued to the developer.
- B) Modify Note 4 to refer to installation of "water main(s) and fire hydrant(s)" instead of "fire lines and hydrants".
- C) Modify the label of the 30' public utility easement and irrigation easement to the following, as recommended by the City attorney:
  - "30' public utility easement for public benefit and the City of Cody. Also an irrigation easement to benefit all lots within Musser-Beacon Hill commercial Subdivision and Tract C-1 of the Amended Plat of the Country Estates Subdivision No. 2."
- D) Lot 4 has a 20' by 20' public utility easement on its northwest corner from the underlying plat. Either the easement needs to be shown, or it may be vacated if language is added to the Certificate of Owner and the Consent to Vacate for Kip B. Thiel, and it is shown as being vacated on the map.

Note: Conditions that were listed in the last version (2 and 3 in that version) are no longer necessary, as they have already been addressed.

# **ATTACHMENTS:**

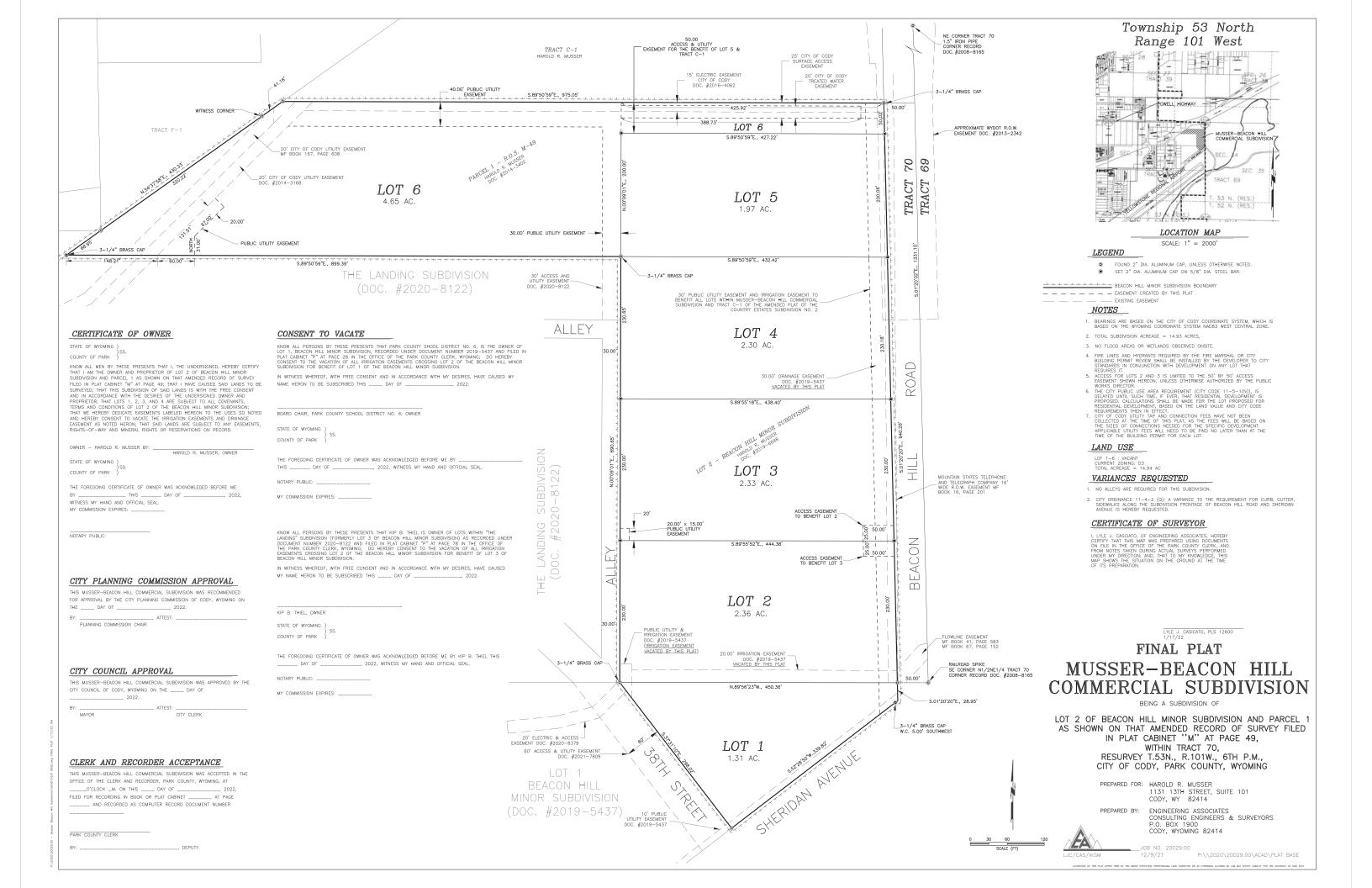
Final Plat

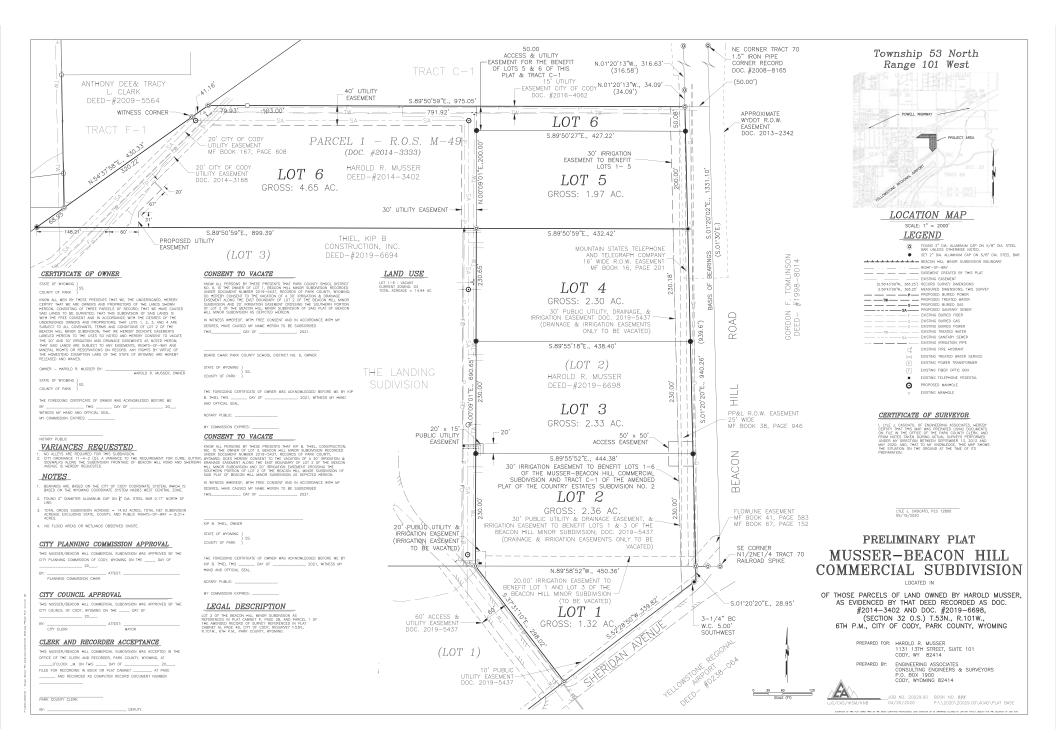
Preliminary Plat with original utility plan

(Additional attachments were included in the prior version and are available upon request.)

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<b>AGENDA</b>	ITEM NO.	





#### **RESOLUTION 2022-05**

# A RESOLUTION ADOPTING THE 2022 Electrical Distribution Standards Policy

#### WITNESSETH:

WHEREAS, the City of Cody is a supplier of power and energy to its citizens; and

WHEREAS, as part of its obligation to the citizens of Cody, and to insure that electrical services installed within the City limits meet accepted safety standards and are constructed in such a manner as to minimize conflicts with other utilities and maximize reliability of service, furthermore to insure that the policy remains up to date, the City of Cody has amended the 2020 Electrical Distribution Standards Manual.

WHEREAS, the City of Cody desires to provide to electrical contractors and developers operating within the City of Cody a common set of requirements for the installation of electrical facilities, and that such requirements reflect the name used in the City ordinances.

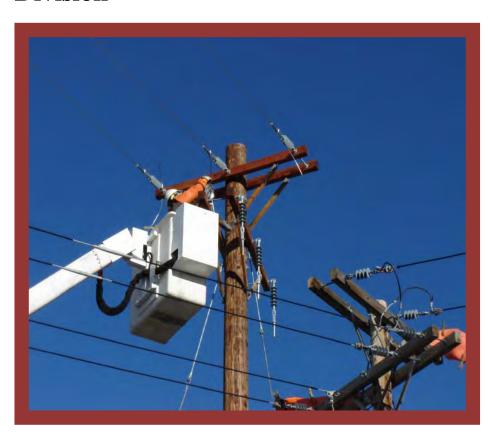
THEREFORE, BE IT RESOLVED BY THE CITY OF CODY that the 2022 Electrical Distribution Standards Policy is adopted by the City of Cody.

PASSED, APPROVED AND ADOPTED THE 15th DAY OF FEBRUARY 2022.

	Matt Hall, Mayo
etest:	
ynthia Baker, Administrative Ser	



City of Cody Electrical Division



# ELECTRICAL DISTRIBUTION STANDARDS MANUAL

ADOPTED BY CITY COUNCIL \_\_\_\_\_. 2022\_\_\_\_

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# Section I General Information

# 1.01 Purpose

This booklet is to aid in providing electric service for new or remodeled structures as well as subdivisions and other major projects. While this book should answer most questions, you may contact Cody's Electrical Division for further assistance. The appropriate phone numbers and contacts are:

City of Cody Electrical Superintendent – 587-6803 City of Cody Building & Electrical Inspector – 527-3469 City Hall -527-7511

The word "Utility" as used in this booklet shall mean the City of Cody Electrical Division. The word "Customer" shall mean the resident, building owner, contractor or developer requiring electrical service.

#### 1.02 Codes and Ordinances

The construction of new or remodeled electrical installations must conform to applicable provisions of the National Electrical Code, the National Electrical Safety Code, the State of Wyoming Electrical Safety Division regulations and the City of Cody ordinances and codes.

# 1.03 Changes or Conflicts in Requirements and Guidelines

The governmental codes and ordinances in Section 1.02 are the basis for some information in this booklet. It is the intent of these guidelines and requirements to follow all applicable codes, ordinances and regulations. If a conflict arises, the appropriate code, ordinance or regulation will supersede the interpretation offered in this booklet. These requirements are subject to change if the governing codes, ordinances or regulations change. The Utility does not assume the responsibility for keeping this booklet current. In case of doubt on the applicability of any item, one should consult the Utility.

When this booklet uses the phrase "consult utility," it shall mean for every installation, not a single contact.

# 1.04 Application for Service

The Customer must provide the Utility with accurate load information and the requested service date as early as possible. Requests for service to commercial and industrial Customers normally require 60 days planning by the Utility to serve the load. Installations requiring transformers or other equipment not in stock may require six months lead time or more. Consult the Utility for service dates for your installation.

For commercial, industrial or residential subdivisions, mobile home parks, and apartment complexes, the requests for service shall include a City Council approved plat. Such plans should show preferred service and meter locations and a single line diagram of the electrical layout. The request must show all load information, including lighting, receptacle, water

heating, cooking, electric heat, air conditioning, and motor load. The Customer must provide sufficient information on equipment operations to establish the kilowatt demand of the load.

The Utility has a staff available for advice on Distribution Standards and problems related to electric energy use for new, existing and reconstructed installations. The Customer and the Contractor are liable for any damage to Utility equipment or personal injury unless they give adequate notice to the Utility and receive approval from the Utility for the change or addition.

When conditions arise during construction that requires changes in service arrangements, the Customer must consult with the Utility to negotiate satisfactory alternative arrangements. Communication with the Utility will afford you this service.

# 1.05 Types of Service Furnished

Electric service available is 60-hertz, alternating current, single or three phase. Nominal secondary voltages available by overhead or underground distribution lines in the service area are as follows:

- Single-phase, 120/240-volt, 3-wire, grounded
- Three-phase, 208Y/120-volt, 4-wire, grounded wye
- Three-phase, 480Y/277-volt, 4-wire, grounded wye

Under certain conditions, the Utility may provide single phase, 120/208-volt, 3-wire grounded service, single-phase, 240/480-volt, 3-wire, grounded service, or three-phase, 240/120-volt, 4-wire, grounded delta service. Again, under certain conditions, the Utility will supply primary delivery at the distribution voltage standard for the requested service location. All service provided by the Utility is subject to the terms and conditions specified in later sections of this manual.

### 1.06 Approval for Service

City of Cody ordinances require a customer to obtain a permit before the Utility provides service. In addition, State of Wyoming Statutes require that the electrical inspection authority (in this case the City of Cody Building Inspector) approve the installation before it is energized.

#### 1.07 Permanent Service Connection

Only authorized Utility employees shall make the permanent connection or disconnection of the Utility's electric service to a building or structure.

## 1.08 Seals

The purpose of seals placed by the Utility on meters and associated service equipment is to prevent injury or tampering.

Under normal circumstances, only the Utility can remove seals. If an emergency requires seal removal before notification, the person responsible must notify the Utility as soon as possible. The Utility can then inspect the installation and replace the seal.

# Section II Services

#### 2.01 General

The location of the service entrance on the Customer's premises is an important consideration to both the Customer and the Utility. The installer shall locate the service entrance to make the meter and service easily accessible from the Utility distribution lines (refer to the figures on pages 8 & 12). The service entrance shall be convenient for the installation, operation and maintenance of Utility meters and equipment. The Customer shall consult the Utility for designation of the point of attachment for overhead service drops, underground service laterals, preferred meter and service locations, required current transformers, and terminal cabinet enclosures. The Customer shall contact the Utility if variations from these designated locations are desired.

#### 2.02 Definition of Point of Attachment

For commercial services, the point of attachment is where the service lateral to the commercial meter attaches to a city owned transformer or secondary pedestal. For overhead residential or commercial services, the point of attachment is at the weather head.

It is the customer's responsibly to provide a secure attachment point if a GRC riser is not present. Where a GRC riser is used, a clamp insulator attachment must be supplied.

For residential underground services, the point of attachment will be at the meter so long as the service laterals are installed in conduit. The city will not maintain or repair direct-buried service laterals and in this case even though the point of attachment is at the meter. If the customer upgrades the service lateral to install it in conduit, the city will take over maintenance and repair of the service lateral.

The Customer will provide and install all service equipment, including service laterals (conduits & conductors), compression lugs for attachment to transformers, switches, service entrance conductors, raceways, enclosures, and meter sockets, and will further provide right-of-way and space for the installation and maintenance of the Utility facilities. Customer provided service laterals must be installed to City specifications.

# 2.03 Maintenance & Repair Responsibility

The point of attachment for service laterals will be the point at which Utility installed equipment and Customer installed equipment connect. For commercial services, that normal point of attachment is where the service lateral conductors connect to the Utility transformer or pedestal. The city does not maintain or repair commercial service laterals, either direct buried or in conduit. For new residential services, the customer provides the service lateral in conduit from the point of attachment as defined above to the meter. The city will take ownership of the new residential service lateral from the point of attachment to the meter and will repair that service lateral in the event of an outage. The city will not repair or maintain direct-buried service laterals for residential services unless the customer upgrades the service lateral and installs the new service lateral in conduit from the point of attachment to the meter. The city will provide temporary service to a residence with direct-buried laterals in the event of an outage but only until the customer can get the direct-buried service lateral repaired or replaced. The customer-

provided conductors that run into a transformer (residential or commercial) shall be cut three feet above the transformer secondary bushings to provide sufficient length for replacing transformers.

Normally, service to a building will be through one set of main service conductors of the same voltage classification. The Utility may tap these main service conductors where more than one meter installation is necessary in a building of multiple occupancies. For either residential or commercial services, an outside disconnect must be provided for emergency situations.

Where two or more meters are grouped, each meter position must be clearly and permanently marked by means of a metal or hard plastic engraved type label. Such marking will indicate the particular location or address that it supplies. Service will not be established until the marking is completed.

Un-metered service wires and metered load wires will not be run in the same conduit, raceway or wire gutter.

For overhead service masts, the minimum conduit size shall be 2" GRC conduit with an appropriate weather head and insulated attachment clamp. If a customer's electrical service is deemed unsafe by any of the City's electric technicians, the service will be disconnected until the proper repairs and inspections have been made.

# 2.04 Point of Delivery

The point of delivery shall be the point of attachment as defined in section 2.02 above. The exact location of said point of delivery shall be at the Utility's discretion. The Utility shall separately meter and bill any additional service to the same Customer at other points of delivery at a different voltage or phase classification.

# 2.05 Sealing of Cabinets and Gutters

All cabinets and gutters containing unmetered conductors, other than mainline switches required by applicable electrical codes, must be arranged for sealing with the Utility's seal. Removable conduit fittings may be installed between the service outlet and the meter when approved by the Utility. These fittings must be visible from the meter location or from an exterior ground position and must be arranged for sealing.

### 2.06 Power Quality Interference

If it is determined that a Customer's equipment is causing interference, excessive harmonics or other power quality issues with the Utility's system, it is the Customer's responsibility to diagnose and correct the problem. If the problem is not corrected in a timely manner, the Utility reserves the right to disconnect service to the Customer until the power quality issue is corrected by the Customer.

### 2.07 Service Repair Responsibilities After-Hours

For residential services, the City shall be responsible for the repair of the service drop or lateral in case of an outage. The city will repair underground residential URD services, so long as it is

installed in conduit. If the customer's service is direct buried, then the owner would be responsible for the repairs. The city may provide temporary service for residential customers with direct-buried service laterals or aerial service drops, for no longer than 30 days. For Commercial services, the Customer shall be responsible for the repair.

# **Section III Temporary Construction Distribution Standards**

#### 3.01 General

Upon request, and with application, the City of Cody will supply temporary service at a location adjacent to the City's facilities. Application for service and appropriate fees shall be paid at City Hall before said service will be given. An electrical permit is also required before hook up will be done.

Temporary services/meters are only good for one year after installation. After one year the service may be removed by the City of Cody.

Always locate temporary services for construction work to protect the meter from accidental damage, and, when practical, in a location usable throughout the entire construction period. If several homes will be built from one temporary service that temporary service should be given the address of the last home to be built. If a temporary service must be moved, a new application is needed.

# 3.02 Requirements – Overhead:

- To ensure strength, the pole or post must be at least butt treated and free from any visible defects.
- The pole or timber shall be no less than 20 feet long planted 5 feet in the ground. More ground clearance may be required if service will cross traffic areas.
- The ground rod shall be visible when inspection is made.
- Guying may be required consult City Engineer
- Meter to be no more than 6' from ground line with a main disconnect.

# 3.03 Requirements – Underground

- Post must be long enough to be firmly planted in the ground.
- Locate close to an existing pad mounted transformer or secondary pedestal with enough cable tails to extend inside said facilities.
- Ground rod shall be visible when inspection is made.
- Meter to be no more than 6' from ground line with a main disconnect.
- Temporary service: Wires must be installed/dug into the inside of the city's equipment with enough wire to make connections.

### 3.04 Meter Socket Requirements for Temporary Construction Services

<b>Temporary Construction Service</b>	Meter Socket Type
---------------------------------------	-------------------

Single phase, 120/240 V 200amps or less	4-Jaw
Single phase, 120/208 V 200 amps or less	5-Jaw
All other temporary services	Consult the City of Cody

# Section IV Residential Meter Installations

#### 4.01 Residential Meters

# All residential meters must be one of the following:

• A single phase, 2S meter style (4-jaw), 120/240 volts 3-wire; 200-320amp services only. Any other style services may be charged a meter fee.

Other meters allowed are single phase, 2S bi-directional meters, 120/240 volts.

**Notes:** For bi-directional meters refer to section 12.02

For other service applications consult with the city's electric operations for approval.

#### 4.02 Residential Meter Socket location – overhead installation

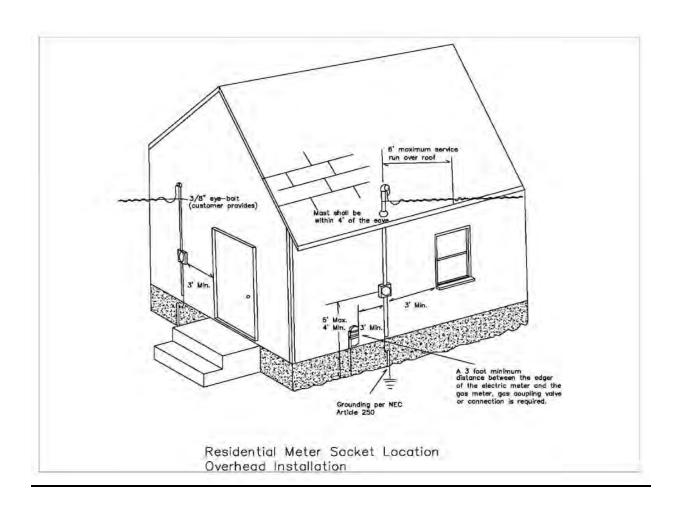
The City of Cody will determine the exact location of meters that do not meet the criteria established in this manual. If the Customer is unsure whether the meter location is acceptable, the City of Cody should be contacted. It is highly recommended that the City be consulted prior to establishing the final meter socket location. The location of the service entrance on the Customer's premises is an important consideration. Distance and accessibility to the City's existing facilities is an important factor to consider as well as ready access to the meter for meter maintenance and replacement. Consult the City to determine the point of attachment for overhead service drops. In all cases, the minimum service mast riser conduit size shall be 2" GRC conduit.

Install residential meter outdoors at a location acceptable to the City of Cody. Meters must not be installed within three feet of windows. It is recommended that the location avoids exterior walls that are likely to be fenced in. Never install the meter over window wells, steps in stairways, or in other unsafe or inconvenient locations. Keep shrubs and landscaping form obstructing access to the meter.

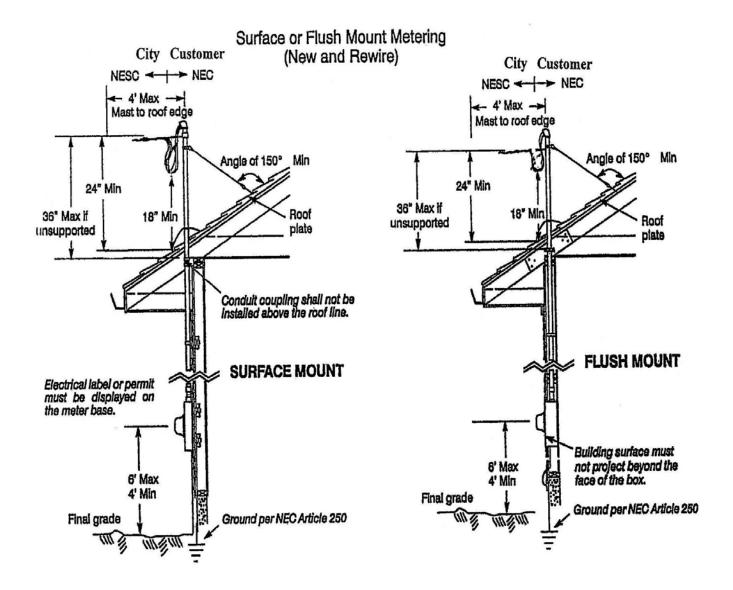
The figure on the next page shows where a residential meter socket should be located. Clearances shall meet appropriate codes.

In general, overhead residential services shall meet the following requirements:

- Service mast must be a minimum of 2" GRC conduit with an appropriate weatherhead.
- An outside disconnect means must be provided.
- The city must be consulted before determining the final meter socket location to ensure that it is accessible from the nearest point of attachment to the City's electrical system.
- The meter socket must be located between 4' and 6' of finished grade.
- The meter socket must be located a minimum of 3' from a window (including egress windows) unless prior authorization is received from the City Electrical Engineer.



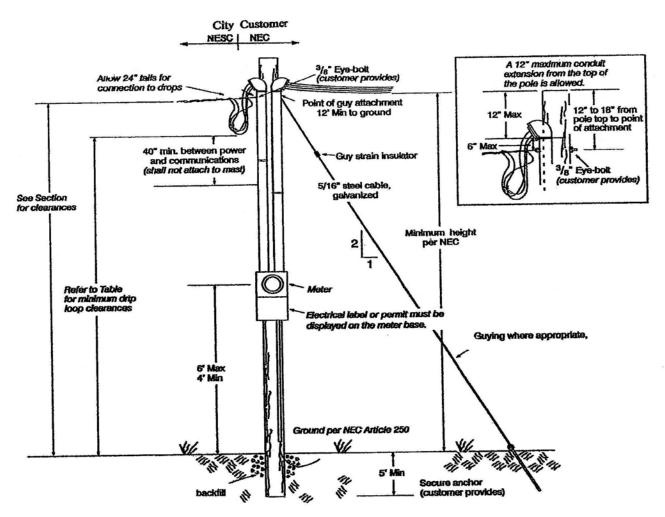
# **Single Family Overhead Service Detail**



#### NOTE:

- 1. Allow 24" conductor leads for connection to service drops
- 2. Appropriate guying required for long services or taller masts
- 3. The service mast must be minimum 2" GRC conduit with an appropriate weatherhead. This must be provided and installed by the Customer.

# Single Family Overhead Service Detail – Pole attachment



## NOTE:

- 1. Allow 24" conductor leads for connection to service drops
- 2. Appropriate guying required for long services Contact City for requirements
- 3. The service mast shall be a minimum of 2" GRC conduit with an appropriate weatherhead. This shall be provided and installed by the Customer.

# 4.03 Residential Meter Socket location – underground installation

The City of Cody will determine the exact location of meters that do not meet the criteria established in this manual. If the Customer is unsure whether the meter location is acceptable, the City of Cody should be contacted.

The location of the service entrance on the Customer's premises is an important consideration. Distance and accessibility to the City's existing facilities is an important factor to consider. Consult the City to determine the point of attachment for underground service laterals. The City of Cody has both front lot line facilities and alley facilities so contacting the City is important prior to installation. In an underground subdivision, the source of power for each lot has been predetermined in the initial layout. Any changes required could mean additional costs to the Customer.

Install residential meter outdoors at a location acceptable to the City of Cody. Avoid installations near windows or exterior walls that are likely to be fenced in. Never install the meter over window wells, steps in stairways, or in other unsafe or inconvenient locations. Keep shrubs and landscaping form obstructing access to the meter.

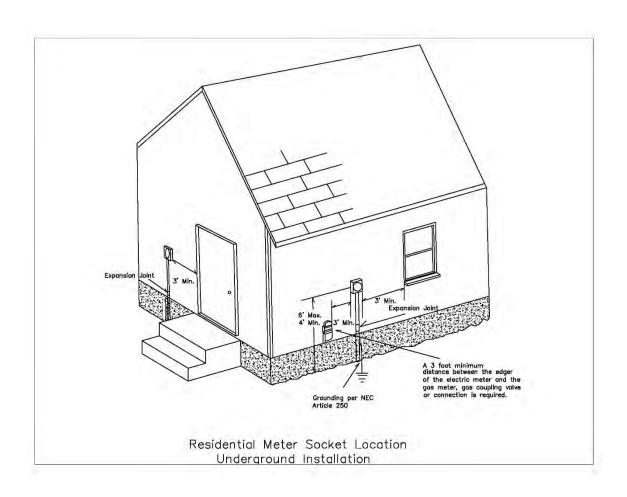
The figure on the next page shows where a residential meter socket should be located. Clearances shall meet appropriate codes.

In general, residential underground service equipment must meet the following criteria.

- The City's Electric Department shall be contacted before determining the final meter socket location to insure it is accessible from the nearest point of attachment to the City's electrical system.
- The conduit riser to the meter socket shall be provided with an expansion joint to allow for trench settling. This also applies to commercial services.
- Refer to Section V for conduit sizes and depths.
- The meter socket shall be located a minimum of 3 feet from a window (including basement egress windows)

# 4.04 Multi-Family Meter Installations

- Single Owner Multi-Family Units Meters may be banked on the building at one location so long as the individual units are not separately owned by the residents of the complex.
- For multi-family complexes where the living units are individually owned such as for townhouses or condominiums, the meters shall be located away from the building on a meter bank pedestal. Individual service conductors shall be run to each unit from this meter bank pedestal.



# Section V Conduit & Cable Requirements / Placement

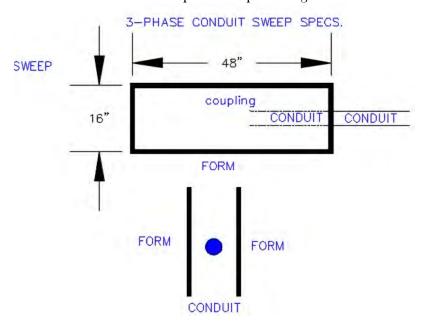
# 5.01 Secondary Voltage (service lateral) Conduit:

- Minimum two foot trench depth required
- 100 amp service 2" conduit with 36" radius sweeps and expansion joint with minimum of 1/0 URD Triplex Cable
- 200 amp service 3" conduit with 36" radius sweeps and expansion joint with minimum of 4/0 URD Triplex Cable
- 200 + amp service 3" conduit with 36" radius sweeps and expansion joint and conductor size of 250 MCM or greater
- Placement of meter base to be approved by City of Cody Electrical Division
- Placement of conduit for a pole riser shall be on the pole quarter to avoid conflict with any communication cables that may be on pole. If riser is in a traffic path it will require the first joint to be GRC. See drawing below
- All conduit shall be grey, electrical grade, schedule 40. When Customer furnishes the conduit, they will also furnish all straps and weatherhead for the riser.

# **5.02 Distribution Voltage Conduit:**

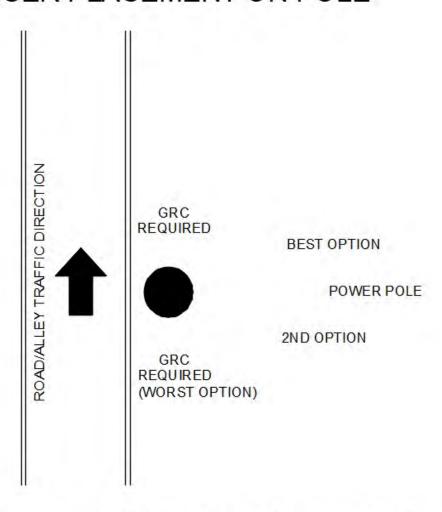
- Minimum four foot trench depth required.
- All conduits shall be electrical grade schedule 40 PVC.
- All conduit sweeps shall be minimum 36" radius.
- Customer provided conduit shall meet City specifications.
- 3 Phase applications: conduit (4" 6") longer than 200' runs shall have the sweeps entering equipment basements embedded in concrete. Refer to the specs provided in section

**3-Phase Conduit Sweep Specs.** - Due to the fact that sweeps are breaking at the coupling, we are requiring a concrete incasement around the joints between the sweeps and straight runs of 4" and 6" conduits. This is required for pulls longer than 200'.



**5.03 Risers-** Any riser subject to traffic shall have at least 4' of GRC added for protection in the first section. The GRC must be properly grounded. Refer to the conduit placement specs in section

# RISER PLACEMENT ON POLE



NOTE: IF RISER IS ON ROAD SIDE OF POLE, FIRST SECTION OF PIPE MUST BE GRC EXISTING CABLE ATTACHMENT LOCATIONS WILL DICATE WHERE RISER CAN GO (COMMUNICATION LINES)

# Section VI Non-Residential Services (Commercial, Industrial)

This section describes the City of Cody's requirements for non-residential services. This section covers single-phase and three-phase services for direct-connect and instrument rated sockets for meters. **Customer is responsible for any single-phase protection on three phase installations.** All non-residential Customers are responsible for coordinating Distribution Standards with the City prior to material purchase and installation.

Any exceptions to the metering requirements shall be approved in writing by the City of Cody prior to installation.

# 6.01 Service Point Location for Meter and Equipment

The service point refers to the location where the City's circuit connects to the Customer's system. Meters and metering equipment shall be located outdoors. All services, either residential or commercial shall be readily accessible and have an outside disconnecting means rated for the size of the service.

Meters shall not be installed on a drive-through service entrance side of a building.

If equipment is installed in a traffic area, it will be the Customer's responsibility to provide barrier posts for the protection of electrical equipment.

# **6.02 General Descriptions**

### **Direct Connect Services** (120 to 480 volts):

- Single-phase services of 400 amps (320 amps continuous).
- Three-phase services of 200 amps (160 amps continuous).

# **Instrument Rated Services** (120 to 480 volts):

- Single-phase services over 400 amps (320 amps continuous).
- Three-phase services over 200 amps (160 amps continuous).

Switchboard type meter cabinets may be required in high amperage situations where multi-conductors are required. If more than 12 secondary service conductors are required from the transformer to the meter equipment, a secondary connection cabinet shall be required.

#### **6.03 Direct Connect Services**

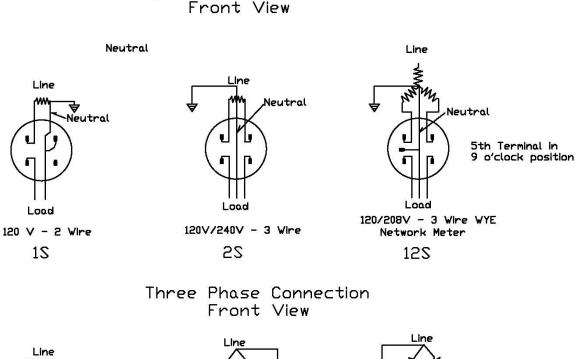
The City of Cody requires a direct-connect meter socket (with manual by-pass) when the ampacity of a single-phase service entrance is 400 amps (320 amps continuous) or less, or when the ampacity of a three-phase service is 200 amps (160 amps continuous) or less. The following exemption may be requested from the City Electrical Superintendent or Electrical Engineer:

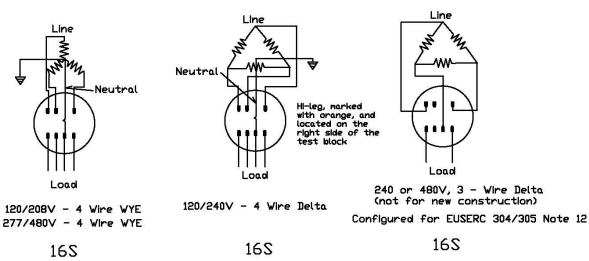
• If the business is in a D-1 Zone within the City Limits and is not considered an essential service (i.e. law enforcement, fire suppression, medical facility or emergency service provider).

• Meter sockets shall be furnished, installed, and wired by the Customer/electrician.

# Meter Socket Connection Diagrams (Direct Connect)

# Single Phase Connection Front View





#### **6.04** Instrument rated services

The City of Cody requires a Customer supplied and installed wall mounted CT cabinet with sufficient space on the unhinged side for the remote metering socket (see drawing for required size and installation instructions). Switchboard type meter cabinets may be required for higher amperage, multi-cabled services.

# **Current Transformer Mounting Base Requirements For Installation in a Current Transformer Cabinet**

- The mounting base for CT's shall meet the ratings for the available fault current (50,000 A minimum)
- For 4-wire delta services, the high (voltage) leg conductor must be identified by orange tape, and located on the right hand side of the CT mounting base.
- The mounting base shall accept bar-type current transformers only.

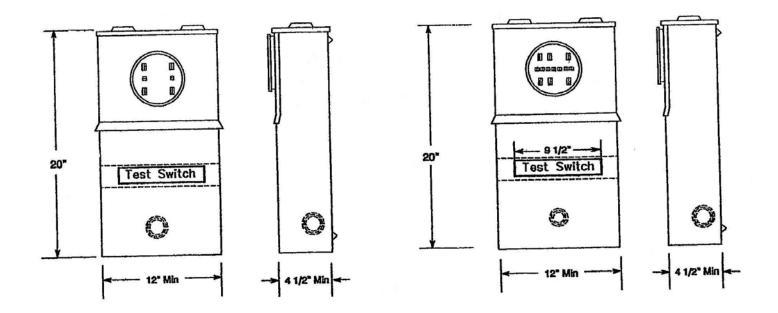
# **Cable Terminations:**

- Line and load-side terminations on CT landing pads require two bolts per connector.
   Line Side and Load Side Conductors shall be clearly labeled by the customer or contractor.
- The Customer shall provide and install all connectors to attach the line and load side conductors to the current transformer mounting base. The Customer shall provide and color code all conductors for these connections. For attachment of the service lateral conductors to the City distribution transformer, the Customer shall provide the connectors and the City will install and attach the service laterals to the City transformer. If the number of conductors supplying the Customer's service equipment from the transformer exceeds 12 individual cables, the Customer shall provide a secondary connection cabinet generally referred to as a "Scott Box". The City will make the connection between the secondary connection cabinet and the transformer and the Customer will make the connection between the secondary connection cabinet and the building service equipment.
- On overhead services, the Customer shall furnish all lugs and connect conductors to the line and load terminals of the current transformer mounting base. The Customer is responsible for bringing the service entrance conductor to the connection of the utility service drop. No alteration of the transformer mounting base is allowed.

# Current Transformer Meter Socket – Pre-Wired Requirements and Types 1 Phase/3 Phase Customer Provided

Single Phase – 6 Jaw

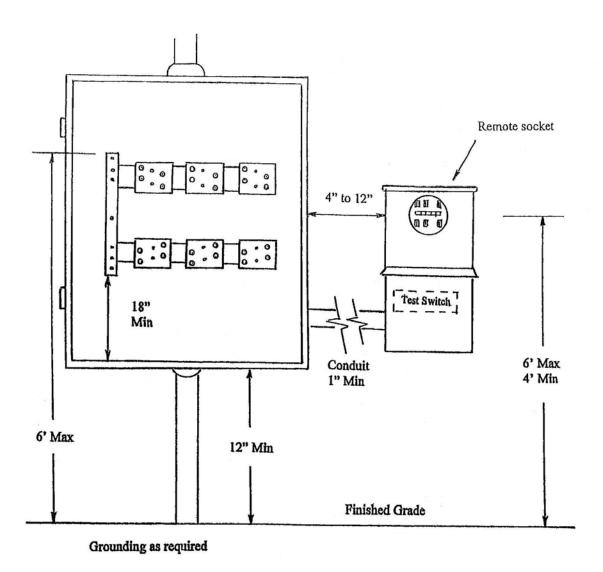
Three Phase - 13 Jaw



Type of Service	Socket Type	
120/240 volt, single-phase, 3 wire	6 jaw	
120/208 volt, three-phase, 4 wire	13 jaw	
277/480 volt, three-phase, 4 wire	13 jaw	
240/120 volt, three-phase, 4 wire	13 jaw	

Note: Milbank 3 Phase Socket #UC7461-YL-TGE-DES, ringless with two-piece cover, test switch pre-wired. Single Phase Socket #UC7637-YL-TGE-DES.

# CT Cabinet Installation for Instrument Metering (OH or UG) Three Phase Shown

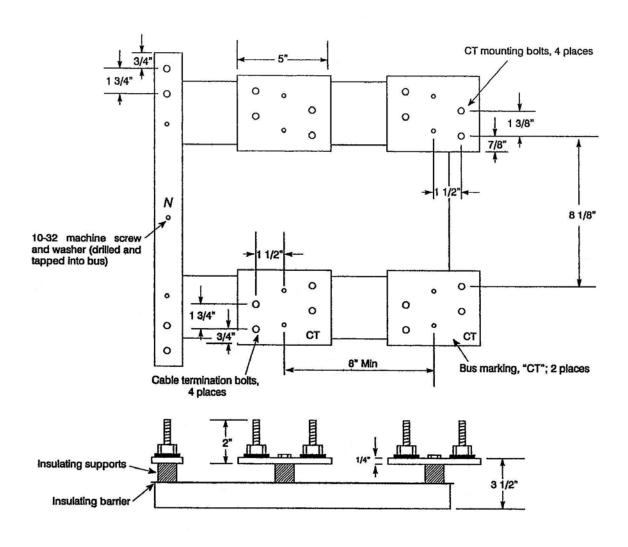


# Note:

- Customer furnished CT cabinet, CT mounting bracket, & remote meter socket.
- Hinged door to open away from remote meter.
- 36"x 48" Min with 48"x 48" required at times (City option)

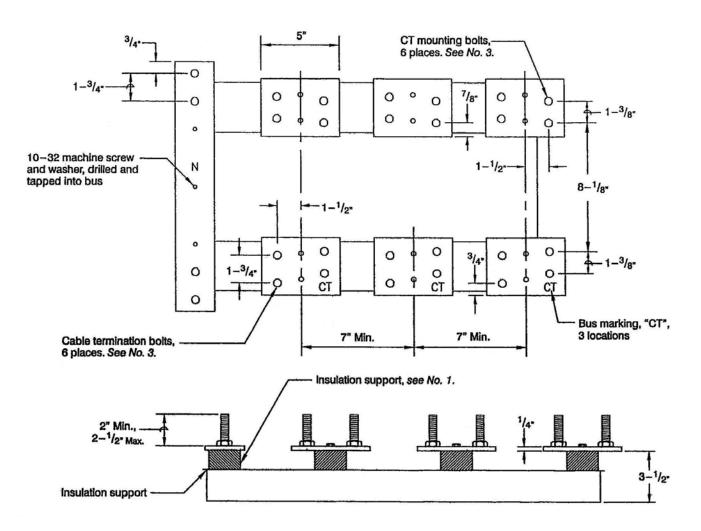
# Transformer Mounting Base For installation in a Current Transformer Enclosure

(Single-Phase, Three-Wire, 800-amp Max) EUSERC 328A, 328B SHOWN



# Transformer Mounting Base For installation in a Current Transformer Enclosure

(Three-Phase, Four-Wire, 800-amp Max.) EUSERC 328A, 328B SHOWN



# **Additional Requirements**

- Meter sockets shall not be located above or below CT enclosures.
- The top of the CT mounting bracket shall not be more than 6 feet above floor level. The cover shall have factory-installed hinges for side opening, with sealing provisions and shall hold the cover in the open position at 90 degrees or more.
- The City of Cody Electrical Dept. shall be consulted as to placement of line/load conduits.

# Section VII Clearances at Meter Locations

#### **7.01 General:**

The Customer shall provide suitable space and provisions for mounting a meter base at a location approved by the City of Cody. Both the Customer and the City share an interest in providing a location of the utmost convenience to both parties for, reading, testing, repairing, disconnecting, and replacing meters. Egress and regress with a minimum violation of privacy is desirable.

#### 7.02 Meter Clearance Dimensions:

The minimum unobstructed working space required in front of a single meter is 78" high, 36" wide, and 36" deep. The minimum working space required with use of current transformers is 78" high, 70" wide, and 48" deep. Meters installed in a cabinet require a minimum space of 48" deep to open the cabinet door. For further detail see NEC 110.26 A. Dimensions do not refer to meters housed in approved switchboards or enclosures. Locate all meters at least 36" horizontally from a gas meter.

The center of any meter socket shall be set no more than 6' above the **finished** grade in front of the meter. **Finished grade shall be established prior to setting of meter. For gang mounted meter installations see the City Electrical Operation**. The City retains the right to refuse connection to meters that do not meet this criteria.

### 7.03 Residential Meters:

Install meters outdoors at a location acceptable to the City of Cody. Avoid locations behind fences or bushes. Avoid locations near gas meters, over stairwells, or over window wells. Install meter 36" from windows or doors (including egress windows).

# 7.04 Multi-Family Unit Meters:

For single owner multi-family complexes, the meters for individual units shall be banked and may be located on an exterior wall of the complex. For multi-family complexes where the units are owned individually by the residents, the meters shall be banked at a remote location (not on the building) in a meter bank pedestal. Separate service lines to the individual units shall originate at this meter bank pedestal.

### 7.05 Non-residential Meters:

Locate meters outdoors. Any alternative must have prior approval of the City Engineer and allow for access during working hours. Any gated or fenced area must have allowances for a City of Cody lock. Avoid any unsafe locations and a clear zone around meter is required.

### **7.06 Access:**

If a Customer makes a meter inaccessible (in the opinion of the City) the Customer shall, at their expense, either modify the area to provide a safe, unobstructed access to the meter, or move the meter socket to a location acceptable to the City of Cody.

# 7.07 NESC Clearances for Service Drops and Drop Loops:

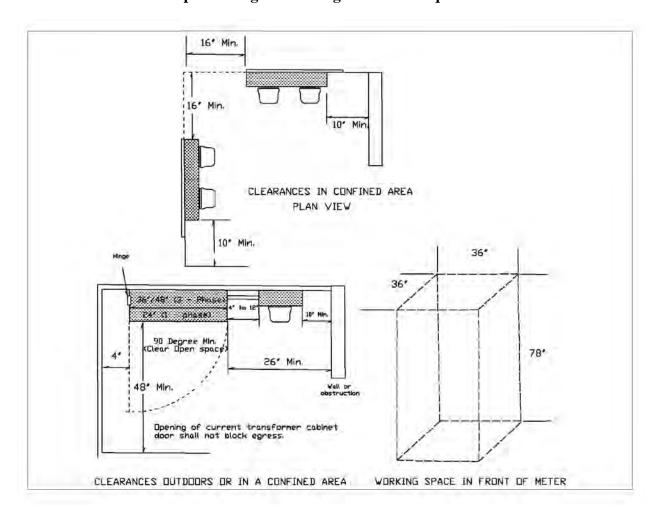
750 Volts and Below (Distances in feet)

The Customer shall provide a point of attachment which allows NESC minimum clearances to be met in all conditions. A two foot addition to certain NESC values is required by the City to ensure minimum clearances in extreme conditions. These required heights are noted as "clearances required at time of construction" in the table below and are marked with asterisks. Extra-long services or other special cases may require clearance additions greater than two feet.

NESC	Minimum Clearance Clea	rance at Time of Con	struction
	Service drop clearance (NESC Table 232-1)		
16'	Over roads, streets, and other areas subject to truck traffic		18'*
16'	Over or along alleys, parking lots and nonresidential driveways		
16'	Over land traveled by vehicles		
	Clearances over residential driveways (NESC Table 232-1)		
16'	If height of building or installation will permit		18'*
	If height of building or installation will not permit and is not subjective.	ect to truck traffic	
12'	- For service drops 120/240 & 208Y/120 volt		14'*
10'	- For drip loops of service drops 120/240 & 208Y/120 volts		
	Clearances over spaces and ways subject to pedestrian/restrict		
	(see note b. on page 21, NESC Table 232-1)	ted venicle traine only	
12'	If height of building or installation will permit		14'*
	If height of building or installation will not permit, drip clearances		
10.5	- For 480Y/277V (see Note 8-b of NESC Table 232-1)		10.5'
10'	- For 120/240 & 208Y/120 volt (see Note 8-d of NESC Table 232		
	Clearances from buildings for service drops not attached to th		
	Vertical clearances over or under balconies and roofs:		,
	- Accessible to pedestrians, if cabled with		
11'	a grounded bare neutral		13'*
	- Accessible to pedestrians, if open wire or cabled with		10
11.5'	an insulated neutral		13 5'*
11.5	- Not accessible to pedestrians, if cabled with	•••••	13.3
3.5'	a grounded bare neutral		5 5'*
5.5	- Not accessible to pedestrians, if open wire or cabled with	• • • • • • • • • • • • • • • • • • • •	3.3
10.5	an insulated neutral		12 5'*
10.5	Horizontal clearances to walls, projections, windows, balconies ar		
5'	- If cabled with grounded bare neutral		
3	- 11 cabled with grounded bare neutral	• • • • • • • • • • • • • • • • • • • •	3
	Clearances for service drops attached to a building or other in	stallation (over or ale	ng installation to
	which they are attached; service cable with an effectively grou		
	From the highest point of roofs, decks or balconies over which the		250.0)
8'	- If readily accessible (see NESC 234.C.3.d.1)		10,*
3'	- If not readily accessible (see NESC 234.C.3.d.1)		5'*
3			3 *
	- Above a not-readily-accessible roof and terminating at a (through		
	conduit or approved support, the service and its drip loops set no l		
1 5,	above the roof. No more than 6 feet of the service cable passes ov		1.57
1.5'	or within 4 feet if the roof edge (see NESC 234.C.3.d.2)		1.5
21	- In any direction from windows designed to open (does not apply		21
3'	above the top level of a window, see NESC 234.C.3.d.2)		
3'	- In any direction from doors, porches, fire escapes etc (see NESC		
* Two a	additional feet have been included above the NESC minimums; see	the introductory paragr	aph above.

# **Clearances around Meter Installations**

These are minimum clearances required around meter installations for safe maintenance and access. A clear path for egress and regress is also required.



# **Section VIII**

# **Developer Fees and Responsibilities**

# 8.01 Subdivision Development Fees and Responsibilities

The City of Cody requires all new subdivisions and/or commercial developments to be constructed utilizing underground electrical distribution systems unless reasons exist making the use of underground power lines unreasonable. If a development project requires the extension of the City's primary electrical power lines to reach the development property, the full cost of that extension shall be borne by the developer requiring the extension. The electric distribution lines installed within the boundaries of the project shall be installed as follows:

- System Design Procedures The City of Cody's Electrical Services Division shall be provided a copy of the preliminary plat for the subdivision or development so that the City's Electrical Supervisor or his designee can design the distribution system needed to supply the project. The developer shall incorporate the City's electrical system design into the final plat of the development.
- <u>Developer Fees</u> The City shall provide an estimate of the total project material cost to the developer based on the final plat. The developer shall submit 100% of this amount to the City, prior to final approval of the project. Prices on this estimate shall reflect material and equipment costs at the time the estimate is prepared. Any subsequent material cost increases shall be reflected in the final as-built invoice. In the case of design changes by the developer, after the original design and approval, the City may charge the developer for the time spent of redesign.
- Developer Responsibilities The developer shall provide and install all conduits (grey, electrical grade, schedule 40) for the project, including excavation, padding and backfill of utility trenches. When installing conduit sweeps into City provided ground sleeves for transformers, sectionalizing vaults, etc., the contractor/developer shall not cut off the sweeps so that City pulling equipment can make a proper seal at the end of the sweep. If the contractor/developer chooses to cut off the sweep, a pull tape must be installed in any conduit run that terminates in a sweep that has been cut off. The labor and equipment charges for this installation shall be born entirely by the developer. The developer's contractor shall (at developer's expense) install all City supplied transformer ground sleeves, vault ground sleeves, secondary pedestals, ground rods and streetlight bases during the conduit installation phase of the project. Conduit provided by the developer shall meet City specifications as to type and size. These specifications are outlined in Section 5, page 13 of this Electric Distribution Standards Manual.
- Three Phase URD: --- All three-phase conduit (4" & 6") longer than 200' shall have the sweeps to straight run conduit imbedded in concrete at the equipment basement locations only. Refer to the specifications in Section
- <u>City Responsibilities</u> Without charge to the developer, the City shall install all primary and secondary power cable, all transformers, cabinets and streetlight poles and luminaires. The City will order and supply all electrical material and equipment other than conduit.
- <u>Project Completion</u> Upon completion of the project, the City's electrical engineer shall produce an invoice using as-built figures giving the actual cost of the project. If the as-built price is higher than the original estimate, the difference shall be billed to

the developer. If the as-built price is lower than the original estimate, the City shall refund the difference to the developer.

# **8.02 Underground Service Connection Fees**

- For All Service Sizes: The Customer shall provide and install all conduit and cable from the City's transformer or service pedestal to the Customer's service equipment. This will include the cost of the service riser and weather head and in the case of large commercial services the provision and installation of a secondary connection cabinet between the City's transformer and building service equipment. The Customer is responsible for all cable and connectors to attach secondary cabling to the City transformer.
- <u>To re-establish a service to a lot that previously had a service:</u> The Customer shall be responsible for the entire cost of that service. Contact the Electrical Services Department.
- **For service upgrades:** If the customer moves the electrical meter equipment to the structure from a position in the alley or on the property line, the customer shall pay the full cost of relocating the service. It is recommended that the old service conductors be replaced from the prior point of connection to the utility to the new meter location on the structure. If the Customer installs new service conductors in conduit per this recommendation, the City will maintain and repair the new service lateral. If the Customer re-uses the old service lateral conductors, the City will not maintain the old service lateral.

### **8.03 Overhead Service Connection Fees**

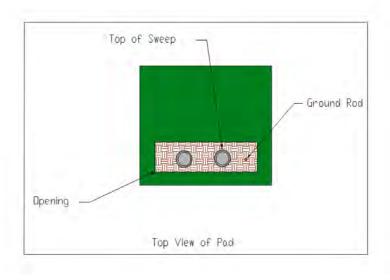
- **For All Service Sizes:** For all services, the City will install the service drop cable and bill the Customer for the material and installation costs.
- To re-establish a service to a lot that previously had a service: The Customer shall be responsible for the entire cost of that service. Contact Electrical Services Department.

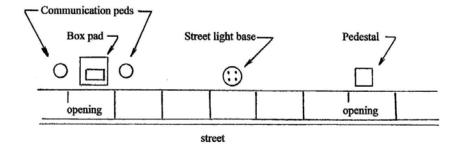
# **Section IX Placement of City Facilities within a Subdivision**

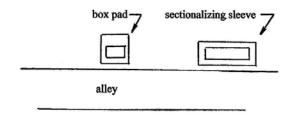
# 9.01 Transformer Box Pads, Pedestals, Sectionalizing Cabinet Sleeves, Streetlight Bases

- Placement to be as specified by Engineering Drawings
- Box pads and ground sleeves must be installed 4" to 6" above finial grade from the top of pad.
- Opening of each unit to face sidewalk, roadway or alley traffic lane
- Ground rods shall be placed into the ground so that the end of the ground rod protrudes 9"-12"above the ground for ground wire attachments. All ground rods shall be 10' in length. If driving the ground rod to this effect cannot be done due to soil conditions, the ground rod can be bent so that the end of the ground rod protrudes above the ground for equipment grounding connection purposes.
- Per International Fire Code 507.5.5, "a three foot clear space shall be maintained around the circumference of fire hydrants ....."
- Communications Pedestals are to be placed 2 feet away on either side of the City's electrical equipment
- Streetlight bases are to be placed behind the sidewalk with the bolt pattern placed in line with the street roadway. The top of the streetlight base must be at final grade or level with the sidewalk.
- Conduits shall be cut off so only 6"-8" inches of the conduit is above the ground surface inside of a secondary pedestal. All secondary pedestal to secondary pedestal conduit runs must have pulling tape installed by the contractor. *Primary conduit sweeps (for high voltage cables) are not to be cut off inside transformer box pads or sectionalizing cabinet ground sleeves*.
- All sweeps installed in any type of basement/ground sleeve must be directly below the cable opening in the basement/ground sleeve.
- Any equipment subject to damage by run-in, shall be protected by the placement of bollards. Refer to the specs for details.

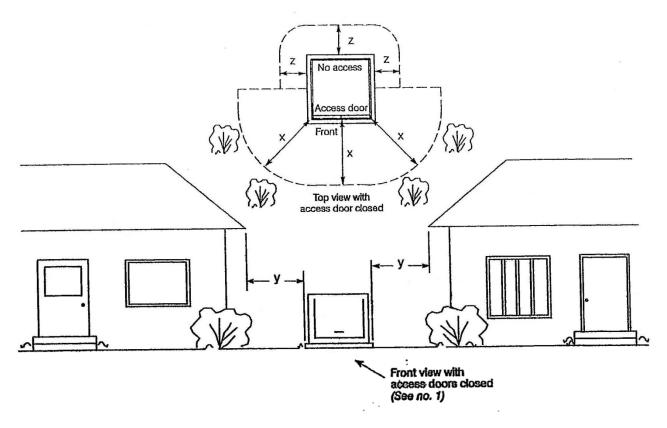
## **EXAMPLE:**







#### 9.02 Minimum Clearances for Pad Mounted Equipment



#### MINIMUM DISTANCE REQUIRED FROM PAD

x = 10 ft. clear area in front of, any equipment access door or opening to allow the use of hot sticks (See dimensions in drawing above, and in requirement 1 below.)

y = 8 ft. from any structure or roof overhang consisting of combustible material. See dimensions in the drawing above.

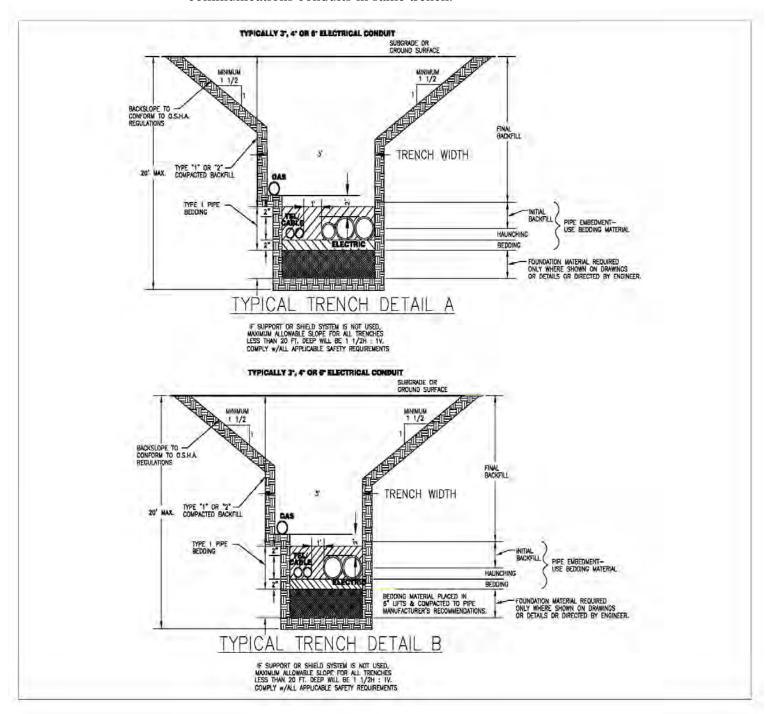
Z = 3 ft. clear area on non-access sides of the equipment to allow work space. See dimensions in the drawing above.

#### **Requirements:**

- 1. Locate pad-mounted equipment with access doors away from building walls or other barriers to allow safe working practices. If the equipment access side must face a wall, allow 10 feet for working clearance. No vegetation or trip hazards in this work space are permitted.
- 2. The City reserves the right to remove any vegetation that does not meet the above clearances and will not reimburse the Customer for any removed vegetation.
- 3. The location of driveways or parking areas shall be placed to provide a minimum 4' clearance from electrical equipment.

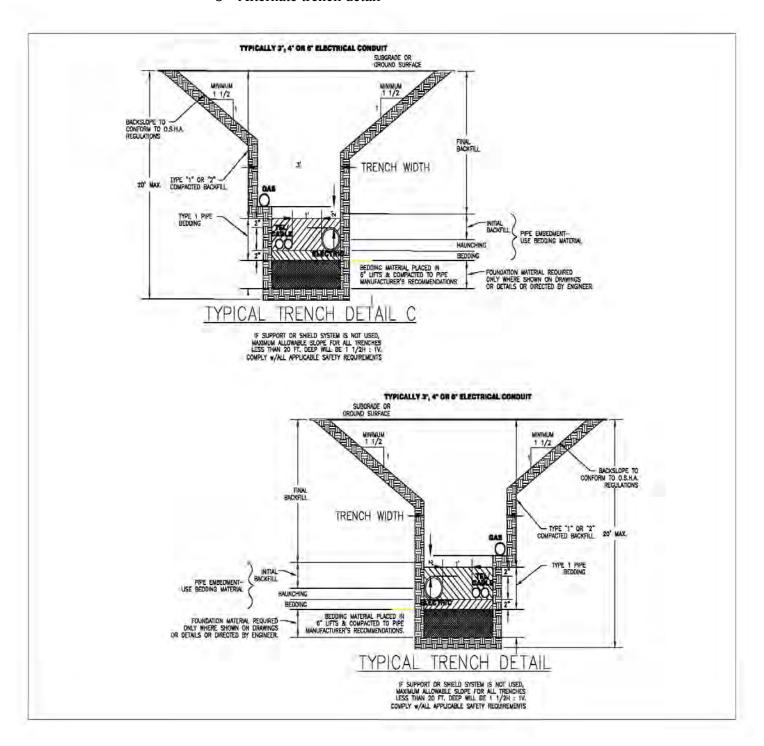
#### 9.03 – Joint Trenching Details

- Trench Detail A Three electric utility primary conduits, gas pipe and multiple communications conduits in same trench.
- Trench Detail B Two electric utility primary conduits, gas pipe and two communications conduits in same trench.



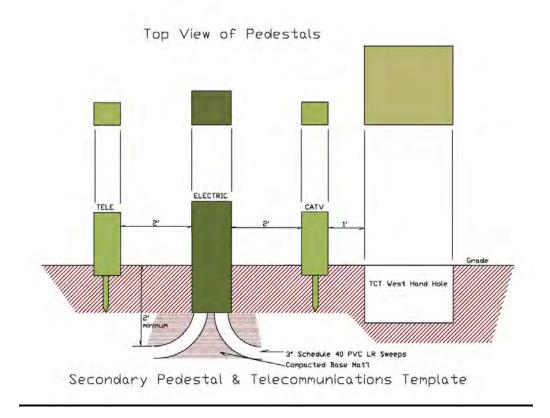
#### 9.03 Joint Trenching Details (cont'd)

- Trench Detail C Single electric utility conduit, single gas pipe and two communications conduits in same trench
  - Alternate trench detail



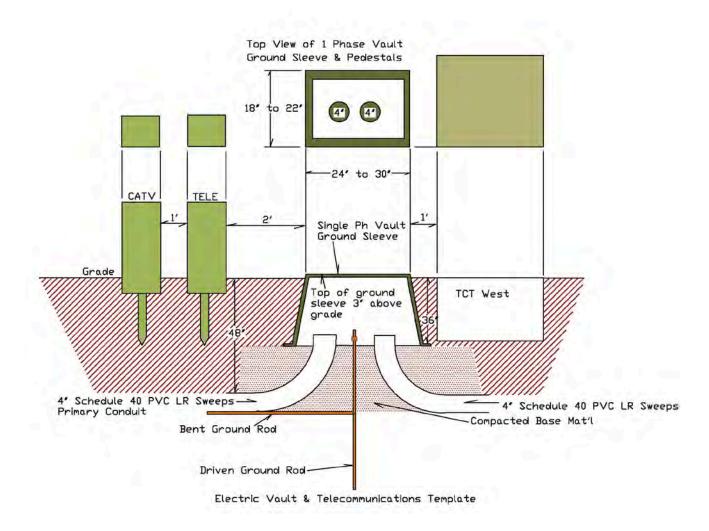
#### 9.04 Secondary Pedestal Photograph (typical) and Installation Template





# ${\bf 9.05~Single~Phase~Sectionalizing~Cabinet~Ground~Sleeve~Photo~(typical)~and~Installation~Template}$





# 9.06 Three-Phase Sectionalizing Cabinet Ground Sleeve Photograph (typical) and Installation Template



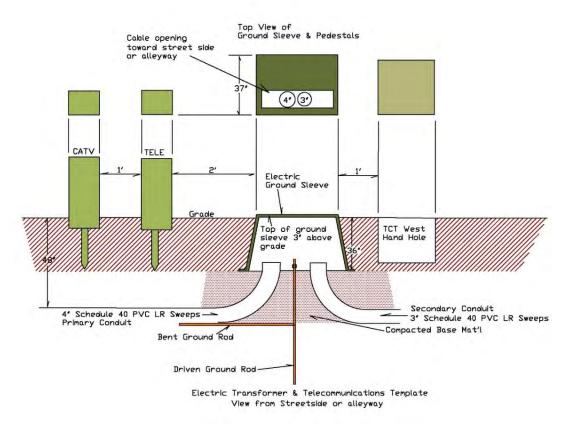
Top View of 3 Phase Vault Ground Sleeve & Pedestals 4' 4' 18" to 22" 66" TELE CATV 3 Phase Vault Ground Sleeve Top of ground sleeve 3° above TCT West Hand Hole above grade 4' Schedule 40 PVC LR Sweeps — Primary Conduit Compacted Base Matil Bent Ground Rod 4" Schedule 40 PVC LR Sweeps

Driven Ground Rod-

3 Phase Sectionalizing Vault

#### 9.07 Padmount Transformer Box Pad Photograph (typical) and Installation Template





**9.08 Overhead Communications Location Assignments on Utility Poles** – Whenever possible, the attachment of overhead communications facilities on utility poles for current communications utilities operating in the City of Cody shall follow the following order:

- 1) Charter Communications Attachment Point 40" below the lowest power attachment.
- 2) TCT West Communications Attachment Point 12" to 14" below Charter attachment.
- 3) CenturyLink Communications Attachment Point 12" to 14" below TCT West attachment.

#### Section X ELECTRICAL PERMITS

Electrical Permits will be issued to Electrical Contractors holding a current City of Cody license. Owners of single-family dwellings may be issued a permit. All permits require inspections based on the current edition of the National Electrical Code.

Service	Upgrades
_	O 900 AMD

> Over 200 AMP	\$50.00
Service Disconnect or Reconnect	
Disconnect	\$35.00
Reconnect	\$35.00
➤ Both	\$70.00
New Single- & Two-Family Dwellings	
Includes Permanent Service,	
Rough-ins, and Final Inspections.	\$50.00 per dwelling unit
Addition to Dwelling	
Using Existing Service	\$35.00
With Service Upgrade	\$75.00
<ul><li>Small Jobs (rewire, add circuits, repairs, etc.)</li></ul>	\$25.00
Reinspection (3 <sup>rd</sup> or more):	
Requiring Removal of Red Tags	\$25.00

#### **COMMERCIAL WIRING PERMITS**

Includes permanent service, rough-in and final inspections.

Fees shall be computed on the dollar value of the electrical installation, including fixtures and installation costs thereof, as follows:

	\$1.00 - \$1,000	\$ 35.00
$\triangleright$	\$1,001 - \$5,000	\$50.00
$\triangleright$	\$5,001 and greater valuation	\$50.00 for the first \$5,000, plus \$15.00 per
		each additional \$5,000 or portion thereof

Note: Contact the City of Cody Building Department to verify permit fees. This manual is updated annually and may not reflect the latest changes in permit fees.

# Section XI Disconnect and Reconnect Fees

- 11.01 Service Shutoff Fee The charge for shutting off service for non-pay customers will be \$70.00 per incident.
- 11.02 Disconnect Fee If disconnect of service is requested by the customer or customer representative, the charge will be \$35.00. This will typically be applied whenever a disconnect is requested either for service upgrade purposes or seasonal disconnection of service.
- 11.03 Reconnect Fee If a customer or customer representative request reconnection of a service that was previously disconnected per 11.02 above, the charge for the reconnect will be \$35.00.

# Section XII NET METERING POLICY

#### 12.01 - General Information

The City of Cody Electric Division allows net metering installations for renewable energy sources with a maximum capacity of 25 kW. Any request for larger installations will have to be cleared through the Wyoming Municipal Power Agency as well as the City Council. Cody is a member of WMPA and as such, is bound to an all-requirements power contract with WMPA. Larger installations must negotiate an agreement with WMPA for installation on the City Electrical Distribution System. If a larger system is being contemplated by a customer, contact information for WMPA can be obtained from the Administrative Services Department at Cody City Hall.

#### 12.02 - Metering Requirements

- The City of Cody will supply a dual reading meter to allow measurement of both
  City supplied electrical service and Customer supplied excess electrical energy that
  is fed back onto the City's distribution system. The Customer will be billed for the
  cost of the meter by the City.
- 2. The Customer shall provide an automatic disconnect device that will prevent backflow of power onto the City's electrical grid in the event that City service to the meter is interrupted. This device should provide a visible open point to verify that the renewable energy source or Customer generation equipment is not backfeeding power onto the City grid. If the automatic disconnect device does not provide a visible open, a manual disconnect device must be installed that will provide the visible open.

3.

#### 12.03 - Net Metering Energy Reconciliation

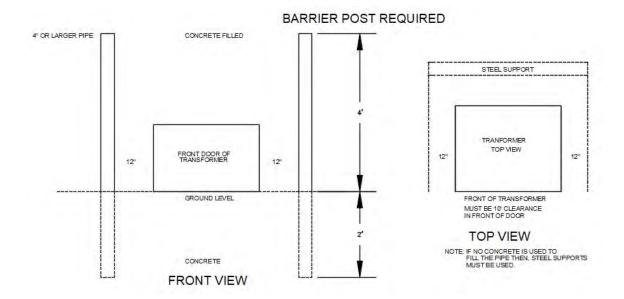
1. Both registers on the dual reading meter will be read each month. The energy generated by the Customer shall be deducted from the energy supplied to the Customer by the City and the Customer will be billed or credited with the difference at the retail rate.

#### Section XIII SECURITY LIGHTING POLICY

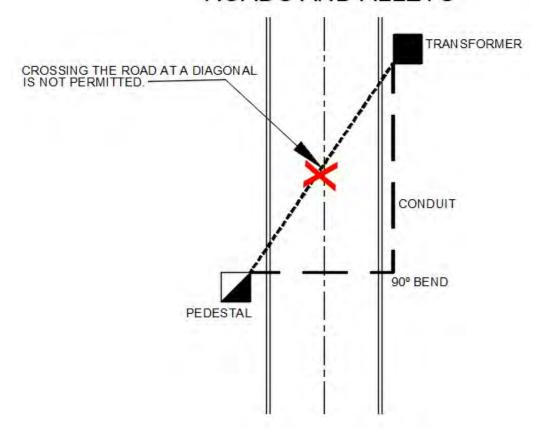
- **13.01 Security Lighting Policy Cancellation -** As of January 1, 2018, the City of Cody no longer provides unmetered or metered security lighting service.
- 13.02 Sunset Clause Security Light Installations in service at the time of this cancellation will be maintained until the customer requests removal of the light, the security light or pole fails or until there is a change of ownership of the property that is provided with security light service.
- 13.03. Roadway Lighting on Private Roads City provided roadway lighting on private roads currently charged under the former security lighting policy will no longer be provided or maintained. Since there exist areas within the City limits where this service is provided, these existing lights fall under the Sunset Clause above (12.02).

# Section XIV FENCING

**14.01 Fencing -** All of the City of Cody's equipment must have a clear access at all times. Fencing around the city's equipment is not recommended. If a fence is installed crossing the city's right of way or easements, GATES MUST be installed. Removable panels are not considered gates. If the city needs to access their equipment and locks or fences are blocking our access, they will be cut and removed. The city will not be responsible for replacing any cut fences or locks within our right of way or easements. Before installing any fencing, please contact the electric operations prior to starting.



# CONDUIT CROSSING ON ROADS AND ALLEYS



MEETING DATE: FEBRUARY 15, 2022

DEPARTMENT: PUBLIC WORKS - WATER

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

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

#### AGENDA ITEM SUMMARY REPORT

<u>Approval of Amendment No. 5 to the Professional Services Agreement with T-O Engineers</u>
<u>for the Beacon Hill Water Tank and Water Main Extension Project</u>

#### ACTION TO BE TAKEN

Consider Approval of Amendment No. 5 to the Professional Services Agreement with T-O Engineers, and authorize the Mayor to sign all associated documents.

#### **SUMMARY OF INFORMATION**

The City of Cody has a Professional Services Agreement in place with T-O Engineers for the planning, design, and construction administration of the Beacon Hill Water Tank and Water Main Extension Project in the original amount of \$374,000. During the course of design and construction on the project, the City has approved Amendments No. 1 through 4 to bring the Agreement value to the current amount of \$449,570. Change Orders with the project's general contractor, Harris Trucking and Construction Company (HTC) have also been approved to allow additional work time on the project due to changes in site conditions, and material availability delays caused by the pandemic in 2020 and 2021. The project was granted substantial completion on January 27, 2022, and it is anticipated that all punch list items will be addressed to grant final completion around the end of February.

Amendment No. 5 to the Professional Services Agreement provides additional budget for T-O Engineers to complete all Construction Administration and Construction Inspection for the project, and reduces the budget for the Project Closeout and Land Acquisition Tasks that were previously completed. The total amount of Amendment No. 5 is \$34,850, and is broken down into \$14,950 for Construction Administration, \$27,150 for Construction Inspection, a reduction of \$4,450 for Project Closeout, and a reduction of \$2,800 for Land Acquisition Support. Approval of Amendment No. 5 will increase the total Agreement amount to \$484,420.

City Council approval of Amendment No. 5 will be subject to final approval of all associated documents by the City Attorney prior to signature by the Mayor.

#### FISCAL IMPACT

The Professional Services Agreement with T-O Engineers is currently approved for an amount of \$449,570. Amendment No. 5 will increase the budget by a total of \$34,850, bringing the updated Agreement amount to \$484,420. The overall project budget has been previously approved with the FY 2022 Budget, and the additional cost of Amendment No. 5 will be paid for by the Water Enterprise Fund. The current project budget is considered adequate to fund the updated Agreement amount, but a Budget Amendment may be necessary at a later date utilizing Water Enterprise Fund reserves.

A	<b>GEN</b>	NDA	<b>ITEM</b>	NO.	

#### **ATTACHMENTS**

- Cover Letter from T-O Engineers
   Amendment No. 5 to Standard Form Agreement Between Owner and Engineer for Professional Services (with Exhibit 1 and Exhibit C)

<b>AGENDA &amp; SUMMAR</b>	Y REPORT TO:
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None.



February 4, 2022

Phillip Bowman, P.E.
City of Cody Public Works Director
PO Box 2200
Cody, WY 82414

RE: Beacon Hill Water Tank and Water Main Extension Project-Amendment #5

Dear Phillip,

As previously discussed, T-O Engineers determined that we have insufficient budget remaining to complete the construction phases for the City of Cody Beacon Hill Water Tank and Water Main Extension Project. This is due to an overall increase in working days in the construction schedule.

We ask that you please review and consider the attached Contract Amendment #5. In this amendment, we request additional budget to complete the construction administration and construction inspection portions of the project. The Amendment also reflects a credit back to the agreement for the closeout and land acquisition portions of the project as we have determined those phases have surplus budget.

Please contact me at your convenience to discuss this amendment in more detail. We appreciate your consideration.

Sincerely,

T-O Engineers, Inc.

Dustin Spomer, P.E., Project Manager

Attachments: Beacon Hill Water Tank-Amendment No.5-Signed

#### **AMENDMENT NO. 5**

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

This Amendment No. 5 is made as of,,	by and between the City of Cody ("OWNER"), and T-O
Engineers ("ENGINEER") and forms a part of that certain Sta	andard Form of Agreement between OWNER and
ENGINEER with respect to engineering services dated as of	<u>July 21, 2017</u> (the "AGREEMENT").

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

WHEREAS, this Amendment No. 5 is intended to adjust the scope of services to account for changes in the extended construction schedule <u>for the Beacon Hill Water Storage Tank, SMP Connection, and Water Main Extension Project</u> is needed and

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

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

- A. Exhibit A, "ENGINEER's Services," See attached Exhibit 1 to Amendment No. 5 Appendix 1 to Exhibit A, Not used
- B. Exhibit B, "OWNER's Responsibilities," No change from AGREEMENT
- C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," Consisting of 4 pages

Appendix 1 to Exhibit C, – No change from AGREEMENT Appendix 2 to Exhibit C, – No change from AGREEMENT

- D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," No change from AGREEMENT
- E. Exhibit E, "Notice of Acceptability of Work," Not used
- F. Exhibit F, "Construction Cost Limit," Not used
- G. Exhibit G, "Insurance," No Change from Amendment No. 1
- H. Exhibit H, "Dispute Resolution" No change from AGREEMENT
- I. Exhibit I, "Allocation of Risk" Not used
- J. Exhibit J, "Special Provisions," No change from AGREEMENT

All provisions of the AGREEMENT except those which are explicitly changed above by this Amendment No. 5 shall remain in full force and effect.

OWNER: City of Cody, Wyoming

By:

Name: Dustin D. Spomer, PE

Title: PM/COO

Date: 2/4/22

above written.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 5 to be effective as of the date first

#### City of Cody Beacon Hill Water Storage Tank, SMP Connection, & Water Main Extension Project



#### **EXHIBIT 1 to Amendment No. 5**

<u>Background</u>: Construction has exceeded the previous expected completion dates identified in the previous Contract Amendment No. 4 with a substantial completion date of 9/15/2021 and final completion date of 10/4/2021 as well as the Contract completions dates as referenced in Change Order 5 of 8/23/21 and 9/6/21 respectively.

This Amendment No. 5 accounts for efforts needed to complete the project with the schedule being extended past previous expectations concluding with an ultimate substantial completion date of 1/26/22. This amendment includes coordination with the City and Contractor and additional time and effort for construction services, including construction administration and construction observation.

#### Exhibit A is modified as follows:

Add Section 6.8 – This task includes providing the necessary construction administration described in sections 6.1 thru 6.6 as necessary for the expected remaining duration of the project.

Add Section 7.6- This task includes providing the necessary construction inspection services described in sections 7.1 thru 7.5 as necessary for the expected remaining duration of the project.

Additional work based on the ultimate substantial completion date of 1/26/22 and a projected final completion date of 2/15/22 as discussed between the Owner and Contractor on 2/3/22.

Contract Amounts in Scope items 9.0 Closeout and 10.0 Land Acquisition were reduced based on projected time to finish being less than allowed under the current contract.

#### Exhibit C is modified as follows:

Remove Exhibit C (Amendment No. 4) in its entirety and replace it with the attached Exhibit C (Amendment No. 5).

Note: The revisions to Exhibit C include:

- 1. Section C2.01.A.1 Compensation for Basic Services Change amount from \$449,570 to \$484,420. The increase reflects the net change in services set forth in Exhibit A, Sections 6.8, 7.6, 9.0 and 10.0.
- 2. C2.06A Total Compensation Revised table to add \$14,950.00 in Section 6.0, \$27,150.00 in Section 7.0, and reductions of <\$4,450.00> in Section 9.0 and <\$2,800.00> in Section 10.0.

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

## Payments to Engineer for Services and Reimbursable Expenses Basic Services – Standard Hourly Rates Method of Payment

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

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

- C2.01 Compensation For Basic Services (other than Resident Project Representative) Standard Hourly Rates Method of Payment
  - A. Owner shall pay Engineer for Basic Services set forth in Paragraphs 1.0, 2.0, 3.0, 4.0, 5.0, 6.0, 7.0, 8.0, 9.0, 10.0 of Part 1 of Exhibit A by Standard Hourly Rates Method as follows:
    - 1. An estimated amount of \$484,420.00.
    - 2. An amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultants' charges, if any.
    - The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Consultants' charges.
    - 4. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
    - 5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.
    - 6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.
    - 7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
    - 8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of the date of this agreement) to reflect equitable changes in the compensation payable to Engineer.
- C2.02 Compensation For Reimbursable Expenses
  - A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
  - B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier

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

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

#### C2.03 Other Provisions Concerning Payment

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.15.
- B. Factors: The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. Estimated Compensation Amounts:
  - Engineer's estimate of the amounts that will become payable for specified services are only
    estimates for planning purposes, are not binding on the parties, and are not the minimum or
    maximum amounts payable to Engineer under the Agreement.
  - 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.
- C2.04 Compensation for Resident Project Representative Basic Services Standard Hourly Rates Method of Payment Not used.
- C2.05 Compensation for Additional Services Standard Hourly Rates Method of Payment
  - A. Owner shall pay Engineer for Additional Services, if any, as follows:
    - General: For services of Engineer's personnel engaged directly on the Project pursuant to Exhibit A, except for services as a consultant or witness, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

- B. Compensation For Reimbursable Expenses:
  - 1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
  - 2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
  - The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Servicesrelated internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.0.
  - 4. The Reimbursable Expenses Schedule will be adjusted annually (as of the date of this agreement) to reflect equitable changes in the compensation payable to Engineer.
- C. Other Provisions Concerning Payment for Additional Services:
  - 1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.15.
  - 2. Factors: The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
  - 3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner.

#### C2.06 Summary of Consultant's Compensation

#### A. Total Compensation

Descr	iption of Service	Original Contract Amount	Amendment No. 1	Amendment No. 2	Amendment No. 3	Amendment No.4	Amendment No.5	Revised Contract Amount	Basis of Compensation
1.0	Preliminary Design Phase	\$25,000.00						\$25,000.00	Hourly Rates
2.0	Conceptual Design Phase	\$80,000.00						\$80,000.00	Hourly Rates
3.0	Community Involvement Phase	\$7,500.00						\$7,500.00	Hourly Rates
4.0	Final Design Phase	\$90,000.00	\$5,400.00	\$19,250.00				\$114,650.00	Hourly Rates
5.0	Bidding Phase	\$7,500.00		\$750.00				\$8,250.00	Hourly Rates
6.0	Construction Administration	\$45,000.00			\$4,360.00	\$12,330.00	\$14,950.00	\$76,640.00	Hourly Rates
7.0	Construction Inspection	\$75,000.00			\$7,320.00	\$24,120.00	\$27,150.00	\$133,590.00	Hourly Rates
8.0	Construction Surveying	\$15,000.00			\$860.00	\$1,180.00		\$17,040.00	Hourly Rates
9.0	Project Closeout	\$10,000.00					<\$4.450.00>	\$5,550.00	Hourly Rates
10.0	Land Acquisition Support	\$19,000.00					<\$2,800.00>	\$16,200.00	Hourly Rates
TOTAL	COMPENSATION	\$374,000.00	\$5,400.00	\$20,000.00	\$12,540.00	\$37,630.00	\$34,850.00	\$484,420.00	

MEETING DATE: FEBRUARY 15, 2022

DEPARTMENT: COMMUNITY DEVELOPMENT

PREPARED BY: TODD STOWELL

CITY ADM. APPROVAL:

# AGENDA ITEM SUMMARY REPORT Ordinance 2022-02 An Ordinance to Amend Cody City Code 10-16-2.

#### ACTION TO BE TAKEN

Consider Ordinance 2022-02 to expand the downtown parking district and the parking standards applicable to that expansion area.

#### **BACKGROUND**

Within the parking regulations of the Cody zoning ordinance is found the following provision:

#### 10-16-2: APPLICABILITY:

The requirements of this chapter apply to all off street parking within the city, whether required or voluntarily provided, except as follows:

Within the downtown parking district, the use of buildings and land shall be exempt from providing up to one hundred (100) off street parking spaces otherwise required by this chapter. Uses in the downtown parking district that exceed this one-hundred (100) space threshold shall provide off street parking in the amount required in excess of one hundred (100) spaces.

All construction requirements of this chapter, including dimensional standards and drainage control, remain applicable to off street parking constructed in the downtown parking district after adoption of this chapter. The downtown parking district includes all land within the downtown architectural district described in section 9-2-2 of this code.

The downtown architectural district on which the downtown parking district is based, is bounded by 9<sup>th</sup> Street on the west and 16th Street on the east, and extends a block and a half off of Sheridan Avenue, except at the west end. (See map on Page 2.)

The City received an application to extend the downtown parking district to the east from the owner of Cody Craft Brewing located at 1732 Sheridan Avenue. It was determined that the request would only include properties along the south side of Sheridan Avenue, from 16<sup>th</sup> Street to 19<sup>th</sup> Street.

The process for amending the zoning ordinance not only includes the standard three readings at City Council meetings, but also advertising and holding a public hearing. Advertising was conducted as required by publication in the Cody Enterprise on January 27, 2022, and by mailed notice to property owners within and not more than 140 feet from the proposed extension. The notice that was mailed and the responses received are attached. The information is to be considered by the Council, but the Council is not bound by the responses received.

The request was initiated by the owner of Cody Craft Brewing primarily for the intent of allowing that business to expand its seating capacity, and secondarily to allow other businesses in that area to receive a similar benefit. The Planning and Zoning Board had granted a special exemption related to

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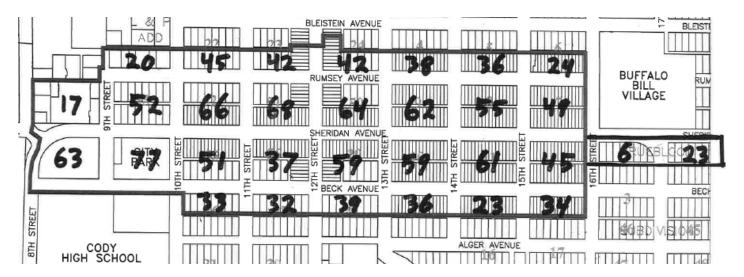
parking for the brewery on March 23, 2021, but the result is more limiting that the owner desires. The Planning and Zoning Board allowed a ratio of three seats in the business for every parking space that was available on the property, along the frontage of the property, and in a neighboring parking lot for which the brewery obtained a formal agreement to use. That ratio and the stipulations of the exemption currently limit the business to about 117 seats. The business has complied with that limit since opening to the public in December 2021.

#### **ANALYSIS**

The following is provided with the intent of providing information to help the Council form their opinion of what should occur in this situation. Additional analysis could have been done, but the following is sufficient to demonstrate that the proposed extension area does not have the same characteristics as the existing downtown parking district. If the area is added to the downtown parking district, the idea of applying customized standards should be considered.

#### Availability of On-Street Parking:

The following map shows the number of on-street parking spaces for each block and half block within the existing and proposed downtown parking district.



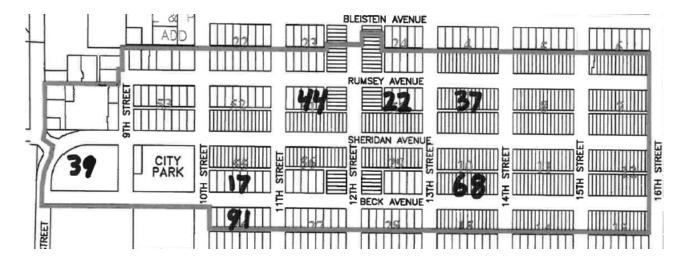
On average, there are 29.5 on-street parking spaces per half block within the existing downtown parking district (calculation includes entire downtown parking district—represented as half block to match configuration of the proposed extension area).

For the proposed expansion area, the half block between 16<sup>th</sup> and 17<sup>th</sup> street (Denny Menholdt) only contains 6 on-street parking spaces and the half block between 17<sup>th</sup> and 19<sup>th</sup> Street contains 23 on-street parking spaces, for an average of 14.5 spaces.

#### Availability of Public Parking:

The existing downtown parking district contains 318 parking spaces in public parking lots (City owned lots, and the County parking lots at the courthouse). Counting both the City and County parking lots, there is an average of 7 parking spaces in public parking lots per half block in the existing downtown parking district. Combined with on-street parking, that is 36.5 public parking spaces per half block in the existing district. The following map shows location and number in each public parking lot.

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Within the proposed expansion area there are no public parking lots, and there are no public parking lots in the existing downtown parking district within two blocks of the proposed expansion. The combined on-street and public parking in the proposed expansion area is 14.5 spaces per half block, or 40% of that available on average in the existing downtown parking district.

#### Timing of Request:

The basis of the downtown parking exemption, while not clearly stated in the ordinance, is that there is a combination of sufficient on-street parking, off-street private parking, and public parking to serve the current needs of the commercial area without excessive conflicts.

Cody Craft Brewing is the new component in the parking equation for the requested expansion area and it has been in operation for about two months, which two months are in the middle of winter when tourist activity is at its lowest and when many residents are out of town seasonally or on vacation. To try and project parking demand for a peak time (middle of summer) using information from this time of year is next to impossible. To address that uncertainty, the options appear to be delaying a decision until adequate information can be collected based on the situation this summer, or attempt to create a temporary authorization, which authorization would be subject to confirmation or modification after this summer. Alternatively, we can give it a best shot and hope it is close enough.

#### Potential for Changes:

The strongest argument for Cody Craft Brewing relating to parking is that their hours of operation do not conflict with the hours of operation of any other use of properties in the proposed expansion area, except perhaps the residences on the east end. At least in winter, almost all on-street parking spaces in the immediate area are available for the use of Cody Craft Brewing customers.

The proposed ordinance amendment does not take into account that this situation could change. What would happen if the business were changed or sold and began to serve meals or have other activities throughout the day? The potential for parking conflicts would likely greatly increase.

#### Which method/vehicle should be used to get there?

Staff prepared ordinance language to accomplish the intent of the expansion request, customized to the specific area. The content will be discussed later in this report.

For now, it is noted that the above issues were discussed with the applicant and the idea presented that a rezone may not be the correct vehicle to accomplish the primary intent of allowing increased seating for Cody Craft Brewing. Instead, revisiting the Special Exemption issued by the Planning and

AGENDA ITEM NO. \_\_\_

Zoning Board may be the more appropriate method because it could be tied to the characteristics of the specific business. For example, the adjustment to the parking requirements could be tied to a condition related to hours of operation, so that the conversion to a full-service restaurant would not be authorized without further review. This is agreeable to the applicant. It would also preclude other unknowns from being introduced into the parking analysis, in that any other properties desiring adjustments to their parking requirements would need to be reviewed individually as the cases arise. Any exemption for Cody Craft Brewery would likely serve as a model for those other requests that may occur, and each would be reviewed on their own merits, and likely at a time when we would know much more about the Cody Craft Brewing impacts during the summer.

#### Content of Ordinance:

What staff would like to get out of this process is whether City Council believes a modification to the Cody Craft Brewing parking restrictions should be made at this time, and if so, whether the following proposal is what they would like to see implemented. If it is, planning staff and the applicant are both agreeable to putting that language into the form of a special exemption request to be taken to the Planning and Zoning Board for review and authorization. Technically it would be their decision, but if the City Council gave direction to go that way, it is expected that that would be the result. We would need to advertise a public hearing for the Planning and Zoning Board and charge the applicant another review fee (\$250).

Procedurally, the attached ordinance would be tabled until after the special exemption was considered by the Planning and Zoning Board, at which time the ordinance could "die on the table" provided it was not needed.

Here is the language that has been prepared, limited to the Cody Craft Brewing business. Additional stipulations could be added through the special exemption process, but the concept is hopefully clear.

Cody Craft Brewing shall be required to provide only 50% of the amount of parking otherwise required by this chapter (parking ordinance). The parking that is provided shall be in the form of on-site parking on the subject property or parking facilities located on neighboring private property that has been authorized pursuant to 10-17-7. This reduction in the amount of required parking is limited to a maximum waiver of thirty-three (33) spaces.

The application of this equation to the Cody Craft Brewing situation would allow them to have seating for 186 based on their existing situation. If they were to obtain a parking agreement with the new owner of Farmers Insurance, their seating capacity would be 210. The result is sufficient to satisfy the applicant.

#### FINANCIAL IMPACT

No direct impact to the City budget is expected.

#### **ATTACHMENTS**

Application email Responses to notices

#### **ALTERNATIVES**

- 1. Deny the ordinance amendment.
- 2. Approve the ordinance amendment as written or amended.
- 3. Table the ordinance.

AGENDA ITEM NO.	
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<u>RECOMMENDATION</u> After holding the public hearing and discussing what should be done, take appropriate action.
If the City Council is agreeable to the concept of the language presented, direct the matter to be taken to the Planning and Zoning Board as a Special Exemption request. Then table the ordinance until after the Planning and Zoning Board issues their decision on the Special Exemption. If the special exemption is approved, the ordinance would no longer be necessary.
H:\PLANNING DEPARTMENT\FILE REVIEWS\ZONE CHANGES\2022\2022-01 DOWNTOWN PARKING DISTRICT EXPANSION\AGENDA SUMMARY DOWNTOWN PARKING DISTRICT EXPANSION.DOCX

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



Todd Stowell <todds@codywy.gov>

#### **Cody Craft Brewing - Request**

1 message

**Brian Walker** <bri>Strian@codycraftbrewing.com><br/>Reply-To: Brian Walker <bri>Strian@codycraftbrewing.com><br/>To: Todd Stowell <todds@codywy.gov>

Fri, Jan 21, 2022 at 11:10 AM

Hello Todd,

As requested, here is the write up on our request:

Cody Craft Brewing is requesting the downtown parking exemption to be extended down Sheridan Ave to 19th Street. As there is a desire for growth down east Sheridan, and with Cody Craft Brewing opening, the downtown parking exemption is needed to accommodate visitors and patrons. While we are limited to seating based on parking, this number does not account for walk-up traffic, which will be very common in the summer months. Patrons will walk from nearby hotels and shops, and if we're limited to a seat count based on parking, this does not take in to account foot traffic and we'd be forced to turn them away. Other businesses on Main Street are not held to this same standard. While it would be ideal to extend this exemption for both sides of the streets, we are amenable to the south side of Sheridan Ave having this exemption. As it is all commercial traffic on this side of the street, that would be a minimum request that we feel would work for all.

Please let me know if you need any additional detail!

Brian Walker | Founder Cody Craft Brewing 1732 Sheridan Ave, Cody WY 82414 PO Box 432, Cody WY 82414 p: 307.250.3748

e: brian@codycraftbrewing.com

The City of Cody has received a request from Cody Craft Brewery of 1732 Sheridan Avenue to extend the downtown parking district to include properties along the south side of Sheridan Avenue, from 16<sup>th</sup> Street to 19<sup>th</sup> Street. The downtown parking district is defined in City Code 10-16-2, and provides an exemption from providing required on-site parking, for up to 100 spaces per property. The properties requested to be added are identified on the map below, and include Lots 1-14 of Block 1 and Lots 1-8 of Block 2 of the Trueblood subdivision, as recorded in Book C of Plats, Page 6, records of Park County, WY, except the portions thereof within the public street right of way.



The amendment to the parking district boundary and any modification of the downtown parking district standards as applicable to the requested expansion area will be considered at a <u>public hearing</u> held by the Cody City Council at their regularly scheduled meeting on <u>Tuesday, February 15, 2022</u> at 7:00 p.m. in the City Hall Council Chambers, at 1338 Rumsey Ave. Anyone is welcome to attend and comment at the public hearing. This notice is being sent to all property owners within the subject area, and within 140' of the subject area. If the request is approved in full or in part, the language of Cody City Code 10-16-2 would be amended accordingly. A staff proposal will be included in the City Council agenda materials for the meeting. Several options exist for how the language may be modified, including the extent, conditions, and maximum amount of the parking exemption. Your comments on the request would be appreciated and may be submitted in writing, or in person at the meeting. Additional information is available by contacting Community Development at (307) 527-3472.

Dear (	City Council:
	I have NO OBJECTION to expand the downtown parking district to the area requested.  Property Owner Name:
	Address:
	Comments:
V	I <u>OBJECT</u> to the request:  Property Owner Name: Burns C Brimhall
	Address:1120 19th Street, Cody Wyoming 82414
	Reason for Objection: I don't want public parking, especially coming from a brewery extending into areas close to private residences.
	Property Owner Name: Burns C Brimhall  Address: 1120 19th Street, Cody Wyoming 82414  Reason for Objection: I don't want public parking, especially coming from a brewery exten

Please respond by either attending the meeting, emailing your comments to <a href="totds@codywy.gov">totds@codywy.gov</a>, or returning this letter to: Community Development P.O. Box 2200, Cody, WY 82414, or into the utility bill drop box at city hall. All written comments must be submitted by February 10, 2022 in order to be included in the City Council agenda packet.

provide your email address: E-mail address: \_

Response	<b>Letter:</b> (Responses may be submitted in any written format. The following form is provided for your convenience.)
Dear City	
🏿 I h	have NO OBJECTION to expand the downtown parking district to the area requested.
Pro	pperty Owner Name: <u>Suk Wogoman by POA Bettye Hombil</u> dress: <u>1801 Beck We - Cudy My 82414</u>
Ad	dress: 1901 Beck We We Way My 82414
Co	mments:
**	********************************
	DBJECT to the request:
Pre	operty Owner Name:
Ac	ldress:
Re	eason for Objection:
Please res	spond by either attending the meeting, emailing your comments to <a href="mailto:to:community">to: Community Development P.O. Box 2200, Cody, WY 82414, or into the utility bill drop box at city written comments must be submitted by February 10, 2022 in order to be included in the City Council</a>
Please resthis letter hall. All vagenda posesponse	spond by either attending the meeting, emailing your comments to <a href="mailto:to:community-bevelopment">to: Community Development P.O. Box 2200, Cody, WY 82414</a> , or into the utility bill drop box at city written comments must be submitted by February 10, 2022 in order to be included in the City Council acket.  Letter: (Responses may be submitted in any written format. The following form is provided for your convenience buncil:
Please resthis letter hall. All vagenda posesponse	spond by either attending the meeting, emailing your comments to <a href="mailto:to:community-bevelopment-p.o.">to: Community Development p.o.</a> Box 2200, Cody, WY 82414, or into the utility bill drop box at city written comments must be submitted by February 10, 2022 in order to be included in the City Council acket.  Letter: (Responses may be submitted in any written format. The following form is provided for your convenience puncil:  The Modern of the downtown parking district to the area requested.  DAUGHER OF THE
Please resthis letter hall. All vagenda posesponse ear City Correct I had	spond by either attending the meeting, emailing your comments to <a href="mailto:to:community-bevelopment">to: Community Development P.O. Box 2200, Cody, WY 82414</a> , or into the utility bill drop box at city written comments must be submitted by February 10, 2022 in order to be included in the City Council acket.  Letter: (Responses may be submitted in any written format. The following form is provided for your convenience buncil:
Please resthis letter hall. All vagenda posesponse	Spond by either attending the meeting, emailing your comments to

Please respond by either attending the meeting, emailing your comments to <a href="mailto:todds@codywy.gov">todds@codywy.gov</a>, or returning this letter to: Community Development P.O. Box 2200, Cody, WY 82414, or into the utility bill drop box at city hall. All written comments must be submitted by February 10, 2022 in order to be included in the City Council agenda packet.

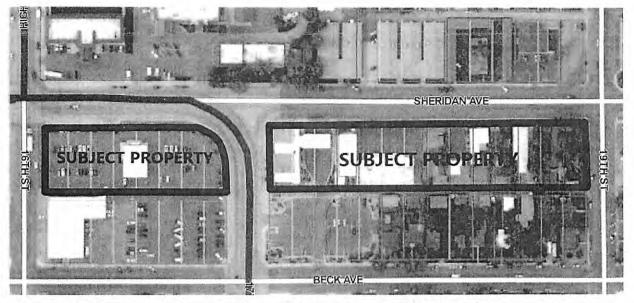
<b>Response Letter:</b> (Responses may be submitted in any written format. The following form is provided for your convenience.)		
Dear City Council:		
I have NO OBJECTION to expand the downtown parking district to the area requested.		
Property Owner Name: <u>Glaia Hedderman</u>		
Address: 425 N. Douxlos, Powill but I own		
comments: The vacant dot on the NW corner of		
**************************************		
Property Owner Name: I support downtown parking rules Address: for properties on Sheridan Dide		
A CASA CASA CASA CASA CASA CASA CASA CA		
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
in this part of Sheridan Are need this		
on Both sides of Sheridan		
If you would like to receive a copy of the City Council agenda materials for this request, please		
provide your email address: E-mail address:		
Please respond by either attending the meeting, emailing your comments to todds@codywy.gov, or returning		
this letter to: Community Development P.O. Box 2200, Cody, WY 82414, or into the utility bill drop box at city		
hall. All written comments must be submitted by February 10, 2022 in order to be included in the City Council		
agenda packet.		
I will be out of town in the oncerting. Sony to miss		
Response Letter: (Responses may be submitted in any written format. The following form is provided for your convenience.)		
Dear City Council:		
I have NO OBJECTION to expand the downtown parking district to the area requested.		
Property Owner Name: Pinnacle Bank - Wyoming		
Address: 1702 Sheridan Are.		
Comments:		
**********************************		
☐ I <u>OBJECT</u> to the request:  Property Owner Name:		
Address:		
Reason for Objection:		
If you would like to receive a copy of the City Council agenda materials for this request, please		
provide your email address: E-mail address:		
Please respond by either attending the meeting, emailing your comments to todds@codywy.gov, or returning		

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Dear City Council:
have NO OBJECTION to expand the downtown parking district to the area requested.
Property Owner Name: JOHN DAVID BALLING
Address: 1808 SHERIDAN AUG
Comments:
***************************************
☐ I <u>OBJECT</u> to the request:
Property Owner Name:
Address:
Reason for Objection:
If you would like to receive a copy of the City Council agenda materials for this request, please
provide your email address: E-mail address:
Please respond by either attending the meeting, emailing your comments to <a href="mailto:to:community-bevelopment-picture">to:community-bevelopment-picture</a> , emailing your comments to

Response Letter: (Responses may be submitted in any written format. The following form is provided for your convenience.)

Please respond by either attending the meeting, emailing your comments to <a href="mailto:totods@codywy.gov">totods@codywy.gov</a>, or returning this letter to: Community Development P.O. Box 2200, Cody, WY 82414, or into the utility bill drop box at city hall. All written comments must be submitted by February 10, 2022 in order to be included in the City Council agenda packet.



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Please respond by either attending the meeting, emailing your comments to <a href="mailto:todds@codywy.gov">todds@codywy.gov</a>, or returning this letter to: Community Development P.O. Box 2200, Cody, WY 82414, or into the utility bill drop box at city hall. All written comments must be submitted by February 10, 2022 in order to be included in the City Council agenda packet.

provide your email address: E-mail address: \_\_



Property Owner Name:

Todd Stowell <todds@codywy.gov>

# Regarding Hearing Cody Craft Brewery 1 message Joan Stratman <joanstratman56@gmail.com> Thu, Feb 10, 2022 at 10:06 AM To: todds@codywy.gov I reside@ 1832 Sheridan Ave My name is Joan Stratman My objection to this request: How come you let this happen without the parking?

Address: 1832 Sheridan Mve.

Reason for Objection: Treffic

If you would like to receive a copy of the City Council agenda materials for this request, please

Please respond by either attending the meeting, emailing your comments to <a href="mailto:todds@codywy.gov">todds@codywy.gov</a>, or returning this letter to: Community Development P.O. Box 2200, Cody, WY 82414, or into the utility bill drop box at city hall. All written comments must be submitted by February 10, 2022 in order to be included in the City Council agenda packet.

#### **ORDINANCE NO. 2022-02**

## AN ORDINANCE TO AMEND TITLE 10, CHAPTER 16, SECTION 2 OF THE CITY OF CODY CODE

WHEREAS, the City of Cody received an application from Cody Craft Brewery to amend the downtown parking district boundary to include additional lands;

WHEREAS, the governing body of the City of Cody held a property advertised public hearing and considered the application at their meeting on February 15, 2022; and,

WHEREAS, the governing body of the City of Cody finds that it is in the best interest to amend Title 10, Chapter 16, Section 2 to expand the downtown parking district and establish standards specific to the expanded area.

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

**SECTION 1:** Title 10, Chapter 16, Section 2 of the City of Cody Code is hereby amended to read as follows:

#### 10-16-2: APPLICABILITY:

The requirements of this chapter apply to all off street parking within the city, whether required or voluntarily provided, except as follows:

1. Within the downtown parking district, the use of buildings and land shall be exempt from providing up to one hundred (100) off street parking spaces otherwise required by this chapter. Uses in the downtown parking district that exceed this one-hundred (100) space threshold shall provide off street parking in the amount required in excess of one hundred (100) spaces.

All construction requirements of this chapter, including dimensional standards and drainage control, remain applicable to off street parking constructed in the downtown parking district after adoption of this chapter.

The downtown parking district includes all land within the downtown architectural district described in section 9-2-2 of this code.

2. Within the area described below, the use of buildings and land shall be required to provide only 50% of the amount of parking otherwise required by this chapter. The parking that is provided shall be in the form of on-site parking on the subject property or parking facilities located on neighboring private property that has been authorized pursuant to 10-17-7. This reduction in the amount of required parking is limited to a maximum waiver of thirty-three (33) spaces.

The area includes Lots 1-14 of Block 1 and Lots 1-8 of Block 2 of the Trueblood subdivision, as recorded in Book C of Plats, Page 6, records of Park County, WY. These properties are bounded by Sheridan Avenue on the north, 16<sup>th</sup> Street on the west, 19<sup>th</sup> Street on the east, and the alley half a block to the south of Sheridan Avenue on the south.

passage and publication in the Cody Enterprise as required by law.

PASSED ON FIRST READING:

PASSED ON SECOND READING:

PASSED, ADOPTED AND APPROVED
ON THIRD AND FINAL READING:

**SECTION 2: EFFECTIVE DATE.** This Ordinance shall become effective after final

	ATTEST:	
Matt Hall, Mayor	Cynthia Baker, Administrative Services Officer	

#### **ORDINANCE NO. 2022-01**

## AN ORDINANCE TO AMEND TITLE 9, CHAPTER 2, SECTION 1 OF THE CITY OF CODY CODE

**WHEREAS**, the governing body has determined that it is in the public interest to amend Section 9-2-1 of the City of Cody Code to reflect recent action by the State pursuant to W.S. 35-9-106 to adopt certain provisions of the International Codes promulgated by the International Code Council.

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

**SECTION 1:** Title 9, Chapter 2, Section 1 of the City of Cody Code is hereby amended to read as follows:

#### 9-2-1: ADOPTION BY REFERENCE; COPIES TO BE KEPT ON FILE:

- A. The 2021 editions of:
  - 1. The International Building Code;
  - 2. The International Existing Building Code;
- 3. The International Fire Code including appendices C, D, E, F and G, and appendix B with Section B103.1 thereof amended as follows: "B103.1 Decreases. The fire code official is authorized to reduce the fire-flow requirement for isolated buildings or a group of buildings where the development of full fire-flow requirements is impractical.";
  - 4. The International Mechanical Code; and,
  - 5. The International Fuel Gas Code:

as adopted and published by the International Code Council (ICC), are made a part hereof by this reference, the same as though incorporated herein at length.

- B. Subsequent editions, changes, amendments, replacements and supplements of the codes referenced in subsection A of this section shall become effective on the last day of the sixth month after adoption by the State of Wyoming.
- C. The City of Cody hereby adopts the 2020 Edition of the NFPA 70 National Electrical Code, as published by the National Fire Protection Association and adopted by the State of Wyoming, which code is made a part hereof by this reference, the same as though incorporated herein at length.
- D. The City of Cody will adopt by resolution, the provisions of the International Plumbing Code, the International Residential Code, and International Property Maintenance Code that are in the best interest of the City.

All fees for the issuance of permits shall be from the fee schedules approved and adopted by the Governing Body by resolution.

One copy of all adopted codes shall be kept on file by the City, and shall be marked with the words "Property of the City of Cody, Official Copy".

**SECTION 2: EFFECTIVE DATE.** This Ordinance shall become effective March 15, 2022, after final passage and publication in the Cody Enterprise as required by law.

Matt Hall Mayor	ATTEST:  Cynthia Baker, Administrative Services Officer
PASSED, ADOPTED AND APPR ON THIRD AND FINAL READIN	
PASSED ON SECOND READING	G:
PASSED ON FIRST READING: 2	2/1/2022