# City of Cody City Council AGENDA

Tuesday, April 19, 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 April 5, 2022,
- b. Approve Vouchers and payroll in the amount of \$1,364,865.10.
- 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
- 4. Conduct of Business
  - a. Consider authorizing Council Member Diane Ballard to sign the application for a Wyoming Cultural Trust Fund application for public murals.
     Spokesperson: Diane Ballard, Cody Public Arts Committee
  - b. Resolution 2022-03

A Resolution Adopting the 2021 International Residential Code, as Modified. Staff Reference: Todd Stowell, City Planner

- c. Resolution 2022-02
  - A Resolution Adopting the 2021 Edition of the International Plumbing Code Staff Reference: Todd Stowell, City Planner
- d. Consider awarding bid 2022-01 to Normont Equipment for CCTV Equipment, Van upfitting and associated support services in the amount of \$186,096.00.

  Staff Reference: Phillip Bowman, Public Works Director

e. Consider rejecting all bid received for Bid 21022-02 and allowing staff to rebid the purchase.

Staff Reference: Phillip Bowman, Public Works Director

f. Authorize the Mayor to sign and execute the Amended Cooperative Agreement between the Wyoming Department of Transportation, City of Cody and Park County for continued participation in the Urban Systems Program

Staff Reference: Phillip Bowman, Public Works Director

g. Approve the final plat for the Pederson Minor Subdivision, a 2-lot subdivision, subject to conditions of approval.

Staff Reference: Todd Stowell, City Planner

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

#### **Upcoming Meetings:**

April 26, 2022 – Tuesday – Work Session – 5:30 p.m. May 3, 2022 – Tuesday – Regular Council Meeting 7:00 p.m.

#### City of Cody Council Proceedings Tuesday, April 5, 2022

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, April 5, 2022 at 7:00 p.m.

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

Absent: Council Member Justin Baily and City Administrator Barry Cook

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

Proclamation - National Services Recognition Day - April 5, 2022

Council Member Ballard made a motion seconded by Council Member Rasmussen to approve the agenda as presented including the Consent Calendar including Minutes: Regular Minutes from March 15, 2022, Work Session dated March 22, 2022; approve Vouchers and payroll in the amount of \$842,361.39; submit Official ballot appointing Penny Robbins, Clerk/Treasurer, Town of Mountain View and Michele Richlin, Clerk/Treasurer, Town of Deaver for the two Town seats and Cindy Baker, Administrative Service Officer, City of Cody for the City Seat to the WAM JPIC Board of Directors all for a three-year term; authorize the Mayor to enter into and sign an Encroachment Easement between the City of Cody and 1227 Cody, LLC; approve the proposed updates to the Financial Management Policy; and approve the extension of Quote 2021-06 Fuel, extending the current fuel contract with Bailey Enterprises Inc. for a period of one year beginning July 1, 2022. Allowing an additional freight fuel surcharge of \$0.04 per gallon to be added at that time. Vote was unanimous.

Council Member Swett made a motion seconded by Council Member Fritz to approve a request from Park County Travel Council (PCTC) and the Harley Owners Group (HOG) for the Kick-n-it Cody 2022 Event to be held during June 23-25, 2022. The organizers request street closures as listed as items 1-4 on the Agenda Item Summary Report, which also include Open Container Permits, Malt Beverage Permit, Vendor Permit and the use of City Park. Vote was unanimous.

Council Member Swett made a motion seconded by Council Member Ballard a request from PCTC and HOG for the City of Cody to sponsor \$2,500 for fees associated with the event including PW Staff, Police Staff and Park Reservations, band shell and sound fees. Organizers would still be responsible for Vendor Permit fee, Open container and malt beverage Permit fees). Voting in favor were Council Members Swett, Quick, Ballard, Fritz and Mayor Hall. Voting opposed was Council Member Rasmussen. Motion carried.

#### Resolution 2022-07

A Resolution Encumbering Funds from the American Rescue Plan Act to Provide Funding for Carpet Replacement and Customer Service Station Remodeling at City Hall. Council Member Rasmussen made a motion seconded by Council Member Fritz to approve Resolution 2022-07. Vote was unanimous

#### Resolution 2022-08

A Resolution Encumbering Funds from the American Rescue Plan Act to Provide Funding for the Purchase of Tablets and Stands for the Council Dais. Council Member Quick made a motion seconded by Council Member Rasmussen to approve Resolution 2022-08. Vote was unanimous

## Resolution 2022-09

A Resolution Encumbering Funds from the American Rescue Plan Act to Provide Funding for to Provide Funding for Chip Sealing. Council Member Fritz made a motion seconded by Council Member Ballard to approve Resolution 2022-09. Vote was unanimous

#### Resolution 2022-10

A Resolution Encumbering Funds from the American Rescue Plan Act to Provide Funding for Hiring a Part-Time Community Services Officer in the Police Department. Council Member Rasmussen made a motion seconded by Council Member Swett to approve Resolution 2022-10. Vote was unanimous

#### Resolution 2022-11

A Resolution Electing to use the Standard Allowance for Revenue Replacement Calculations Under the American Rescue Plan Final Rule. Council Member Swett made a motion seconded by Council Member Rasmussen to approve Resolution 2022-11. Vote was unanimous

Council Member Fritz made a motion and seconded by Council Member Quick to approve the Preliminary plat of Dansie Minor Subdivision, a 3-lot subdivision, with associated variances and conditions of approval. Vote was unanimous

Council Member Rasmussen made a motion seconded by Council Member Fritz to approve the preliminary plat of the West Avenue Duplexes Subdivision, an 8-lot subdivision, with associated variances and conditions of approval. Vote was unanimous

Council Member Rasmussen made a motion seconded by Council Member Quick to approve the final plat for the Bromley Minor Subdivision, a 4-lot subdivision, subject to conditions of approval amending item 1.d. to condition 5 and no lots will be sold and no building permits issued until condition 5 is completed. Vote was unanimous

Approve Ordinance 2022-03 –3rd Reading and Final Reading
An Ordinance Amending Title 3, Chapter 3, Section 3-3-9(b) of the City of Cody Code. Taxi License:
Driver's. Council Member Fritz made a motion seconded by Council Member Swett to approve
Ordinance 2022-03 on 3<sup>rd</sup> and final reading. Vote was unanimous

Ordinance 2022-03 on 3 <sup>rd</sup> and final reading. Vote	was unanimous
At 9:20 p.m. Mayor Hall adjourned the meeting.	
Mayor, Matt Hall	Cynthia Baker, City of Cody Clerk

# Payment Approval Report - COUNCIL MEETING VOUCHER LIST Report dates: 4/1/2022-4/30/2022

Page: 1 Apr 14, 2022 09:02AM

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
ACKER ELECTRIC INC					
	61786	VV PUMP HOUSE ELECTRIC WORK	03/21/2022	237.00	237.00
	61815	WIRE REBUILT PUMP BACK IN	03/28/2022	292.50	292.50
	61816	BALER BYPASS	03/28/2022	130.00	130.00
Total ACKER ELECTRIC INC:				659.50	659.50
LPINE SERVICES LLC					
DR FLESHER, TERESA	040422	REFUND UTILITY DEPOSIT	04/04/2022	161.45	161.45
Total ALDINE SEDVICES LLC.				161.45	161.45
Total ALPINE SERVICES LLC:				161.45	161.45
AMERICAN FAMILY LIFE ASSUR	4500	AELAG PREMIUM	04/05/0000	0.440.50	0.440.50
	4522	AFLAC PREMIUM	04/05/2022	2,140.59	2,140.59
Total AMERICAN FAMILY LIFE A	SSUR:			2,140.59	2,140.59
MERICAN WELDING & GAS, INC.	0.400004	CARRON DIOVIDE/OVI INDER RENTAL	00/04/0000	27.02	27.02
	8433391	CARBON DIOXIDE/CYLINDER RENTAL	03/31/2022	37.83	37.83
Total AMERICAN WELDING & GA	AS, INC.:			37.83	37.83
BAILEY ENTERPRISES INCORPORAT					
	6052960	Fuel	04/07/2022	191.36	191.36
	6052960	Fuel	04/07/2022	1,275.45	1,275.45
	6052960	Fuel	04/07/2022	218.67	218.67
	6052960	Fuel	04/07/2022	72.89	72.89
	6052960	Fuel	04/07/2022	3,024.92	3,024.92
	6052960	Fuel	04/07/2022	164.87	164.87
	6052960	Fuel	04/07/2022	218.67	218.67
	6052960	Fuel	04/07/2022	109.33	109.33
	6052960	Fuel	04/07/2022	30.72	30.72
	6052960	Fuel	04/07/2022	490.73	490.73
	6052960	Fuel	04/07/2022	262.42	262.42
	6052960	Fuel	04/07/2022	195.73	195.73
	6052960	Fuel	04/07/2022	22.10	22.10
	6052960	Fuel	04/07/2022	176.30	176.30
	6052960	Fuel	04/07/2022	.00	.00
	6052960	Fuel	04/07/2022	185.32	185.32
	6052960	Fuel	04/07/2022	30.76	30.76
	6052960	Fuel	04/07/2022	282.14	282.14
	6052960	Fuel	04/07/2022	61.52	61.52
	6052960	Fuel	04/07/2022	1,112.80	1,112.80
	6052960	Fuel	04/07/2022	188.32	188.32
	6052960	Fuel	04/07/2022	1,035.04	1,035.04
	6052960	Fuel	04/07/2022	377.09	377.09
	6052960	Fuel	04/07/2022	.00	.00
	6052960	Fuel	04/07/2022	.00	.00
	6052960	Fuel	04/07/2022	17.83	17.83
	6052960	Fuel	04/07/2022	4.46	4.46
	6052960	Fuel	04/07/2022	8.91	8.91
	6052960	Fuel	04/07/2022	13.37	13.37
	6052960	Fuel	04/07/2022	47.26	47.26
	6052960	Fuel	04/07/2022	6,418.96	6,418.96
	6052960	Fuel	04/07/2022	2,107.09	2,107.09
	6052960	Fuel	04/07/2022	103.17	103.17
	6052960	Fuel	04/07/2022	214.23	214.23
	6052960	Fuel	04/07/2022	108.48	108.48

6052960   Fuel   0407/2022   0407/2022   06052960   Fuel   0407/2022   0407/2022   06052960   Fuel   0407/2022   0407/2022   06052960   Fuel   0407/2022   0407/	et Invoice Amount	Amount Paid
6052960   Fuel   04/07/2022   052960   Fuel   04/07/2022   6052960   Fuel   04/07/2022   052960   Fuel   04/07/2022   04/07/2022   052960   Fuel   04/07/2022   052960   04/07/2022   052960   04/07/2022   052960   04/07/2022   052960   04/07/2022   052960   04/07/2022   052960   04/07/2022   0529600   04/07/2022   0529600   04/07/2022   0529600   04/07/	47.26	47.26
G052960   Fuel   QA/07/2022   Q52900   Fuel   QA/07/2022   Q52900   Fuel   QA/07/2022   Q52900   Fuel   QA/07/2022   Q52900   Fuel   QA/07/2022   Q52960   Fuel   Q52960   Fuel   Q52960   Q52960   G52960   Fuel   Q52960   Q52960   Q52960   Q52960   G52960	780.81	780.81
G052960   Fuel   Q4/07/2022   G052960   Fuel   Q4/07/2022   G052960   Fuel   Q4/07/2022   G052960   Fuel   Q4/07/2022   Q4/07/2022   G052960   Fuel   Q4/07/2022   Q4/07/2022   Q4/07/2022   Q4/07/2022   Q4/07/2022   Total BAILEY ENTERPRISES INCORPORATED:    SILACK HILLS GAS HOLDINGS, LLC   SILACK HILLS ENERGY   Q4/07/2022   UTILITIES - BLACK HILLS ENERGY   Q4/07/2022   Q4/07/202	465.15	465.15
6052980   Fuel   0.4107/2022     6052980   Fuel   0.4107/2022     6052980   Fuel   0.4107/2022     6052980   Fuel   0.4107/2022     7 Total BAILEY ENTERPRISES INCORPORATED:     8	47.26	47.26
6052960   Fuel	622.75	622.75
G052960   Fuel   O4/07/2022   O4/07/2023	128.40	128.40
Total BAILEY ENTERPRISES INCORPORATED:  BLACK HILLS GAS HOLDINGS, LLC  BLACK HILLS ENERGY 04072022 UTILITIES - BLACK HILLS ENERGY 04/07/2022 BLACK HILLS ENERGY 04072022 UTILITIES - BLACK HILLS ENERGY 04/07/2022 BLACK HILLS ENERGY 04072022 UTILITIES - BLACK HILLS ENERGY 04/07/2022 BLACK HILLS ENERGY 04072022 UTILITIES - BLACK HILLS ENERGY 04/07/2022 BLACK HILLS ENERGY 04072022 UTILITIES - BLACK HILLS ENERGY 04/07/2022 BLACK HILLS ENERGY 04072022 UTILITIES - BLACK HILLS ENERGY 04/07/2022 BLACK HILLS ENERGY 04072022 UTILITIES - BLACK HILLS ENERGY 04/07/2022 BLACK HILLS ENERGY 04072022 UTILITIES - BLACK HILLS ENERGY 04/07/2022 BLACK HILLS ENERGY 04072022 UTILITIES - BLACK HILLS ENERGY 04/07/2022 BLACK HILLS ENERGY 04072022 UTILITIES - BLACK HILLS ENERGY 04/07/2022 BLACK HILLS ENERGY 04072022 UTILITIES - BLACK HILLS ENERGY 04/07/2022 BLACK HILLS ENERGY 04072022 UTILITIES - BLACK HILLS ENERGY 04/07/2022 BLACK HILLS ENERGY 04072022 UTILITIES - BLACK HILLS ENERGY 04/07/2022 BLACK HILLS ENERGY 04072022 UTILITIES - BLACK HILLS ENERGY 04/07/2022 BLACK HILLS ENERGY 04072022 UTILITIES - BLACK HILLS ENERGY 04/07/2022  TOTAL BLACK HILLS GAS HOLDINGS, LLC:  CARQUEST AUTO PARTS  2874-ID-44746 Hydraulic Fittings C08 03/17/2022  TOTAL CARQUEST AUTO PARTS:  COTAL CARQUEST AUTO PARTS:  COTAL CARQUEST AUTO PARTS:  14.7510.48 REFUND CREDIT BALANCE 04/05/2022  TOTAL CARGUEST AUTO PARTS:  COTAL CARGUEST AUTO PARTS:  14.7510.48 REFUND CREDIT BALANCE 04/05/2022  TOTAL COTAL CARGUEST AUTO PARTS:  COTAL CARGUEST AUTO PARTS:  14.7510.48 REFUND CREDIT BALANCE 04/04/2022  A1012 Legal Services 04/04/2022  A1022 Legal Services 04/04/2022  A3122 Legal Services 04/04/2022  A4/04/2022  A3122 Legal Services 04/04/2022	624.03	624.03
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BLACK HILLS ENERGY 04072022 UTILITIES - BLACK HILLS ENERGY 04/07/2022 BLACK HILLS ENERGY 04072022 UTILITIES - BLACK HILLS ENERGY 04/07/2022 BLACK HILLS ENERGY 04072022 UTILITIES - BLACK HILLS ENERGY 04/07/2022 BLACK HILLS ENERGY 04072022 UTILITIES - BLACK HILLS ENERGY 04/07/2022 BLACK HILLS ENERGY 04072022 UTILITIES - BLACK HILLS ENERGY 04/07/2022 BLACK HILLS ENERGY 04072022 UTILITIES - BLACK HILLS ENERGY 04/07/2022 BLACK HILLS ENERGY 04072022 UTILITIES - BLACK HILLS ENERGY 04/07/2022 BLACK HILLS ENERGY 04072022 UTILITIES - BLACK HILLS ENERGY 04/07/2022 BLACK HILLS ENERGY 04072022 UTILITIES - BLACK HILLS ENERGY 04/07/2022  Total BLACK HILLS GAS HOLDINGS, LLC:  CARQUEST AUTO PARTS  2874-ID-44746 Hydraulic Fittings C08 03/17/2022  Total CARQUEST AUTO PARTS:  CBE GROUP INC  33122 GARNISHMENT - WG2108102 03/31/2022  Total CITY OF CODY:  CODY INVESTMENTS PROPERTIES  14.7510.48 REFUND CREDIT BALANCE 04/04/2022  Total CODY INVESTMENTS PROPERTIES:  COPENHAVER KATH KITCHEN KOLPITCKE LLC  33122 Legal Services 04/04/2022	1,639.01	.00
BLACK HILLS ENERGY 04072022 UTILITIES - BLACK HILLS ENERGY 04/07/2022 BLACK HILLS ENERGY 04/07/2022 UTILITIES - BLACK HILLS ENERGY 04/07/2022 UTILITIES - BLACK HILLS ENERGY 04/07/2022 UTILITIES - BLACK HILLS ENERGY 04/07/2022 BLACK HILLS ENERGY 04/07/2022 UTILITIES - BLACK HILLS ENERGY 04/07/2022 BLACK HILLS ENERGY 04/07/2022 UTILITIES - BLACK HILLS ENERGY 04/07/2022 BLACK HILLS ENERGY 04/07/2022 UTILITIES - BLACK HILLS ENERGY 04/07/2022 BLACK HILLS ENERGY 04/07/2022 UTILITIES - BLACK HILLS ENERGY 04/07/2022 BLACK HILLS ENERGY 04/07/2022 UTILITIES - BLACK HILLS ENERGY 04/07/2022 Total BLACK HILLS GAS HOLDINGS, LLC:  CARQUEST AUTO PARTS  2874-ID-44746 Hydraulic Fittings C08 03/17/2022 Total CARQUEST AUTO PARTS:  CBE GROUP INC  33122 GARNISHMENT - WG2108102 03/31/2022 Total CBE GROUP INC:  CITY OF CODY  040522 RESTITUTION FROM CARL NELSON MC-2202- 04/05/2022 018  Total CITY OF CODY:  CODY INVESTMENTS PROPERTIES  14.7510.48 REFUND CREDIT BALANCE 04/04/2022 13122 Legal Services 04/04/2022 14/04/20	1,334.17	.00
BLACK HILLS ENERGY 04072022 UTILITIES - BLACK HILLS ENERGY 04/07/2022 BLACK HILLS ENERGY 04/07/2022 UTILITIES - BLACK HILLS ENERGY 04/07/2022 UTILITIES - BLACK HILLS ENERGY 04/07/2022 BLACK HILLS ENERGY 04/07/2022 UTILITIES - BLACK HILLS ENERGY 04/07/2022 BLACK HILLS ENERGY 04/07/2022 UTILITIES - BLACK HILLS ENERGY 04/07/2022 BLACK HILLS ENERGY 04/07/2022 UTILITIES - BLACK HILLS ENERGY 04/07/2022 BLACK HILLS ENERGY 04/07/2022 UTILITIES - BLACK HILLS ENERGY 04/07/2022 BLACK HILLS ENERGY 04/07/2022 UTILITIES - BLACK HILLS ENERGY 04/07/2022 Total BLACK HILLS GAS HOLDINGS, LLC:  CARQUEST AUTO PARTS  2874-ID-44746 Hydraulic Fittings C08 03/17/2022 Total CARQUEST AUTO PARTS:  CBE GROUP INC  33122 GARNISHMENT - WG2108102 03/31/2022 03/31/2022 Total CBE GROUP INC:  CITY OF CODY  040522 RESTITUTION FROM CARL NELSON MG-2202- 04/05/2022 018  Total CITY OF CODY:  CODY INVESTMENTS PROPERTIES:  14.7510.48 REFUND CREDIT BALANCE 04/04/2022 13/3122 Legal Services 04/04/2022 33/3122 Legal Services 04/04/2022 34/04/2022 34/04/2022 34/04/2022 34/04/2022 34/04/2022	1,593.03	.00
BLACK HILLS ENERGY 04072022 UTILITIES - BLACK HILLS ENERGY 04/07/2022 BLACK HILLS ENERGY 04072022 UTILITIES - BLACK HILLS ENERGY 04/07/2022 BLACK HILLS ENERGY 04072022 UTILITIES - BLACK HILLS ENERGY 04/07/2022 BLACK HILLS ENERGY 04/07/2022 BLACK HILLS ENERGY 04/07/2022 BLACK HILLS ENERGY 04/07/2022  Total BLACK HILLS GAS HOLDINGS, LLC:  CARQUEST AUTO PARTS  2874-ID-44746 Hydraulic Fittings C08 03/17/2022  Total CARQUEST AUTO PARTS:  CBE GROUP INC  33122 GARNISHMENT - WG2108102 03/31/2022  Total CBE GROUP INC:  CITY OF CODY  040522 RESTITUTION FROM CARL NELSON MC-2202- 04/05/2022 018  Total CITY OF CODY:  CODY INVESTMENTS PROPERTIES:  COPENHAVER KATH KITCHEN KOLPITCKE LLC 33122 Legal Services 04/04/2022	5,200.82	.00
BLACK HILLS ENERGY	5,200.82	.00
### BLACK HILLS ENERGY   04072022	797.69	.00
### BLACK HILLS ENERGY	191.93	.00
Total BLACK HILLS GAS HOLDINGS, LLC:  CARQUEST AUTO PARTS  2874-ID-44746 Hydraulic Fittings C08 03/17/2022  Total CARQUEST AUTO PARTS:  CBE GROUP INC  33122 GARNISHMENT - WG2108102 03/31/2022  Total CBE GROUP INC:  CITY OF CODY  040522 RESTITUTION FROM CARL NELSON MC-2202- 04/05/2022 018  Total CITY OF CODY:  CODY INVESTMENTS PROPERTIES  14.7510.48 REFUND CREDIT BALANCE 04/04/2022  Total CODY INVESTMENTS PROPERTIES:  COPENHAVER KATH KITCHEN KOLPITCKE LLC  33122 Legal Services 04/04/2022	1,134.83	.00
2874-ID-44746 Hydraulic Fittings C08 03/17/2022  Total CARQUEST AUTO PARTS:  CBE GROUP INC  33122 GARNISHMENT - WG2108102 03/31/2022  Total CBE GROUP INC:  CITY OF CODY  040522 RESTITUTION FROM CARL NELSON MC-2202- 018  Total CITY OF CODY:  CODY INVESTMENTS PROPERTIES:  14.7510.48 REFUND CREDIT BALANCE 04/04/2022  Total CODY INVESTMENTS PROPERTIES:  COPENHAVER KATH KITCHEN KOLPITCKE LLC  33122 Legal Services 04/04/2022	752.90	.00
2874-ID-44746 Hydraulic Fittings C08 03/17/2022  Total CARQUEST AUTO PARTS:  CBE GROUP INC  33122 GARNISHMENT - WG2108102 03/31/2022  Total CBE GROUP INC:  CITY OF CODY  040522 RESTITUTION FROM CARL NELSON MC-2202- 018  Total CITY OF CODY:  CODY INVESTMENTS PROPERTIES  14.7510.48 REFUND CREDIT BALANCE 04/04/2022  Total CODY INVESTMENTS PROPERTIES:  COPENHAVER KATH KITCHEN KOLPITCKE LLC  33122 Legal Services 04/04/2022	18,925.65	.00
### CODY INVESTMENTS PROPERTIES:  #### CODY INVESTM	15.04	15.04
33122 GARNISHMENT - WG2108102 03/31/2022  Total CBE GROUP INC:  CITY OF CODY  040522 RESTITUTION FROM CARL NELSON MC-2202- 04/05/2022 018  Total CITY OF CODY:  CODY INVESTMENTS PROPERTIES  14.7510.48 REFUND CREDIT BALANCE 04/04/2022  Total CODY INVESTMENTS PROPERTIES:  COPENHAVER KATH KITCHEN KOLPITCKE LLC  33122 Legal Services 04/04/2022	15.04	15.04
Total CBE GROUP INC:  O40522 RESTITUTION FROM CARL NELSON MC-2202- 018  Total CITY OF CODY:  CODY INVESTMENTS PROPERTIES  14.7510.48 REFUND CREDIT BALANCE  O4/04/2022  Total CODY INVESTMENTS PROPERTIES:  COPENHAVER KATH KITCHEN KOLPITCKE LLC  33122 Legal Services 04/04/2022		
### Total CITY OF CODY    Total CITY OF CODY:	181.43	181.43
O40522   RESTITUTION FROM CARL NELSON MC-2202- 04/05/2022	181.43	181.43
Total CODY INVESTMENTS PROPERTIES:  Total CODY INVESTMENTS PROPERTIES:  COPENHAVER KATH KITCHEN KOLPITCKE LLC  33122	659.75	659.75
14.7510.48 REFUND CREDIT BALANCE 04/04/2022  Total CODY INVESTMENTS PROPERTIES:  COPENHAVER KATH KITCHEN KOLPITCKE LLC  33122 Legal Services 04/04/2022	659.75	659.75
Total CODY INVESTMENTS PROPERTIES:  COPENHAVER KATH KITCHEN KOLPITCKE LLC  33122		
COPENHAVER KATH KITCHEN KOLPITCKE LLC  33122	12.88	12.88
33122       Legal Services       04/04/2022	12.88	12.88
33122       Legal Services       04/04/2022		
33122       Legal Services       04/04/2022         33122       Legal Services       04/04/2022         33122       Legal Services       04/04/2022         33122       Legal Services       04/04/2022	2,987.98	2,987.98
33122       Legal Services       04/04/2022         33122       Legal Services       04/04/2022         33122       Legal Services       04/04/2022         ———————————————————————————————————	304.90	304.90
33122 Legal Services 04/04/2022 33122 Legal Services 04/04/2022	670.77	670.77
33122 Legal Services 04/04/2022	670.77	670.77
	731.75	731.75
Total COPENHAVER KATH KITCHEN KOLPITCKE LLC:	731.75	731.75
	6,097.92	6,097.92
CUSTOM DELIVERY SERVICE INC FED X G 240 SHIPPING 03/07/2022	14.47	14.47

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Secondary Name Invoice Number Description Invoice Date Net Invoice Amount **Amount Paid** Total CUSTOM DELIVERY SERVICE INC: 14.47 14.47 **CUSTOM GARAGE DOOR LLC** GARAGE DOOR OPENER 5409 03/27/2022 1,090.00 1,090.00 Total CUSTOM GARAGE DOOR LLC: 1,090.00 1 090 00 DANA KEPNER COMPANY METER REGISTERS 03/24/2022 2233148-01 6.000.00 6.000.00 Total DANA KEPNER COMPANY: 6,000.00 6,000.00 EASTMAN, RINDA 033122 PERSONAL TRAINER - REC CENTER 03/31/2022 139.65 139.65 040122 PERSONAL TRAINER - REC CENTER 04/01/2022 316.57 316.57 Total EASTMAN, RINDA: 456.22 456.22 **ENERGY LABORATORIES, INC DEPARTMENT 6250** 461124 **COLIFORM TESTING** 03/23/2022 160.00 160.00 **DEPARTMENT 6250** 461442 **COLIFORM TESTING** 03/23/2022 160.00 160.00 Total ENERGY LABORATORIES, INC: 320.00 320.00 FOUTZ, SUZZETTE REFUND CREDIT BALANCE 20.0290.15 04/04/2022 112.30 112.30 Total FOUTZ, SUZZETTE: 112.30 112.30 FRANDSEN, TRENTON REFUND CREDIT BALANCE 12.0570.16 04/04/2022 159.96 159.96 Total FRANDSEN, TRENTON: 159.96 159.96 FREDERICK, LAUREL 040622 RESTITUTION FROM DEBRA HODSON MC-1706-04/06/2022 98.41 98.41 Total FREDERICK, LAUREL: 98.41 98.41 **FUEGER, DANIELLE** 37548686 **REC CENTER REFUND** 04/12/2022 81.00 81.00 Total FUEGER, DANIELLE: 81.00 81.00 **GROATHOUSE CONSTRUCTION** 040522 REFUND TERMINATED ACCOUNT 04/05/2022 132 82 132 82 Total GROATHOUSE CONSTRUCTION: 132.82 132 82 HARRIS TRUCKING AND CONSTRUCTION CO PARK COUNTY READY MIX 115618 CEMENT SAND SLURRY 29TH ST 03/25/2022 159.05 159.05 Total HARRIS TRUCKING AND CONSTRUCTION CO: 159.05 159.05 HARRISON, TIMOTHY BRUCE **BLUE ASPEN ENTERPRISES LLC** 220003 REPAIRS TO LOCKER ROOM 04/05/2022 112.50 112.50 **BLUE ASPEN ENTERPRISES LLC** REPAIRS TO LOCKER ROOM/RACQUETBALL 220003

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		COURT	04/05/2022	187.50	187.50
BLUE ASPEN ENTERPRISES LLC	220003	REPAIRS TO CITY HALL HVAC	04/05/2022	300.00	300.00
Total HARRISON, TIMOTHY BRUC	E:			600.00	600.00
HUDDLER, LYNN	3.2710.34	REFUND UTILITY DEPOSIT	03/31/2022	362.52	362.52
Total HUDDLER, LYNN:	3.27 10.34	NEI OND OTHERT DEI OOH	03/3 1/2022	362.52	362.52
Total HODDLER, LTNN.					302.32
JONES, AMY	4622	PERSONAL TRAINER - REC CENTER	04/06/2022	833.36	833.36
Total JONES, AMY:				833.36	833.36
KEN GARFF CHEYENNE					
	040522	BID BOND RETURN 2022-02	04/05/2022	2,445.00	2,445.00
Total KEN GARFF CHEYENNE:				2,445.00	2,445.00
KITCHEN, SCOTT	3312022	MILEAGE REIMBURSEMENT	03/31/2022	46.62	46.62
Total KITCHEN, SCOTT:	0012022	WIEL OF TEIMBOTOLINETT	00/01/2022	46.62	46.62
MSPS MOUNTAIN STATES PIPE & SUPPLY	INV22199	3/4" METERS	04/04/2022	14,108.19	14,108.19
MOUNTAIN STATES PIPE & SUPPLY	INV22217	72 100W ITRONS	04/05/2022	6,406.72	6,406.72
Total MSPS:				20,514.91	20,514.91
NCPERS GROUP LIFE INS C/O MEMBER BENEFITS	4522	PREMIUM	04/05/2022	432.00	432.00
Total NCPERS GROUP LIFE INS:				432.00	432.00
NUEL GEN. AL IOLA					
NIELSEN, ALICIA	37525342	REC CENTER REFUND	04/11/2022	545.00	545.00
Total NIELSEN, ALICIA:				545.00	545.00
NORCO, INC.					
	34607331	BOTTLE RENTAL	03/31/2022	40.92	40.92
Total NORCO, INC.:				40.92	40.92
NORTHWEST PIPE					
	7641819 7677944	15" ELBOW  VALVE & RISER FOR MTN VIEW PROJECT	03/10/2022 02/14/2022	957.32 2,544.26	957.32
	7703208	WEST AVE RAW WATER MATERIALS	04/05/2022	45,691.19	2,544.26 45,691.19
Total NORTHWEST PIPE:				49,192.77	49,192.77
ONE-CALL OF WYOMING					
	62828	ONE-CALL FEES - MARCH 2022	04/08/2022	22.13	22.13
	62828	ONE-CALL FEES - MARCH 2022	04/08/2022	22.13	22.13
	62828	ONE-CALL FEES - MARCH 2022	04/08/2022	22.13	22.13
	62828	ONE-CALL FEES - MARCH 2022	04/08/2022	22.11	22.11

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Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total ONE-CALL OF WYOMING:				88.50	88.50
PARK COUNTY					
	7240	LEC CONTRACT - DISPATCH	04/01/2022	223.56	223.56
	7240	LEC CONTRACT - DISPATCH	04/01/2022	3,800.53	3,800.53
	7240	LEC CONTRACT - DISPATCH	04/01/2022	670.68	670.68
	7240	LEC CONTRACT - DISPATCH	04/01/2022	17,661.27	17,661.27
	7240	LEC CONTRACT - CAPITOL EQUIPMENT	04/01/2022	4,520.00	4,520.00
	7240	LEC CONTRACT - MAINTENANCE	04/01/2022	1,807.46	1,807.46
	7240	LEC CONTRACT - CONSOLE	04/01/2022	39.15	39.15
	7240	LEC CONTRACT - CONSOLE	04/01/2022	665.61	665.61
	7240 7240	LEC CONTRACT - CONSOLE	04/01/2022	117.46	117.46
	7240	LEC CONTRACT - CONSOLE	04/01/2022	3,093.14	3,093.14
	7240	LEC CONTRACT - UTILITIES	04/01/2022	1,450.59	1,450.59
	7240	ADJ FOR INITIAL NETWORK SEGRAGATION CHANGES	04/01/2022	204.52-	204.52-
	7240	ANTI VIRUS CLIENT CREDIT	04/01/2022	34.79-	34.79-
Total PARK COUNTY:				33,810.14	33,810.14
ARK COUNTY ANIMAL SHELTER	40400	ANIMAL CERVICE CONTRACT APPLI 0000	04/04/0004	4.400.07	4.400.07
	40122	ANIMAL SERVICE CONTRACT - APRIL 2022	04/01/2021	4,166.67	4,166.67
Total PARK COUNTY ANIMAL SH	ELTER:			4,166.67	4,166.67
ARK DISTRICT COURT	33122	GARNISHMENT Civil #29877	03/31/2022	196.97	196.97
T-4-I DADK DICTRICT COURT:	33122	OAKINIOTIWEINT CIVII #29077	00/31/2022		
Total PARK DISTRICT COURT:				196.97	196.97
ONDEROSA BOTTLING CO	17.2365.15	REFUND UTILITY DEPOSIT	03/21/2022	439.94	439.94
Total PONDEROSA BOTTLING CO	):			439.94	439.94
PROVIDENT LIFE & ACCIDENT INS	4522	PREMIUMS	04/05/2022	23.40	23.40
Total PROVIDENT LIFE & ACCIDE	ENT INS :			23.40	23.40
ABER PEST CONTROLL LLC					
	E149	PEST CONTROL - ELECTRIC	04/01/2022	80.00	80.00
	P161	PEST CONTROL - PUBLIC WORKS SH	04/01/2022	50.00	50.00
	P161	PEST CONTROL - PUBLIC WORKS SH	04/01/2022	25.00	25.00
	P161	PEST CONTROL - PUBLIC WORKS SH	04/01/2022	25.00	25.00
Total SABER PEST CONTROLL L	LC:			180.00	180.00
SAUNDERS, ALEC					
	3312022	MILEAGE REIMBURSEMENT	03/31/2022	25.33	25.33
				25.33	25.33
Total SAUNDERS, ALEC:					
Total SAUNDERS, ALEC:	6673	STUMP REMOVAL	03/31/2022	500.00	500.00
	6673	STUMP REMOVAL	03/31/2022	500.00	500.00

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Secondary Name Invoice Number Description Invoice Date Net Invoice Amount **Amount Paid** Total UNUM LIFE INSURANCE - LIFE: 951.56 951.56 VAN AUKEN, TRUTH 040122 PERSONAL TRAINER 04/01/2022 106.40 106.40 Total VAN AUKEN, TRUTH: 106 40 106 40 WESCO DISTRIBUTION CORP WESCO/KVA/MODERN WHOLESALE BUSHING COVERS 03/23/2022 796694 556 50 556.50 Total WESCO DISTRIBUTION CORP: 556.50 556.50 WEST PARK HOSPITAL DBA CODY REGIONAL HEALTH A05594395 DUI BLOOD DRAW CASE 22-151 03/05/2022 250.00 250.00 DBA CODY REGIONAL HEALTH A05613419 DUI BLOOD DRAW CASE 22-199 03/19/2022 250.00 250.00 Total WEST PARK HOSPITAL: 500.00 500.00 WESTERN UNITED ELECTRIC SUPPLY 6055748 **TEST SWITCHES** 03/23/2022 1,138.43 1,138.43 6056045 FIBERGLASS CROSSARMS REPLACEMENTS 03/28/2022 2,950.00 2,950.00 6056291 **TESTING LABELS** 03/30/2022 67.26 67.26 Total WESTERN UNITED ELECTRIC SUPPLY: 4,155.69 4,155.69 WYOMING ASSOCIATION OF MUNICIPALITIES 17047 WAM REGISTRATION 04/08/2022 90.00 90.00 17047 WAM REGISTRATION 04/08/2022 150.00 150.00 17047 WAM REGISTRATION 04/08/2022 240.00 240.00 Total WYOMING ASSOCIATION OF MUNICIPALITIES: 480.00 480.00 WYOMING DEPARTMENT OF WORKFORCE SERVICES WORKERS COMPENSATION DIV 4522 CONTRIBUTIONS 04/05/2022 13,360.93 13,360.93 WORKERS COMPENSATION DIV PD VOLUNTEERS 04/05/2022 4522 11.61 11.61 WORKERS COMPENSATION DIV 4522 **REC VOLUNTEERS** 04/05/2022 5.80 5.80 Total WYOMING DEPARTMENT OF WORKFORCE SERVICES: 13,378.34 13,378.34 WYOMING HEALTH FAIRS B0032053 BLOOD DRAW 03/14/2022 45 00 45 00 B0032053 BLOOD DRAW 03/14/2022 225.00 225.00 B0032496 **BLOOD DRAW** 04/02/2022 45.00 45.00 B0032496 **BLOOD DRAW** 04/02/2022 45.00 45.00 Total WYOMING HEALTH FAIRS: 360.00 360.00 WYOMING MUNICIPAL POWER AGENCY 202203-1 **DEMAND PURCHASE - MAR 2022** 04/01/2022 346,799.25 346.799.25 POWER PURCHASE - MAR 2022 04/01/2022 318,087.54 318,087.54 202203-1 Total WYOMING MUNICIPAL POWER AGENCY: 664 886 79 664.886.79 WYOMING RETIREMENT SYSTEM 222129 **CONTRIBUTIONS -**04/05/2022 28,179.44 28,179.44 222130 **CONTRIBUTIONS -**04/05/2022 47,989.31 47,989.31 222131 **CONTRIBUTIONS -**04/05/2022 50,444.74 50,444.74

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Total WYOMING RETIREMEN	IT SYSTEM:			126,613.49	126,613.49
ARO INC					
	IC0454432	EVAULT CLOUD DATA STORAGE	03/29/2022	28.24	28.24
	IC0454432	EVAULT CLOUD DATA STORAGE	03/29/2022	282.40	282.40
	IC0454432	EVAULT CLOUD DATA STORAGE	03/29/2022	9.41	9.41
	IC0454432	EVAULT CLOUD DATA STORAGE	03/29/2022	28.24	28.24
	IC0454432	EVAULT CLOUD DATA STORAGE	03/29/2022	56.48	56.48
	IC0454432	EVAULT CLOUD DATA STORAGE	03/29/2022	37.65	37.65
	IC0454432	EVAULT CLOUD DATA STORAGE	03/29/2022	367.12	367.12
	IC0454432	EVAULT CLOUD DATA STORAGE	03/29/2022	47.07	47.07
	IC0454432	EVAULT CLOUD DATA STORAGE	03/29/2022	28.24	28.24
	IC0454432	EVAULT CLOUD DATA STORAGE	03/29/2022	28.24	28.24
	IC0454432	EVAULT CLOUD DATA STORAGE	03/29/2022	28.25	28.25
Total ZIVARO INC:				941.34	941.34
Grand Totals:				1,109,706.85	1,090,781.20
			Payroll 4/10/22	255,158.25	
			Total	1,364,865.10	

#### Report Criteria:

Detail report.

Invoices with totals above \$0 included.
Paid and unpaid invoices included.
Invoice Detail.Input date = 04/12/2022
Invoice.Batch = {NOT LIKE} "1"

# **Wyoming Cultural Trust Fund Grant Application**

# ALL APPLICANTS MUST COMPLETE THE FOLLOWING INFORMATION:

(This application may be reproduced on any word processor; please use 12-point font and an easy-to-read type style. The Financial Information pages may be replicated (exactly as presented) in Excel, or similar program, if the format remains consistent. Margins on all pages should be at least 1" on all sides.)

Full Legal Name of Applicant OrganizationCity	of Cody
Market of Trade Name (DBA) Cody Public Arts	Committee
Maning Address FO Box 2200	
City Cody County Park	7IP 92414
r none30/-32/-/511	
E-mail Addressgrants@cityofcody.com	
Website https://www.cityofcody-wy.gov/375/Public-	Art-Committee
Employer ID Number836000052	
Employer ID Number836000052Organizational State Legislative District: House #2	24 Name Sandy Newsome
Senate #	18 Name Tim Franch
Auministrator/Director/Board President Diane Ral	lard Title: City Council Manub
Contact rerson/Project Director Steve Schrepferma	n Title: Committee Member
WOLK FRORE 30/-899-6693 Home Phone	307_900 6602
E-mail Address schrepferman@yen.com	
Diane Ballard	
Work Phone307-272-8744	
Project TitleCody Mural Project 2022	
Project Start Date 7/1/2022 Project En	nd Data 6/20/2022
Summary Project Description: (In space allocated only	v)
To enrich the Cody community through public murals.	We sook sood money to law 1
initial mural/s to be completed by June 30, 2023. Our	intention is to grow intention is
support for additional murals. Our goal is to complete	3-5 murals over 3-5 years
g	o mulais over 5-5 years.
Tetal D. C. C. C. C.	
Total Project Cost (all cash and in-kind)	\$ 50,580
Total WCTF Grant Requested	\$ 22,440
Two separate individuals must sign the application.	
Dien Ballard	2/20/2022
Signature of Administrator/Director/Board President	3/30/2022 Date
12-11	Date
The XIGHT	3/30/2022
Signature of Contact Person/Project Director	Date

# ALL APPLICANTS MUST COMPLETE THE FOLLOWING:

In a narrative of no more than **three** pages in length, respond to the following questions. Please use the bold title as a header for your response.

## 1. Description of Organization:

In February 2019, the City of Cody established the Cody Public Arts Committee to advise and assist the City of Cody in identifying, selecting, and acquiring artwork to exhibit in public places within the City of Cody. The committee was selected by the City and began work to establish its operations and goals. The mission of the Cody Public Arts Committee is "to enrich the Cody community through public art". Its major programs and services include identifying, selecting, and acquiring public artwork for Cody. Its audience serves the residents of Cody and all its visitors.

# 2. Brief Project/Event/Activity Description:

The Cody Mural Project 2022 is a public mural project with the goal of completing 3-5 public murals over the next 3-5 years. To date we have confirmed 2 locations: the By Western Hands south wall and The Local's south wall). We are discussing several additional options, which would allow artists to select the best size and placement for their proposals, and will allow the CPAC to determine which location best fits the preferences of the public and will provide the best return on investment, keeping in mind public accessibility, traffic and attention, and upkeep/maintenance concerns. The Local building will be under renovation this summer so our attention is focused on the By Western Hands building as our first significant mural to encourage donations for the future. We seek "seed money" in this grant application to kick off this first mural. Once some funding is secure, we will launch a Request for Qualifications, review submissions with the City and building owners, and begin the design work to complete the mural for the By Western Hands building. Consideration will be given to local artists as well as non-local. We plan to announce a Request for Qualifications by July 1, 2022 with a submission deadline of August 1. The CPAC selection committee would finalize artist selection by mid-August so that artists would have time to solidify plans, make site visits and necessary measurements, and receive final approval by the public art committee by the end of September. Work on the murals could begin as the weather allows, ideally in the month of October but likely in the spring of 2023. This timeline will allow not only for the best weather for project completion, but would allow the public the best opportunity to engage with artists, observe their progress, and feel a sense of pride and ownership with the projects. A public survey was delivered with over 300 responses (mostly local, but several non-local participants) the majority of which made clear that they desired to see more murals around town.

One mural project has already kicked off, on the South wall of Mentock Park's public restrooms, adjacent to the City's Skate Park, picnic shelter, and in view of the playground and splash pad on the site. The artist, John Wells, has graciously agreed to donate his design and time to complete the mural, and Big Horn Paint has agreed to cover the costs of the paint for the project, which we believe demonstrates the community's interest and desire to see public art in commonly used areas. John Wells is an active skateboarder and has been successful in recruiting other "boarders" to assist in the mural wall preparation and the beginning of the painting. Involving other skateboarders creates ownership among them for the mural and reveals their interest and support. Winter weather interrupted the mural's completion which is now expected to resume with a date of completion in May.

The CPAC keeps a small amount of donated funds on-hand for public art maintenance and insurance, the rate for which is generously reduced through the City's insurance. Funds for this project will need to be raised in order to match the amount requested, with additional funds provided through in-kind donations with requested partnership from the building's owners, who may agree to cover power-washing and prep work (filling cracks, stabilizing and sanding exterior).

#### 3. Marketing:

We strive to update our Facebook page and website regularly, including documenting progress on murals as the artists work. These social media sites, printed materials, and our mailed donation campaign will credit the WCTF, as will any publicity including newspaper articles and potential interviews with the CPAC members. The spring completion of the skateboard park mural and our current work to print vinyl covers for traffic boxes will provide advertising opportunities to stimulate interest and support for the larger murals. We intend to work with the Cody Enterprise to create an article about public art,

specifically murals, to show residents the positive impact they can have on a community.

#### 4. Project Resources:

The Cody Public Arts Committee is a volunteer committee with no salaried staff. We are funding our projects through private donations and grants. Fund drives will be held after the opening ceremonies at the City's Skate Park and By Western Hands with intent to fund future projects stimulated by the quality of these murals. Grant applications will be submitted on an on-going basis as projects develop and sites confirmed (WAC, Mainstreet,etc.).

# 5. Relationship to Organizational Strategic Planning:

Strategically, CPAC will enrich the Cody community through the creation and placement of public art. The Cody Mural Project specifically has set goals to complete 3-5 murals over the next 3-5 years. As a volunteer committee operation expenses are minimal. Funding will be secured prior to initiation of projects. This project was approved by the board in advance of grant applications and donation requests.

#### 6. Accessibility:

As a project that creates public murals within the public spaces of Cody there is physical access for all. The murals will be located on walls of buildings open to street and alley viewing with ready parking and easy access. Thought has been given to placement with proximity to other public resources, such as locations near main street, at commonly used and popular parks, like Mentock Park, and at near cultural resources like By Western Hands. These proposed locations capitalize on existing infrastructure and traffic.

Cody's first mural project kicked off with a bang, over twenty people attended the first day of work at the Mentock Park mural, where the artist was readily available for questions and the community was invited to attend and participate in the priming and prep work free of charge. The Cody Mural Project has put public engagement front and center by responding directly to the public survey results. Public Engagement will continue throughout each project's process, with selected artists asked to welcome public questions, and whenever possible present at public programs or provide walking tours to further enrich the community's understanding and experience of the project.

#### 7. Evaluation:

Photos and videos taken during the kickoff event at the Mentock Park Mural demonstrate CPAC's desire to record and document the projects. The group feels that public engagement is extremely important, and so video tours, presentations, programs, or walking tours will be taken down and delivered to the public via the CPAC website and archived at the City. After the completion of each mural, we will request surveys from the public and donors in an effort to gather feedback as we continue to pursue and add to the public art collection.

# Required Supplemental Material:

- 8. Resumés/Vitas: Provide seven copies of resumés/vitas of key personnel. Please keep resumés/vitas to no more than two pages per key person. Key personnel include organizational members responsible for the project, along with primary artists, humanists, scholars, consultants, etc.
- 9. **Partnerships:** Provide eight copies of **three letters** of support from local community organizations, agencies or individuals. Letters of support must be written specifically for this project application and must demonstrate community support, not a generic letter of support to an organization.
- 10. Support Material: To demonstrate quality or excellence:
  - A. If support material is in a paper form and can be readily photocopied, please include support material in all eight copies.
  - **B.** If support material is in a form of oversized drawings/renderings, is bound (as in a book), or is a CD/DVD/Flash Drive, please provide one copy.
  - Please understand that all support material will be reviewed only upon the request of the review agencies or Cultural Trust Fund Board members and not all material may be reviewed.

# ALL APPLICANTS MUST COMPLETE THE FOLLOWING:

# Financial Information Cash Expenses and In-Kind Expenses (donations):

\*\*All WCTF grants must be matched with cash and/or in-kind donations, within the grant period. You must demonstrate how and where WCTF funds and Applicant Raised Cash funds and/or In-Kind donations are to be used. Anything for which you will pay must be in the "cash" columns; in-kind is for donated goods and services. Be sure to itemize your budget thoroughly. You must break down individual costs within each category as precisely as you can. This form is editable and you can add lines as necessary.

		WCTF Cash	Applicant Cash	In-Kind
Organizational Personnel List position project	% of FTE* time involved in			
Existing staff solaries do not qualify as match.				
	Subtotal	\$	\$	s
Outside Fees and Services (This may include artist fees, ho or other outside expertise requiration List position project	onorariums, architectural services, red to complete project) % of FTE* time involved in			
Artist fee: \$35 sq/ft x 84 x 12	12%	\$17,640	\$17,640	
	Subtotal	\$17,640	\$17,640	
state)	administrative or board travel; pert/consultant travel to/from the			
Artist Travel		\$500	\$500	
Artist per diem: lodging + meal	S	\$2,000	\$2,000	\$3,500
	Subtotal	2,500	2,500	3,500
Marketing/Promotion Printing, Advertising, postage a expenses)	nd other appropriate marketing			
Printing: brochure, donation lett	ter/envelope	\$500	\$500	·
Advertising: display ad, faceboo	ok ad	\$500	\$500	
ostage: I bulk mailing		\$100	\$100	
	Subtotal	1,100	1,100	\$
Space Rental/Renovation/Rest May include performance or ex dministrative space rental, or be estoration or rehabilitation of a	hibition space rental.			
			1	

Total for Cash Expenses and In-Kind Donations	22,440	22,440	6,900
Subtotal			\$2,200
Volunteer Committee 11 members			\$2,200
Organizational Operating Expenses (General operating expenses of the organization)			
Subtotal	1,200	1,200	1,200
Scaffolding/lift rental	\$1,000	\$1,000	\$1,000

# Financial Information Cash Resources

# For applications providing cash matches, please complete the following:

#### Cash Match

List cash match funding source(s) and amount. Provide status and date the funds were approved or the date that funds are expected to be approved.

Cash Match may be generated by Earned Income, Corporate/Foundation Gifts or Grants, Government Grants/Loans, or Applicant Cash (such as funds from General Budget or Savings).

Cash Match Source Status Date of Approval (approved/pending)	Cash Amount
Earned Income: private donations 6/2023	\$10,000
Corporate/Foundation Grants 6/2023	\$3,000
Government Grants 5/2023	\$6,440
Business Sponsors	\$3,000
	\$
	\$
	\$
	\$
	\$
	s
	\$
Total Cash Match	22,440

WCTF Grant Request	\$22,440
**Total Cash Match and WCTF Request	\$44,880

\*\*Total Cash Match and WCTF Request must equal combined total of WCTF & Applicant Cash Expenses on previous page.

In-Kind Match is demonstrated on the Expense page.

Volunteer Hours are part of your in-kind donations and you need to include their dollar value on personnel lines on the Expense page.

Use the follov	ving form	ula to estimate	the value of t	the volunteer h	ours
Total Hours _	_110	_x \$_20	per hour = 9		

For the \$ per hour figure, estimate what the job would cost per hour if you had to hire someone to do it. For example, an usher or a ticket taker might be paid minimum wage, while an accountant keeping the books for your project would be paid more.

\*FTE - Full Time Equivalent (2080 hours per year)

## Kristin Bonk Fong 3107 Twin Creek Trail Ave., Cody, WY 82414 847-846-8300 kristinbonk@gmail.com

As adaptable and friendly as they come, I am an economic development professional whose approach to community engagement stems from a desire to improve and celebrate my surroundings. My background in nonprofit management and personal interests in the arts and outdoor recreation inform my inclusive and collaborative leadership style.

#### Education

M.A., Art History with a concentration in Museum Studies, University of Denver, June, 2008 B.A., with Honors, Art History, University of Iowa, May 2005

B.A., International Studies, Emphasis on Art and Global Change, University of Iowa, May 2005 Semester Abroad, John Cabot University, Rome, Italy, 2004

Registered Yoga Teacher in vinyasa, restorative, and yoga nidra styles

#### **Professional Experience**

Northwest Regional Director, Wyoming Business Council July 2021-present

Serves as the primary contact and liaison between the Wyoming Business Council (WBC) and local communities within Big Horn, Hot Springs, Park, and Washakie Counties. Provides business lead development, retention and expansion services, promotes WBC programs and provides business and community development consultation services. Develop and maintain relationships with local economic and community development professionals, and city/town/county officials involved in economic and community development. Support local economic and community development initiatives and encourage a comprehensive approach to economic and community development. Support the WBC business lead process and provide support to local economic development organizations and entities responding to leads. Consult with economic development organizations on best practices for developing local leads. Help entrepreneurs and business and industry representatives understand and access WBC programs and resources, and provide referrals to appropriate partners. Monitor business environment, economic trends and regulatory environment to respond to opportunities and problems. Maintain business, contact and service information in WBC specified programs for organization-wide access.

Office Manager, Adidas, Yeezy August 2020-July 2021

Facilitate the production and development of Yeezy samples and assist in the design review and approval process. Sort and house sample lab materials and shoe components, archive and re-order as needed. Manage projects including ongoing construction, renovation, and facility improvements. Track and maintain expenses, budgets, and initiate cost reduction programs. Liaise with vendors, landlords, and staff and oversee facility maintenance. Manage security staff, establish operating procedures in compliance with corporate headquarters. Recommended to Manager Development Experience, internal training on inclusive leadership, growth mindset, and management best practices.

Executive Director and Chief Executive Officer, By Western Hands January 2019-May 2020

Worked with and reported to a volunteer Board of Directors to set the tone and vision for the organization, set

policy, instituted process and procedures, and authored updated bylaws according to the start-up nonprofit's mission and changing goals. Responsible for sustaining operational responsibility for staff, educational outreach programs, membership expansion, and the execution of the mission, advancement, and strategic goals. Managed and oversaw fundraising, legacy artisan, staff, and volunteer recruitment and relations. Developed and managed business partnerships, planned for institutional advancement, oversaw sales and marketing. Served as the organization's signatory, reviewed and established budgets, and managed accounting processes and legal requirements. Grew social media and newsletter followers 200% by increasing marketing outreach and hosting community events. Increased internship enrollment from zero to three by liaising with artisans, volunteers, and Northwest College partners and stakeholders.

Deputy Director & Museum Educator, American Museum of Western Art—The Anschutz Collection November 2013-March 2019

Planned with and reported to the Director and Board on all museum activities and operations. Managed day-to-day museum operations and supervised AMWA staff. Oversaw and facilitated adult and student interpretation initiatives, including founding a school tour program with growth in student visits from 40 to over 3,000 annually. Responsible for visitor services and recruited, trained, and supervised volunteers and docents. Actively pursued collaborations, marketing opportunities, and partnerships with related organizations, educational resources, and community contacts for innovative adult programs, school and teacher workshops, and research including outreach, creative aging, and sensory friendly programs. Provided teacher professional development trainings, and presented at professional conferences. Reviewed and approved object loans, and image rights and reproduction requests · Expense and budget planning and approval. Spokesperson for Museum special events, media and interview requests, scholarly research, and private tours. Tracked attendance data, and compiled data reports and statistics for all events and programs · Direct liaison to primary donor family and related foundation boards and staff

## **Additional Professional Experience**

Art Specialist, Cody Chamber of Commerce Buffalo Bill Art Show & Sale, June 2020-August 2020 · Curatorial/Executive Assistant, Painting and Sculpture, Denver Art Museum, April 2010- November 2013 Adjunct Faculty in Art History, Rocky Mountain College of Art and Design, August 2011- December 2013 Design Council Coordinator & Fundraiser, Architecture, Design, & Graphics, Denver Art Museum, July 2009-March 2010

# **Community & Volunteer Involvement**

Volunteer Board Member & Foster, Park County Animal Shelter, October 2020-present
Cody Public Art Committee, November 2021-present
Buffalo Bill Center of the West's Patron's Ball Committee, June 2020-May 2020
Cody Culture Club Committee, October 2019- August 2020
Cody Community Events Committee, American March 2019- March 2020
Rendezvous Royale Committee, March 2019- May 2020
Co-Chair of Museum Educators' Roundtable Colorado Chapter, Summer 2017-December 2018
Mentor youth in Aurora Public Schools' Digital Badging Program, 2016-December 2018
Volunteered with Colorado Department of Education committee to advocate for and prepare elementary primary source lesson plan sets, 2014-17: www.cde.state.co.us/cosocialstudies/pssets
Volunteer foster, PawsCo, Denver, CO www.pawsco.org
Juror for printmaking, sculpture, and ceramics, Denver County Fair, Summer 2011
Volunteer with Denver Art Students League, Summer 2010

### **Diane Ballard**

140 Buena Vista Ave, Cody, WY 82414 Cell: 307-272-8744 : dkayballard@gmail.com

#### **Career Focus**

Nearly thirty years of experience in marketing, facilitation and project management; working with special events, non-profit organizations, private business and the prevention field.

#### **Summary of Skills**

0			
<ul> <li>Creative of</li> </ul>	lesign	•	Group facilitation
<ul> <li>Media ma</li> </ul>	nagement	•	Event management
<ul> <li>Project m</li> </ul>	anagement		Strategic partnerships
			Cualogic partite strips

#### **Accomplishments**

Facilitated the work of many coalitions and task groups to successfully accomplish a variety of community initiatives.

Prepared a comprehensive school prevention plan with input gathered from 65 staff members and community agencies involved in student wellness.

Designed and implemented several media campaigns targeted to young adults, parents, school staff and teens aimed at reducing youth substance abuse.

Prepared catalogs, brochures and other printed materials for art events, art galleries and several organizations.

Managed a half-million dollar art show and sale fundraiser for a non-profit organization.

Conduct bookkeeping and office management tasks for a small paint contracting business.

## **Professional Experience**

# Media Specialist / Project Manager

October 2009 to Present

Cody Regional Health Prevention & Wellness - Cody, Wyoming

## Sales Person / Media Consultant

January 2006 to September 2016

Simpson Gallagher Gallery - Cody, Wyoming

#### Office Manager

January 2005 to Present **Ballard Painting** – Cody, Wyoming

Buffalo Bill Art Show Director / Membership Director May 1988 to December 2004 Cody Country Chamber of Commerce – Cody, Wyoming

Education

Pennsylvania State University 1987 State College, Pennsylvania, USA BS, Marketing

# Steven L. Schrepferman

836 Canyon Avenue Cody, WY 82414

Phone (307) 899-6693 e-mail: schrepferman@vcn.com

EDUCATION

1972-1976

Lewis and Clark College Portland, OR

BA Art and History

1978-1980

State University of New York New Paltz, NY

MFA Ceramics

# **EMPLOYMENT**

# **VISUAL ARTS INSTRUCTION**

2003-2021: Adjunct Faculty of Art, Northwest College, Powell, WY

1998-2010: Ceramics Instructor, Cody Art League, Cody, WY

1981-1984: Pottery Instructor, City of Englewood, Englewood, CO

1981-1982: Ceramics Instructor, Arvada Center for the Arts and Humanities, Arvada, CO

## **ARTS ADMINISTRATION**

2003-present: Executive Director, Park County Arts Council, Cody, WY.

#### **VOLUNTEER**

2015-present: Board Member, Wyoming Arts Council: Served as Chair from 2018-2021

2019-present: Cody Public Arts Committee 2012-2018: Board Member, Arts Northwest

2008-2019: Co-President, Wyoming Arts Alliance:

1999-2003: Park County Arts Council: Vice President 1999-2000, President 2000-2003.

1998-2020: Cody Art League: Member of the Board of Directors.
1998-2003: Buffalo Bill Art Show and Sale: Committee Member

## **VISUAL ARTS**

1980-present: **Self-employed Ceramic Artist**.

#### **AWARDS:**

2014 "27th AMoA Competition, 3rd Place", Alexandria Museum of Art, LA.

2009 William Weiss Purchase Award, Buffalo Bill Historical Center, WY.

2001 Governors' Purchase Award, Wyoming State Museum Permanent Collection.

1998 Wyoming Arts Council Fellowship, Wyoming Arts Council.

1991 Creative Fellowship in the Visual Arts, Colorado Council for the Arts.

# Steven L. Schrepferman

# ONE MAN EXHIBITIONS:

- 2002 Western Wyoming Community College, Rock Springs, WY.
- 1997 Hibberd McGrath Gallery, Breckenridge, CO.
- 1999 Steamboat Springs Arts Center, Steamboat Springs, CO.
- 1996 Raven Fine Art, Cody, WY.
- 1990 Gallery 500, Elkins Park, PA.
- 1984 Everson Museum, Syracuse, NY.

# **SELECTED EXHIBITIONS:**

- 2019 "Faculty Exhibition", NW College Gallery, Powell, WY.
- 2018 "Clayfest", Art321, Casper, WY.
- 2014 "27th AMoA Competition". Alexandria Museum of Art, Alexandria, LA.
- 2010 Goodwin Fine Art, Denver, CO.
- 2006 South Dakota Art Museum, Brookings, SD.
- 2006 "From Scratch", Nicolaysen Museum, Casper, WY.
- 2004 Dahl Art Center, Rapid City, SD.
- 2002 Museum of Contemporary Art, Fort Collins, CO.
- 1999 University of WY Art Museum, Laramie, WY.
- 1993 Running Ridge Gallery, Santa Fe, NM.
- 1992 Clay and Fiber Gallery, Taos, NM.
- 1991 Joan Robey Gallery, Denver, CO.
- 1990 The Denver Art Museum, "Colorado 1990," Denver, CO.

  Museum of Fine Arts, "Southwest '90, A Fine Arts Competition," Santa Fe, NM.
- 1989 Joanne Lyon Gallery, "The Art of Craft," Aspen, CO.
- 1988 Missoula Museum of the Arts, "Clay West," Missoula, MT.
- 1987 Campbell Museum, "Fired With Enthusiasm," Campden, NJ.
- 1981 Foster/White Gallery, "Sculpture 1, 14 Artists", Seattle, WA. Hill's Gallery, "Sticks and Stones," Santa Fe, NM.

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> Board of Directors Hairis Haston Board Chair, Loopy Wyoming

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> Chase Revocios Ewald Author Tropicon CA

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Reports West CaC Litalo Bir Canter of the West Cody Wir

yor Rodgers interim CPO Perior on the West Cody, WY

> Terry Winchell Highling Boar Antiques,



March 29, 2022

Wyoming Cultural Trust Fund 2301 Central Avenue Cheyenne, WY 82002

RE: Wyoming Cultural Grant Due October 1, 2021

Dear Wyoming Cultural Trust Fund Board:

By Western Hands submits this letter in proud support of the grant application from the Cody Public Art Committee. The Cody Public Art Committee was "created to enrich the cultural and historical aesthetics of the community for both residents and the many tourists that travel to Cody." Their innovative grant application articulates the details of murals to be erected throughout Cody, increasing the availability and access of cultural activities for our community members and visitors. These murals will provide another genre in a community with a long and rich history of being *immersed in the arts*.

By Western Hands organized six years ago to sustain Western Functional Arts. It is the successor to the Western Design Conference and Cody High Style. The By Western Hands building, a block off the main street, Sheridan Avenue, has been designated as a terminus of one of these murals.

In the last year, By Western Hands completed through donor funds, a public plaza, known as Enterprise Plaza, which is contingent to the side of the building and location of the proposed mural. In 1901, Enterprise Plaza housed the original *Cody Enterprise* newspaper offices, founded by Col. William F. "Buffalo Bill" Cody. The rich

history of this site is captured and described on historical plaques within the Plaza. Considered a high-traffic location with access to one of two public parking areas immediately off Sheridan Avenue, the By Western Hands Building and Enterprise Plaza has become a focal point of Cody's history and future in Western functional art.

Thank you for considering the Cody Public Art Committee's grant application. Should you have any questions or need additional information, please do not hesitate to contact me at your earliest convenience,

Respectfully submitted,

Harris Haston

Chairman, By Western Hands

cc: Board of Directors, By Western Hands



# Cour Country Art League

Wyoming Cultural Trust Fund 2301 Central Ave., Cheyenne, WY 82002

April 1, 2022

Dear Cultural Trust Fund Board,

I am writing this letter in support of the Cody Public Arts Committee's Cody Mural Project 2022 application.

As director of the Cody Country Art League, I know there is enthusiastic support for the beautification of the Cody community. My membership also sees great potential in adding murals within our city.

We are excited to see work begin on the first significant mural and see this as a launch pad for additional mural projects.

We highly support the application to see this work begin. Murals are not currently a huge component of our city's visual character. Being able to add murals within Cody will further enhance and highlight the arts and creativity in this community and help us develop a more cultural identity.

With gratitude,

Rene' Huge Gallery Director

Cody Country Art League

Comment of the transfer of the grant of the open manifest property of the contract of the cont

March 30, 2022

Matt Hall, Mayor City of Cody PO Box 2200 Cody, WY 82414

Wyoming Cultural Trust Fund 2301 Central Ave. Barrett Building Cheyenne, WY 82002

Dear Cultural Trust Fund Board,

On behalf of the the Cody City Council, I am writing this letter of support for the Cody Public Arts Committee's Cody Mural Project 2022. After being elected as Mayor, I began to inquire among community residents and organizations regarding expanding Cody's public art. Finding overwhelming support for such an effort, I encouraged the City Council to form a public arts committee. In February 2019 the Cody Public Arts Committee was approved and a selection of committee members were appointed.

The committee immediately began their work and have successfully added 4 bronzes in various locations in town. The attendance at unveilings and on-line response has been incredibly positive. The committee conducted a survey inquiring what other public art projects were of interest to our residents. A surprising number of responses revealed great support for public art and indicated equal interest in public murals. The committee is now focusing on the mural project included in their application.

I highly support this project and from my involvement with the Cody community know that our residents are equally supportive. Cody is a strong arts community, home of the Buffalo Bill Center of the West, numerous art galleries and arts organizations. and a significant number of visual and performing artists reside here. Our economy thrives on tourism and expanding our public art builds an interesting and more attractive community. The Cody Mural Project 2022 will contribute to an aspect of public art that has room for development of benefit to our residents and economy.

Sincerely,

Matt Hall

## **RESOLUTION 2022-02**

# A RESOLUTION ADOPTING THE 2021 EDITION OF THE INTERNATIONAL PLUMBING CODE

#### WITNESSETH:

WHEREAS, 9-2-1 of the Cody City Code states that the City will adopt by resolution the provisions of the International Plumbing Code that are in the best interest of the City;

WHEREAS, the 2018 edition of the International Plumbing Code has been in effect in the City of Cody and the 2021 edition has been published, which 2021 edition has been reviewed and found to be reasonable and in the best interest of the City to adopt;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CODY that the 2021 Edition of the International Plumbing Code is hereby referred to and adopted as though set forth herein, and that the effective date for use within the City of Cody shall commence May 1, 2022.

PASSED, APPROVED AND ADOPTED THE 19 <sup>th</sup> DAY OF APRIL 2022
Matt Hall, Mayor
Attest:
Cynthia Baker, Administrative Services Officer

MEETING DATE: APRIL 19, 2022

DEPARTMENT: COMMUNITY DEVELOPMENT

PREPARED BY: TODD STOWELL

CITY ADM. APPROVAL:

PRESENTED BY: TODD STOWELL

## AGENDA ITEM SUMMARY REPORT

# Resolution 2022-03: A Resolution Adopting the 2021 International Residential Code, as Modified

## **ACTION**

Approve a resolution to adopt the 2021 International Residential Code, as modified.

#### **SUMMARY**

Presently, the City of Cody regulates the construction of one- and two-family dwellings, and townhouses in accordance with the 2018 International Residential Code, with modifications. The 2021 edition of the International Residential Code is now available. Section 9-2-1(C) of the city code specifies that the City will adopt by resolution the provisions of the International Residential Code that are in the best interest of the City.

The City Council has full authority to adopt, modify, or delete any provision of the International Residential Code (IRC) they desire. City staff has edited the 2021 version in accordance with edits to the 2018 version, current practices, conversations with subject matter experts, and review by the City's Contractors Board.

With the edits proposed, there is actually little difference between the 2021 version and the 1018 version that the City has been using. We continue to eliminate the fire sprinkler requirements, although fire sprinklers are still available as an alternative, and instead rely on fire-rated drywall to provide separation between areas that have historically required fire protection. The proposal continues to simplify, reduce, and delete some of the requirements related to energy efficiency (e.g. insulation requirements less than published version, no air infiltration testing, and no solar-ready requirements). A few of the more significant changes that would occur include adoption of specialized provisions for straw bale construction, a few changes to the nailing schedule, new footing dimensions and span lengths for deck construction, and new tables for metal-framed construction.

The full text of the 2021 edition of the International Residential Code can be found on this website: <a href="https://codes.iccsafe.org/content/IRC2021P2">https://codes.iccsafe.org/content/IRC2021P2</a>

#### **ALTERNATIVES**

- 1. Approve the resolution.
- 2. Deny the resolution (we would continue to operate under the 2018 edition, as modified).

#### **RECOMMENDATION:**

Approve a resolution to adopt the 2021 edition of the International Residential Code, as modified.

## **ATTACHMENTS:**

Resolution 2022-03

A	GEN	IDA	<b>ITEM</b>	NO.	
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#### **RESOLUTION 2022-03**

## A RESOLUTION ADOPTING THE 2021 INTERNATIONAL RESIDENTIAL CODE, AS MODIFIED

#### WITNESSETH:

WHEREAS, the State of Wyoming has granted the City of Cody local code enforcement and plan review authority for Building, Fire, Existing Building, Fuel Gas, Mechanical, and Electrical standards; and,

WHEREAS, 9-2-1(D) of the Cody City Code states that the City will adopt by resolution the provisions of the International Residential Code that are in the best interest of the City; and,

WHEREAS, the City of Cody desires to provide a common set of requirements for the construction of residential structures covered by the 2021 International Residential Code.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF CODY that the International Residential Code, 2021 Edition, including Appendices AA, AB, AC, AD, AE, AG, AH, AJ, AQ, and AS are hereby referred to, adopted, and made a part hereof as though set forth herein, provided however, the following portions of the International Residential Code are hereinafter modified and amended as described below:

- 1. **Section R101.1 Title**, is modified to read: "These provisions shall be known as the Residential Code for One- and Two-Family Dwellings of the City of Cody, Wyoming and shall be cited as such and will be referred to herein as "this code".
- 2. The following Exception is added to **Section R101.2 Scope**:
  - The following shall be permitted to be constructed in accordance with this code:
  - 1. Owner occupied lodging houses with five or fewer guest rooms and 10 or fewer occupants;
  - 2. Boarding houses in one and two-family dwellings and townhomes when the dwelling is occupied as a short-term rental; and,
- 3. **Section R102.2 Other Laws**, is modified to read: "The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law. <u>In case of conflict between this code and any other City ordinances or local laws that exercise control over the same feature, the more stringent regulation shall apply."</u>

#### 4. Section R105.2 Work exempt from permit:

Exemption #1 is modified as follows: "Other than storm shelters, one-story detached accessory structures, provided that the floor area does not exceed 120 square feet as measured at the perimeter of all walls and roof supports (e.g., posts and columns)."

Exemption #2 (Fences) is deleted.

Exemption #3 is modified to read: "Retaining walls that are not over 4 feet in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or located within a public easement or right of way.

Retaining walls within public easements and rights of way shall further require approval from the Cody City Council."

Exemption #5 is modified to read: "Sidewalks and driveways on private property when not serving as ADA compliant means of travel."

Exemption #8 is modified to read: "Private swings and other private playground equipment."

Exemption #10 is modified to read: "Decks <u>and patios</u> not exceeding <u>120</u> square feet in area, that are not more than 30 inches above grade at any point, are not attached to a dwelling, and do not serve the exit door required by Section R311.4. This exemption does not apply to any covering (e.g., pergola or awning) or roof structure over the deck or patio."

5. Table R301.2 Climactic and Geographic Design Criteria shall be modified to read as follows. The "Manual J Design Criteria" portion of the table is not adopted as a required design process, but may be used voluntarily using values approved by the building official.

TABLE R301.2(1)
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

GROUND		WIND	DESIGN		SEISMIC	SUBJECT	TO DAMAGE	FROM	WINTER	DESIGN LINDEDLAY FLOO	FLOOD	AIR FREEZING INDEX <sup>1</sup>	MEAN Annual Temp <sup>1</sup>
SNOW LOAD <sup>o</sup>	Speed <sup>d</sup> (mph)	Topographic effects <sup>k</sup>	Special wind region!	Windborne debris zone <sup>m</sup>	DESIGN CATEGORY	Weathering®	Frost line depth <sup>b</sup>	Termite <sup>c</sup>			HAZARDS <sup>9</sup>		
20	89 W/3 sec. gust of 115	NO	NO	NO	С	Severe	48"	NO	-11	YES	FIRM panels: 56029C2340D, 56029C2345D, 56029C2725D. Effective June	3,000	45

6. R302.2 Townhouses and R302.3 Two-family Dwellings are modified as follows:

R302.2 Townhouses and two-family dwellings with units separated by a lot line. Walls separating either townhouse units or two-family dwelling units that are also separated by a lot line shall be constructed in accordance with Section R302.2.1. Walls separating townhouses that will not be separated by a lot line shall be constructed in accordance with either Section 302.2.1 or R302.2.2.

**R302.2.1 Double walls.** Each townhouse <u>or two-family dwelling</u> unit shall be separated from other townhouse <u>or two-family dwelling</u> units by two 1-hour fire-resistance-rated wall assemblies tested in accordance with ASTM E119, UL 263 or Section 703.2.2 of the *International Building Code*.

R302.2.2 Common walls. Common walls separating townhouse units or two-family dwelling units shall be assigned a fire-resistance rating in accordance with Item 1 or 2 and shall be rated for fire exposure from both sides. Common walls shall extend to and be tight against the exterior sheathing of the exterior walls, or the inside face of exterior walls without stud cavities, and the underside of the roof sheathing. The common wall shared by two townhouse units or two-family dwelling units shall be constructed without plumbing or mechanical equipment, ducts or vents, other than water-filled fire sprinkler piping in the cavity of the common wall. Electrical installations shall be in accordance with Chapters 34 through 43. Penetrations of the membrane of common walls for electrical outlet boxes shall be in accordance with Section R302.4.

- 1. Where an automatic sprinkler system in accordance with Section P2904 is provided, the common wall shall be not less than a 1-hour fire-resistance-rated wall assembly tested in accordance with ASTM E119, UL 263 or Section 703.3 of the *International Building Code*.
- 2. Where an automatic sprinkler system in accordance with Section P2904 is not provided, the common wall shall be not less than a 2-hour fire-resistance-rated wall assembly tested in accordance with ASTM E119, UL 263 or Section 703.3 of the *International Building Code*.

Exception: Common walls are permitted to extend to and be tight against the inside of the exterior walls if the cavity between the end of the common wall and the exterior sheathing is filled with a minimum of two 2-inch nominal thickness wood studs.

**R302.2.3** Continuity. The fire-resistance-rated wall or assembly separating *townhouses*, and for two-family dwellings with units separated by a lot line, shall be continuous from the foundation to the underside of the roof sheathing, deck or

slab. The fire-resistance rating shall extend the full length of the wall or assembly, including wall extensions through and separating attached enclosed *accessory structures*.

R302.2.4 Parapets for townhouses <u>and two-family dwellings with units</u> <u>separated by a lot line.</u> Parapets constructed in accordance with Section R302.2.5 shall be constructed for *townhouses* <u>and for two-family dwellings with units</u> <u>separated by a lot line</u> as an extension of exterior walls or common walls separating townhouse <u>and two-family dwelling</u> units in accordance with the following:

- 1. Where roof surfaces adjacent to the wall or walls are at the same elevation, the parapet shall extend not less than 30 inches (762 mm) above the roof surfaces.
- 2. Where roof surfaces adjacent to the wall or walls are at different elevations and the higher roof is not more than 30 inches (762 mm) above the lower roof, the parapet shall extend not less than 30 inches (762 mm) above the lower roof surface.

**Exception:** A parapet is not required in the preceding two cases where the roof covering complies with a minimum Class C rating as tested in accordance with ASTM E108 or UL 790 and the roof decking or sheathing is of noncombustible materials or fire-retardant-treated wood for a distance of 4 feet (1219 mm) on each side of the wall or walls, or one layer of 5/8-inch (15.9 mm) Type X gypsum board is installed directly beneath the roof decking or sheathing, supported by not less than nominal 2-inch (51 mm) ledgers attached to the sides of the roof framing members, for a distance of not less than 4 feet (1219 mm) on each side of the wall or walls and any openings or penetrations in the roof are not within 4 feet (1219 mm) of the common walls. Fire-retardant-treated wood shall meet the requirements of Sections R802.1.5 and R803.2.1.2.

- 3. A parapet is not required where roof surfaces adjacent to the wall or walls are at different elevations and the higher roof is more than 30 inches (762 mm) above the lower roof. The common wall construction from the lower roof to the underside of the higher roof deck shall have not less than a 1-hour fire-resistance rating. The wall shall be rated for exposure from both sides.
- **R302.2.5 Parapet construction.** Parapets shall have the same fire-resistance rating as that required for the supporting wall or walls. On any side adjacent to a roof surface, the parapet shall have noncombustible faces for the uppermost 18 inches (457 mm), to include counterflashing and coping materials. Where the roof slopes toward a parapet at slopes greater than 2 units vertical in 12 units horizontal (16.7-percent slope), the parapet shall extend to the same height as any portion of the roof within a distance of 3 feet (914 mm), and the height shall be not less than 30 inches (762 mm).

**R302.2.6 Structural independence.** Each *townhouse* <u>and each two-family dwelling unit separated by a lot line,</u> shall be structurally independent.

#### **Exceptions:**

- 1. Foundations supporting exterior walls or common walls.
- 2. Structural roof and wall sheathing from each unit fastened to the common wall framing.
- 3. Nonstructural wall and roof coverings.
- 4. Flashing at termination of roof covering over common wall.
- 5. *Townhouses* separated by a common wall as provided in Section R302.2.2, Item 1 or 2.
- 6. (Deleted.)

R302.3 Two-family dwellings not divided by a lot line. Dwelling units in two-family dwellings that will not be separated from each other by a lot line shall be separated from each other by wall and floor assemblies having not less than a 1-hour fire-resistance rating where tested in accordance with ASTM E119, UL 263 or Section 703.3 of the *International Building Code*. Such separation shall be provided regardless of whether a lot line exists between the two dwelling units or not. Fire resistance-rated floor/ceiling and wall assemblies shall extend to and be tight against the *exterior wall*(s), foundation, and underside of the roof sheathing, as applicable, to provide a complete 1-hour fire resistance rated barrier between

the two dwelling units and between any dwelling unit and any common area shared by the units. and wall assemblies shall extend from the foundation to the underside of the roof sheathing.

#### **Exceptions:**

- 1. A fire-resistance rating of 1/2 hour shall be permitted in buildings equipped throughout with an automatic sprinkler system installed in accordance with Section P2904.
- 2. Wall assemblies need not extend through attic spaces where the ceiling is protected by not less than 5/8-inch (15.9 mm) Type X gypsum board, an attic draft stop constructed as specified in Section R302.12.1 is provided above and along the wall assembly separating the dwellings and the structural framing supporting the ceiling is protected by not less than 5/8-inch Type X gypsum board or equivalent.
- 3.Where the dwelling units are not divided by a lot line, the fire-resistance rated wall assembly separating the *dwelling units* may have a door assembly installed to allow access between the dwelling units, provided the door meets the specifications of *International Building Code*, *Table 716.1(2)*; *Minimum fire door assemblies for 1 hour fire barriers having a fire-resistance rating of not less than 1 hour.* The door shall be tight sealing, self-closing and latching, and lockable from both sides. Alternatively, two back-to-back doors, each with one-half of the fire resistance rating otherwise required by Table 716.1(2), and meeting the other provisions of this paragraph may be used in lieu of a single door.
- **R302.3.1 Supporting construction.** Where floor assemblies are required to be fire-resistance rated by Section R302.3, the supporting construction of such assemblies shall have an equal or greater fire-resistance rating.
- 7. **Table R302.6 Dwelling-Garage Separation** is modified by replacing all references to "½-inch gypsum board" with "5/8-inch Type X gypsum board", and the language of the last row of the table is modified as follows:

  Separation:

  Material:

Deparation.	wateriar.
Garages and accessory buildings	Not less than 5/8" Type X gypsum
located less than <u>5</u> feet from a	board or equivalent applied to the
dwelling unit on the same lot.	interior side of the <u>parallel</u> exterior
	wall of the garage/accessory building
	within this area.

- 8. **Section R302.7 Under-stair protection** is modified as follows: "Enclosed space under stairs that is accessed by a door or access panel shall have walls, under-stair surface and any soffits protected on the enclosed side with <u>5/8</u>-inch <u>Type X</u> gypsum board."
- 9. Exceptions 2 and 3 of **Section R302.13 Fire protection of floors** are modified as follows:

Exception 2 is modified to read: "Floor assemblies located directly over a crawl space not intended for storage or for the installation of fuel fired or electric-powered heating equipment or appliances, except as follows: If a fuel fired appliance or equipment is installed in a *crawl space*, the horizontal assembly above the appliance shall be covered with 5/8-inch Type X gypsum board, or equivalent, above and for a distance of at least two feet horizontally from the perimeter of the appliance or equipment, and any joints shall be fire-taped or sealed. Penetrations of the gypsum board by ducting, plumbing pipes, electrical conduit or wires shall be permitted and all penetrations shall be tight fitting.

Exception 3 is deleted in its entirety and replaced with the following:
3. Floors above unfinished basements, when the following requirement is met:

If a fuel-fired appliance or equipment is installed in a *basement*, the entire mechanical room or area shall be covered on the inside with 5/8" Type X gypsum board or equivalent and all joints and screws shall be fire taped or sealed. Penetrations of the membrane by ducting, plumbing pipes, electrical conduit or wires shall be permitted and all penetrations shall be tight fitting. The door serving the room shall be a rated-fire door complying with the standards used in Section R302.5.1."

- 10. Section R309.5 "Fire sprinklers" (garage) is deleted in its entirety.
- 11. Section R310.5 "Replacement Windows for Emergency Escape and Rescue Openings" is deleted in its entirety.
- 12. Section R310.6 "Dwelling Additions" is deleted in its entirety.
- 13. Section R310.7 "Alterations or Repairs of Existing Basements" is deleted in its entirety.
- 14. Section R313 "Automatic Fire Sprinkler Systems" is deleted in its entirety; provided, installation of an automatic sprinkler system designed and installed in accordance with Section P2904 or NFPA 13D, may be voluntarily provided. When such a sprinkler system is provided, ½" gypsum board, rather than 5/8" Type X gypsum board, is sufficient to comply with the provisions of this resolution for all areas protected by the system.
- 15. Section R320 "Accessibility" is deleted in its entirety.
- 16. Section M1411.4 "Condensate Pumps" is deleted in its entirety.
- 17. Section M1502.4.2 shall be modified to read: "Exhaust ducts shall be supported at intervals not to exceed 8 feet and shall be secured in place. The inset end of the duct shall extend into the adjoining duct or fitting in the direction of airflow. Exhaust duct joints shall be sealed in accordance with Section M1601.4.1. Ducts shall not be joined with screws or similar fasteners that protrude more than 1/8 inch into the inside of the duct. Where dryer exhaust ducts are enclosed in wall or ceiling cavities, such cavities shall allow the installation of the duct without deformation. Each vertical riser shall be provided with a means for cleanout located near the bottom of the riser."
- 18. Section G2404.11 "Condensate pumps" is deleted in its entirety.
- 19. Section P2502.1 "Existing Plumbing Systems" is deleted in its entirety.
- 20. Section P2603.5.1 "Sewer Depth" is modified to read "Building sewers shall not be less than <u>48</u> inches below grade, unless adequate provision is made to protect such pipes from freezing by insulation. <u>With insulation, the minimum protected depth is 24 inches.</u>"
- 21. Section P2705.1 "Installation", Item 3 is modified to read "Where fixtures come in contact with walls and floors, the contact shall be water tight. Water closets (toilets) shall be exempt from this requirement in one and two-family dwellings and townhouses."
- 22. Section P2906.4 "Water Service Pipe": The following sentence is added as the first sentence of the section. "Water service piping from the curb stop or meter pit

to inside of a building meter or shut-off valve location shall comply with City of Cody Code 8-2-7, or equivalent approved by the Public Works Director."

23. Chapter 11, Energy Efficiency, of the IRC is deleted in its entirety and replaced with the following:

<u>Chapter 11, Minimum Energy Efficiency Requirements for Habitable Space.</u> Energy Efficiency standards for habitable space shall be as follows:

- a. **Ceilings with attic spaces:** Attic insulation shall be a minimum of R-49. Baffles shall be installed in truss or joists bays at intervals consistent with the attic ventilation requirements of Section R806.1 through 806.4.
- b. Ceilings without attic spaces and unvented enclosed rafter assembles: Insulation and construction methods shall comply with Section 806.5. In addition, for roof/ceiling assemblies which do not allow sufficient space for the required insulation, the minimum required insulation for such roof/ceiling assemblies shall be R-30. This reduction in R value shall be limited to 500 square feet or 20% of total insulated ceiling area, whichever is less.
- c. **Above Grade Exterior Walls and Rim Joists:** Above-grade exterior walls and rim joists shall be insulated with a minimum of R-19 insulation, except for log homes designed in accordance with ICC 400-2017 Code.
- d. **Crawl Space Walls:** No requirement, except for the minimum R-19 insulation in the rim joist. If the crawl space wall is insulated, it is recommended that it be done using two inches of unfaced extruded polystyrene insulation board extending from the top of the footer to the top of the foundation wall. The insulation board may be installed on the interior or exterior side of the wall. If installed on the exterior side of the crawl space wall, it shall be protected by flashing. If installed on the interior side, the edges and seams of the insulation board shall be sealed to prevent air infiltration between the insulation board and foundation wall.
- e. **Basement Walls:** Basement walls enclosing directly heated or cooled conditioned space (i.e., finished area) shall be insulated with a minimum of R-10 foam board or R-13 batt insulation.
- f. **Glazing:** All glazed fenestration in habitable spaces shall have a U-Factor of .32 or less as documented on the factory sticker on each window. Glazing shall be double glazed in habitable spaces.
- g. **Air barrier, air sealing, and insulation installations** shall be in accordance with Table N1102.4.1.1 (R402.4.1.1).

	Matt Hall	
Attest:	Mayor	
Attest.		
Cynthia Baker		

Administrative Services Officer

PASSED, APPROVED AND ADOPTED THIS 19th DAY OF APRIL, 2022.

MEETING DATE: 4/19/2022

DEPARTMENT: PUBLIC WORKS - WASTEWATER

PREPARED BY: ROB KRAMER

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

## **AGENDA ITEM SUMMARY REPORT**

# Bid 2022-01 for (1) New Long Range CCTV Pipe Inspection System

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

Consider approval of award of Bid 2022-01 to Normont Equipment for an Envirosight pipe inspection system, the upfitting of a City provided van, and the support plan and web service fees for the first year of ownership in the amount of \$186,096.00.

#### **SUMMARY OF INFORMATION**

The approved FY 2022 Budget includes funding for a new sewer camera system (aka CCTV pipe inspection system) for primary use by the Wastewater Division and the support of other public works divisions. This will replace the current CCTV system which is outdated and no longer supported by the company.

Bid packets were sent to Cues Inc, Dawson Infrastructure Solutions, Normont Equipment and Vortex Products.

One bidder submitted one bid. This bid was opened at City Hall on March 3, 2022.

Normont Equipment submitted one bid for an Envirosight Rovver X pipe inspection system with WinCan software in the amount of \$120,220.00. This bid also included pricing for options as follows:

Annual Support Plan \$8,348.00/Annually WinCan Web Service \$828.00/Annually Upfitting of Van (Owner provided) \$56,700.00

Specified Van (Vendor provided) \$59,490.00 (not recommended)

The total cost of the recommended items above plus the CCTV equipment is \$186,096.00.

#### FISCAL IMPACT

The purchase of this equipment is funded in the approved FY 2022 Budget in the amount of \$160,592.00 within the Capital Improvements Plan, Capital Machinery, from the Wastewater Enterprise Fund. The additional funding, of \$25,504.00, will be addressed in a future budget amendment utilizing Wastewater Enterprise Fund Reserves.

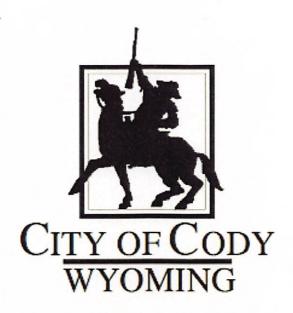
### **ATTACHMENTS**

1. Bid Packet 2022-01 completed by Normont Equipment (submitted bid)

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

1. Luke Stewart, Normont Equipment, <a href="mailto:lstewart@nmegco.com">lstewart@nmegco.com</a>

AGENDA ITEM NO.	A	GEN	IDA	ITEM	NO.	
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# City of Cody 1338 Rumsey Ave Cody, WY 82414



2101 9th Ave. NW Great Falls, MT 59404 406.453.4344 ~ nmeqco.com

Contact: Luke Stewart <a href="mailto:lstewart@nmegco.com">lstewart@nmegco.com</a>

Bid For: 2022-01 (1) New Long Range CCTV Pipe Inspection System

Bid Due Date & Time: Thursday, March 3rd, 2022 at 2:00 PM



# TABLE OF CONTENTS BID NO. 2022-01 (1) New Long Range CCTV Pipe Inspection System

## DOCUMENTS INCLUDED IN PACKET FOR BID NO 2022-01

		Pa	age	S
1. ADVERTISEMENT FOR BID	(ON THIS PAGE, BELOW)	1	1	
2. INSTRUCTION SHEET			2	
3. BID PROPOSAL			3	
4. SPECIFICATIONS		4-	16	
5. OPTIONS		17-	21	

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

#### Bid No. 2022-01

## (1) New Long Range CCTV Pipe Inspection System

The City of Cody will receive sealed bids until 2:00 p.m., 03/03/2022 at Cody City Hall, 1338 Rumsey Avenue, P.O. Box 2200, Cody, Wyoming 82414, for (1) New Long Range CCTV Pipe Inspection System. All bids will be opened and read aloud at this time. Full bid details and specifications are included in the bid packet available by emailing kylieh@codywy.gov. Direct any questions to Rob Kramer at (307) 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 1st Day of February, 2022.

Cynthia Baker

Administrative Services Officer

PUBLISH: February 8th, 2022

February 15th, 2022



# INSTRUCTIONS: (1) New Long Range CCTV Pipe Inspection System. BID REOUEST NUMBER 2022-01

The Bidder agrees to provide (1) New Long Range CCTV Pipe Inspection System 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 2022-01 City of Cody Specifications Form on page 4-21 to indicate that the item being bid is exactly as specified. All (no) responses shall be explained in detail on an attached sheet. Bids will be accepted for consideration on any make or model that is equal or superior to the specifications.

The bidder warrants that he has read and understands the requirements of the City of Cody, that he encloses a bid bond in the amount of not less than 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. 2022-01, (1) New Long Range CCTV Pipe Inspection System" on the outside of the envelope.

The sealed bids must be returned to the City of Cody no later than 2:00 p.m. 03/03/2022. 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. 2022-01 (1) New Long Range CCTV Pipe Inspection System

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 Long Range CCTV Pipe Inspection System 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 Wastewater Division, 119 19th Street, Cody, WY 82414.

Bid Schedule	Quantity	Unit	Total Price	
	CHT ROVUER X C		\$ 120,220°	<u> </u>
Less trade if any:			\$(N/A	
Net Total Bid			\$ 120,220	•

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

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

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

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

Date 3/1/22	like S
-	Signature
	LUKE STEWART
	Typed or Printed Name
	NORMONT ESUSPENING CO.
	Company
	2101 9714 AVE N.W.
·	Mailing Address
	GREAT FALLS, MIT 59404
	City, State and Zip
	15 TELMET ENMEDIO. COM
	F-mail Address

# **City of Cody** Bid # 2022-01

# Minimum specifications for

(1) New Long Range CCTV Pipe Inspection System.
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.

<u>SYSTI</u>	<u>YES</u>	<u>NO</u>	
1.	Automatic cable drum with cable.		
2.	Single hand-held operator pendant with viewing, digital recording and system controls.	" V	
3.	Crawler with zoom camera for 6" diameter and larger pipe inspections.	V	
4.	CAN-bus communications protocol.	~	
5.	Ability to connect to a network for lifetime remote firmware upgrades and/o diagnostic services.	or 🗸	П
6.	Camera and crawler operator functions to be capable of working simultaneously.	V	
7.	Maximum electrical requirement of 575W, or 5 A at 115 VAC for operating entire inspection system and components.	7	П
<u>OPER</u>	ATOR DESKTOP CONTROL AND WIRELESS CONTROLLER		
1.	Minimum 10" (horizontal measurement) with minimum 1280x800px resolution, handheld, color, touch-screen monitor for viewing, recording and accessing control and configuration.		. Д
2.	Maximum Pendant Weight: 4lbs		. Д
3.	Maximum Pendant Dimensions: 12"Wx11"Hx3"D		
4.	Daylight readable display.		
5.	Power on/off button with integrated emergency stop button.		
6.	Pendant to have foldable stand with recessed handle.		
7.	Ability to connect to a network for access to software downloads; including lifetime performance and feature upgrades.	7	П
8.	Ability to connect to a network with repair studio software for remote diagnosis.	V	

<u>OI</u>	PER	ATOR DESKTOP CONTROL AND WIRELESS CONTROLLER cont.	<u>YES</u>	<u>NO</u>
	9.	Software embedded ability to wirelessly upload via Wi-Fi and share inspection data.	<b>✓</b>	
	10.	Minimum of 4GB internal flash memory for operation systems and catalogs.	<u> </u>	
	11.	Minimum of 32GB internal memory for data storage.		
	12.	Touch-screen operational in wet conditions and with gloves.		
	13.	Dual joysticks for camera and crawler functions.		
	14.	Auto-upright display.	V	
	15.	Ability to toggle between icon and text display commands.	V	
	16.	Included interfaces; 2xUSB (Type A), 1xEthernet (RJ45), 1xHDMI, 1xAnalog Video Out (BNC), 1xWLAN.	V	
	17.	Manual and automatic camera focus controls.	V	
	18.	Component pressure, temperature, sonde status, pitch and roll display.	V	
	19.	Onscreen pressure with system history for predictive maintenance.	<u></u>	
	20.	Separate listings for pressurization status of individual components.		
	21.	Controls allowing adjustment of illumination intensity of camera and auxiliary lighting.	V	
	22.	Control of cable reel functions to include; auto, manual, speed, direction, torque of the cable reel.	<u> </u>	
	23.	Master single button interface to regain control from wireless controller.		
	24.	Minimum 20' control cable connecting the automatic cable drum to the pendant via an emergency on/off switch box junction.		П
	25.	Ability to record digital video; via selection for mpeg4 or AVI.	V	
	26.	Ability to capture digital stills; via selection for jpg or png.		
	27.	Ability to generate text on video via on-screen display.	V	
	28.	On-screen display features to include; manipulation of position and color of displayed parameters/text and background.	V	
	29.	Ability to add graphics via on-screen display.		
	30.	Customizable on-screen profiles.	V	

OPERATOR DESKTOP CONTROL AND WIRELESS CONTROLLER cont.	<u>YES</u>	<u>NO</u>
31. On-screen display of crawler roll status with respect to pipe sidewall.		
32. Notification to operator if crawler is getting close to flipping.		
33. Notification to operator when critical tilt angle is reached; also providing proper direction of counter-steer to re-stabilize crawler position.	V	
34. Ability to engage anti-roll feature to automatically stop crawler movement when critical tilt is reached while using cruise control.	V	
35. Ability to invert controls if crawler rolls to allow for crawler and cable reel to have continued synchronized movement.	V	П
<b>36.</b> On-screen display of crawler inclination; with the ability to select pitch degree or percentage.		
37. Ability to directly engage or disengage electronic clutch.	V	
38. Ability to capture, correlate and store still images with distance and observation information which can be exported or viewed on-screen.		
39. Ability to print visual data directly from the pendant into an inspection report showing manhole to manhole schematic, observations, distances, asset information, operator details and PACP codes.	V	
<b>40.</b> Ability to generate a graphic inclination report showing pipe grade along inspection route.		
<b>41.</b> Ability to view a full schematic and observation inspection report, including pipe inclination, on the pendant.		П
<b>42.</b> Cruise control mode allowing so operator does not need to touch joystick for crawler speed.	7	П
43. Ability to view history and performance, including hours of operation, feet inspected and time system has run in any warning conditions.		П
44. Ability to pause video when adding an observation.	V	
45. On/off controls for digital zoom, auto shutter speed and camera lasers.		
<b>46.</b> Ability to toggle front-view camera, integral rear-view camera and accessory rear-view camera.		П
47. Ability to control laser intensity in increments of 25%.	V	
48. Control for remotely controlled motorized camera lift.		

<u>OPER</u>	ATOR DESKTOP CONTROL AND WIRELESS CONTROLLER cont. YES NO
49.	Buttons to activate automated software routine (Macro) for; viewing laterals on the left and right, and for performing a circumferential can of a pipe joint.
50.	Ability to operate larger and smaller cameras with no need for additional control unit or cable upgrades.
51.	CAN-bus control architecture which allows for precision control, diagnostic monitoring and future upgradeability.
52.	Ability to measure cracks and other observations without the need for external software.
53.	Ability to measure wall defects, obstructions, bends, branch angles, flow level and inclination via touch screen controls.
54.	Ability to run a Macro to measure pipe diameter using built in camera lasers.
55.	Portable, battery powered, belt clip wireless remote controller with crawler, camera and cable reel functions for single person deployment and retrieval of crawler at the access point.
56.	Wireless remote control including; dual function buttons with clear labels, LED indicators and digital encoding for the system with which it is delivered.
57.	Wireless remote control shall have a minimum of 50°, without radio frequency interference being able to compromise signal. RF systems will not be accepted.
58.	Wireless remote control shall work with a single specific system to provide secure control when multiple systems are operated in the same area. Ensuring no chance for operational interference.
<u>CAMI</u>	<u>era</u>
1.	Zoom; minimum 10x optical and 12x digital (minimum total 120X)
2.	Color Video Readable Resolution; minimum 530 HTV lines
3.	Pan and Tilt; motor to have no exposed wires and ability to Pan 360 degrees and Tilt +/-135 Degrees
4.	Dual 50mm lasers allowing unit to gauge size of pipeline features and defects.
5.	Fully sealed and waterproof housing to withstand external pressure up to 1 bar without damage or leaking.
6.	Encoders for measuring pan and tilt position, allowing control of camera using macros from the operator controls.

CAMERA continued Y			
7.	Attaches to front of the crawler using a single tool.	7	
8.	LED Lighting; Minimum 13,000 lux reading at 1' and 3 lux reading minimum at 25', automatically adjusting for maximum distance illumination when camera faces forward and close-up illumination when panning/tilting toward pipe sidewall with ability for angle adjustment to be user defined.		
9.	Purge and pressurization valve.		
10	. Maximum Weight; 51bs	V	. П
11	. Maximum Dimensions; 7"Lx3"Wx3"H		
12	Camera to include; pelican style case, spare lens covers, seal lubricant, insertion tool and any other necessary accessories.	V	
13	Rear view color camera, with LED lighting, positioned at the top rear of crawler, without increasing the diameter of crawler or being integrated with the rear connector.		
<u>AUXI</u>	LIARY LIGHTING		
1.	Front and rear LED lamps.		. Д
2.	Ability to mount to crawler or motorized lift.		
3.	Waterproof.	V	
<u>CAM</u>	ERA AND AUXILIARY LIGHTING LIFT		
1.	Motorized remote operated (from desktop or wireless controller) lift that raises the cameras and auxiliary lights above flow.		
2.	Constructed of aluminum and stainless steel.		
3.	Minimum range of 3"-10".		
4.	Fully sealed and waterproof.		
5.	Fits within a 10" diameter pipe when mounted on crawler with smallest wheels attached.		
6.	Ability to mount auxiliary lighting and rearview camera at top position.		. Ш
7.	Auxiliary light port protected by a stainless steel, water proof cover when lights are not attached.	7	
8.	Waterproof camera connections.		$\Box$

<u>CA</u>	ME	RA AND AUXILIARY LIGHTING LIFT continued	<u>YES</u>	<u>NO</u>
	9.	Accepts pan/tilt zoom camera or side scanning camera without compromising camera functions.	V	
<u>ST</u>	EER	RABLE MOTORIZED CRAWLER		
	1.	Minimum of (3) three wheels per side with the ability to crawl up to at least 1,500' in wet and slippery pipes.	N	П
	2.	While in 8" configuration, with the middle wheel remaining, the (4) four larger wheels will overlap the middle wheels allowing continuous traction for going over joints and debris, avoiding high centering of crawler.		П
	3.	Proportional left, right, forward, reverse or combination of directional movements capability via manual and automatic controls via joystick and direct buttons on both the primary controller and wireless controller.	<u> </u>	
	4.	Dimensions allow for proper clearance in 6" lined pipes, and 8" pipe when top mount lighting is attached.	V	
	5.	Minimum of (2) two drive motors capable of maintaining full power at lower speeds without drawing more current.	V	Д
	6.	Electronic clutch which can be engaged and disengaged without moving the crawler.	V	
	7.	When crawler is configured with 8" wheels the bottom of the camera is at minimum 1 3/8" from a flat surface.	V	
	8.	Allows for connection of motorized lift.	V	
	9.	Sensor package including; inclination, roll, sonde, pressure, heat and motor readings.		
	10.	Remote toggle between rear and forward cameras using operator controls.		
	11.	Locking mechanism to require no tools for removing/attaching of camera.		
	12.	Rear receptacle allowing cable attachment, without tools, to the threaded stainless-steel cable connector's outer barrel.	V	
	13.	Rear cable connector pull strength greater than 1,000lb-rated break strength.	V	
	14.	Lifetime warranty on cable connector.	<u> </u>	
	15.	No additional cable strain relief measures beyond cable connector.		
	16.	Crawler Weight; 20lbs Maximum		
	17.	Crawler Length; 12.5" Maximum	<u> </u>	

<u>ST</u>	EER	RABLE MOTORIZED CRAWLER continued	<u>YES</u>	<u>NO</u>
	18.	Crawler body to be of machined aluminum.		
	19.	Tapered wheels.	~	
	20.	Quick disconnect axles allowing wheels to be changed without tools or bolts.		
	21.	CAN-bus control architecture.	$\overline{\mathbf{V}}$	
	22.	Tilting rear cable connection that points vertically for deployment into manhole and tilts horizontally during operation.	7	П
	23.	Quick Change Wheels; (6) 3-4" rubber wheels, (4) 4-5" rubber wheels, (4) 5-6" rubber wheels, (4) 6-7" rubber wheels, (2) 3-4" climbing wheels, (4) small carbide wheels, (4) medium carbide wheels, (4) large carbide wheels.	, <u>V</u>	
<u>M(</u>	<u>OTC</u>	DRIZED AUTOMATIC CABLE DRUM		
	1.	Cable Capacity; Minimum 1,000'	V	
	2.	Motorized system with ability to sense cable tension.		П
	3.	Ability to perform all functions (forward, backward, speed/torque) without physically interacting with reel.		П
	4.	Emergency stop button.		
	5.	Operates in both automatic and manual mode.	V	
	6.	Aluminum reel chassis.		
	7.	Ability to work with wireless controller.	V	П
	8.	Extension pulley arm.	V	
	9.	Drip tray, with ability to be removed without tools.	V	
	10.	BNC video output.	V	
	11.	Maximum Weight; 125lbs, when loaded with 1,000' of cable.	V	
	12.	Maximum Dimensions; 21"Hx15"Wx25"D		
	13.	Two handles for transport.	V	
	14.	Ability to winch back crawler in free-wheel mode.	V	
	15.	Ability to run automated routines.		
	16.	Moving components covered or enclosed.	<u></u>	

LIGHT	TWEIGHT HEAVY DUTY TRANSMISSION CABLE	<u>YES</u>	<u>NO</u>
1.	Length; Minimum 1,000'	V	П
2.	Maximum 6-wire, continuous length, multi-conductor wires.	<u> </u>	Д
3.	Minimum Break Strength; 1,000lbs	<u> </u>	
4.	Maximum Weight; 33lbs		
5.	Internal strain relief.	V	
6.	Tuff and smooth outer jacket.		
7.	Additional reinforcement for at least 12" of cable at crawler.	<u> </u>	
8.	Crawler end to have threaded, stainless steel connector, capable of connecting without the use of tools or screws.	B V	
9.	Electrical connection with keyway.	V	
10.	Capability to re-terminate cable by soldering, then sealing and strain-relieving with a quick-dry epoxy.	V	П
11.	Cable re-termination kit.	V	
12.	Single crawler connection for all optional items, including, but not limited to; additional lighting, side scanning cameras, rear camera, laser profilers, remotely operated lift, etc.	<u> </u>	П
SOFTY	WARE AND SUPPORT		
1.	Product vendor must be an authorized member of ESRI Silver Business Partner Network.	<u>/</u>	
2.	Product vendor shall have a website that includes updates to all available modules.		П
3.	Product vendor shall maintain technical staff knowledgeable in the support and maintenance of the hardware provided.		П
4.	Product vendor shall have a local application dealer that is available to present the product in detail, assist with implementation, and support the integration into a GIS application.	nt	
5.	Product vendor shall have technical staff which is knowledgeable in the support and maintenance of provided computer hardware.	<b>V</b>	П
6.	Ability to provide application technician's on-site for application integration training and deployment.	V	Д

SOFT	WARE AND SUPPORT continued	<u>YES</u>	<u>NO</u>
7.	Access to on-line support for remote control for troubleshooting and technica assistance.		
8.	Ability to install the product application on multiple workstations for access.		
9.	Ability to purchase additional hardware keys direct from the vendor's local application dealer.	<b>V</b>	
10.	Ability to purchase network hardware keys that allow for concurrent licensed users.		
11.	Ability to operate without a USB dongle key and work from a software registration code or license.		
SOFT	WARE LICENSE		
	<u>Settings</u>		
	1. Ability to open the last project used.		. Д
	2. Ability to impose the observation on the video before saving.	4	
	3. Ability to keep the observation entry interface open with saving.		. ᆜ
	4. Ability to change colors on text boxes.	14	
	5. Ability to set project visibility as public or private.		
	<u>Video</u>		
	1. Ability to configure live video capture device.		. —
	2. Ability to start live video feed upon opening.		. Ш
	3. Setup screen allowing the user to choose device, input, output, video nor format, frame rate, codec and quality.	m, 🗸	Д
	4. Adjustable brightness, contrast, hue, saturation and gamma.		. Щ
	5. Ability to change default settings.		
	<u>User Management</u>		
	1. Ability to add and remove administrator users and guest users including detailed information for each, such as name and password.		Д
	2. Ability to set access levels for each user.		. 🖳
	3. Ability to restrict project access.		

SOFTWA	RE LICENSE continued	<u>YES</u>	<u>NO</u>
<u>Di</u>	rectory Management		
1.	Ability to filter projects, Meta projects and catalogs.		
2.	Ability to list creation date, owner and last used date for each project, Me project and catalog.	eta	
3.	Ability to update description for each project, Meta project and catalog.	V	
4.	Ability to set default connection parameters for each project, Meta project and catalog.	t 🔽	
Pro	oject Creation		
1.	Project creation wizard, or guide for the creation of a project.	<u>/</u>	
2.	Ability to assign a name to the project.		
3.	Ability to create, add, remove or delete projects from main interface window.		
4.	Ability to search for projects by type; i.e., private, public, manhole.		. Д
5.	Ability to choose job type, job name and base standard for all project types.	<u> </u>	. Д
6.	Ability to perform maintenance and updates on each project.		
<u>To</u>	<u>ols</u>		
1.	Ability to import existing projects.	<u></u>	
2.	Ability to export projects.		
3.	Ability to merge projects.		
4.	Media distribution wizard capable of sharing projects with a license free viewer software, with an interface that allows the ability to choose CD, DVD, or Blu-Ray disk.		
5.	Interface that allows for the transfer of data.		
<u>Di</u>	gital Capture		
1.	Ability to capture digital video.		. Д
2.	A pause feature that allows digital video to be recorded in one consistent video file.		

SOFTWAI	RE LICENSE continued	<u>YES</u>	<u>NO</u>
<u>Dig</u>	zital Capture continued		
3.	Ability to pause recording when entering observations.	<b>_</b>	
<u>Lat</u>	eral Inspection		
1.	Ability to attach sub-inspection reports to a main inspection report.		
2.	Ability to pause main inspection recording and create a second recording then continue the main recording.		
3.	Ability to include the lateral recording both within and separately from the main recording.		П
<u>Ma</u>	nhole/Structure Inspection		
1.	Ability to create and attach a sketch of the site.	<u> </u>	
2.	Ability to create a schematic of the manhole.	<u></u>	
3.	Toolbar with symbols for use in sketch.		П
<u>GI</u>	<u>S</u>		
1.	Ability to open GIS shapefiles and associated attribute data.		. Д
2.	Easy selection and location of assets.		
3.	Auto transfer of existing GIS shape file data into projects.	V	
4.	Search tool allowing entry of identifier and highlighting location on map.		
5.	Review tool with ability to highlight completed and due inspections on map.		
6.	Ability to create new points or lines in new GIS shape files.		Д
7.	Ability to run a report of queried assets and send them to an ESRI shape file, which can be opened in the map software or GIS application.		Д
8.	Ability to run a report of queried assets and have them highlighted in the map software.	7	
9.	Compatible with ESRI ArcGIS.	<u></u>	
10.	Ability to install and function as an ESRI run time tool from the ArcGIS tool bar.		

SOFT	WARE LICENSE continued	<u>YES</u>	<u>NO</u>
	GIS continued		
	11. Allows for the synchronization of data collected in the field and for either an automatic correction to the ESRI ArcGIS database or a manual change.		
	Miscellaneous		
	1. Printing panel with options for printing built in reports.		
	2. Ability to set presets for saving projects.		. Д
	3. Ability to set visibility when saving projects (public or private).		. $\square$
WEB I	BASED HOSTING		
1.	Internet browser based with unlimited seats for viewing data.		
2.	Unlimited log in and views from mobile devices.	<u> </u>	
3.	Viewable in Chrome, Firefox, Microsoft Edge, Safari.		
4.	Ability to directly upload from locally installed software and to directly download from browser to local servers or internal drives.		
5.	Scalable storage, with pricing based off of size needed.	7	
6.	Unlimited viewing of section information, observation data, pictures, MPEG video and data reports.	V	
7.	Ability to share active links of projects for viewing via email notification sent directly from web browser.	V	П
LAPT	<u>OP</u>		
1.	15" (minimum) Touch Screen Full HD LED Notebook.		
2.	Windows 11 Pro		
3.	8 <sup>th</sup> Generation Intel Core i7-8550U CPU, Minimum		
4.	8GB DDR4 Memory, Minimum		
5.	512GB Solid State Drive Storage, Minimum		
6.	DVD-RW Optical Drive		
7.	Minimum of (1) USB Type-C. (2) USB 3.1 and (1) USB 2.0 Ports		

<b>LAPT</b>	OP continued	<u>YES</u>	<u>NO</u>
8.	Minimum of (1) HDMI Port		
9.	Intel UHD Graphics 620 Graphics Card, Minimum	$\checkmark$	
10	. Minimum of 6 hours of Battery Life	V	
11	. 64-bit Processor	$\overline{\ \ }$	
WAR	RANTY, TRAINING AND INSTALLATION		
1.	Minimum of (2) two days of initial hardware on-site training on the camera system, performed by a factory trained specialist.	V	П
2.	Minimum of (2) two days of on-site software and administrative training.		
3.	One (1) set of printed operation and maintenance manuals.	<b>V</b>	
4.	One (1) set of electronic operation and maintenance manuals.	<b>V</b>	
5.	Minimum of (1) one year warranty.	V	
	Lifetime warranty on crawler connectors and camera LED light ring.		

# **OPTIONS**

THESE ITEMS SHALL NOT BE INCLUDED IN THE TOTAL BID COST. INSTEAD, THE COST OF EACH ADDITIONAL OPTION SHALL BE NOTATED AS REQUESTED.

SUPPORT PLAN	<u>YES</u>	<u>NO</u>
<ol> <li>Application maintenance and support to include; unlimited phone, email and remote support, unlimited maintenance upgrades and version upgrades, annual online training, same day support and service.</li> </ol> Cost of Annual Plan:	V 18 00	
Cost and Duration of Multi-Year Plan:		
WENCAN WEB SERVICE:	8280	PANNUALLY
NEW TRANSIT CARGO VAN		
<u>General</u>	<u>YES</u>	<u>NO</u>
<ol> <li>New Transit Cargo Van, Long Extended Length with High Roof RWD</li> </ol>	, 	Д
2. Wheel base: Minimum 147"		
3. Overall height: Minimum 110"		
4. Exterior color: White		. 🖳
5. Interior color: Dark Gray		. 🖳
<b>6.</b> GVWR: 9,070lbs		
Engine and Power Train		
1. Engine: 3.5L PFDi V6		
2. Engine block heater.	<u> </u>	
3. Transmission: 10 speed automatic w/overdrive		
Suspension and Running Gear		
1. Brakes: Four-Wheel Anti-Lock Power Disc Brakes		
2. Wheels & Tires: (5) full size 16" on/off road All-Season wheels & tires.	<b>V</b>	
3. 4.10 Limited-slip axle ratio.		

Electrical System	<u>YES</u>	<u>NO</u>
1. Battery: Dual AGM		
2. Alternator: 250 amp		
3. Auxiliary fuse panel.		
4. Modified vehicle wiring system for body builder.		
Body and Cab		
<ol> <li>Gauges/ Lights: Factory installed voltmeter, oil pressure and engine temp.</li> </ol>		
2. Dual outside rear view mirrors, power adjust.	V	
3. Windows: Power windows w/light tinted glass.	~	
4. Heater and air conditioner: Factory installed, high output.	<u></u>	. <u>Д</u>
5. Rear heat and A/C.		
6. Windshield wipers: Multi-speed w/intermittent system.		. Д
<ol><li>Radio: AM/FM stereo with dual USB ports and 4" multi-function display.</li></ol>	on 🗸	
8. Door locks: Power door locks, w/(4) sets of keys, and remote keyless entry.	V	
9. D pillar assist handles.		
10. Cloth bucket seats.		. Д
11. Large center console.		. Щ
12. High capacity upfitter switches.	<u> </u>	
13. Front vinyl flooring.		-
14. Heavy-duty cargo flooring.	ĪĀ	
15. Heavy-duty scuff plate.	<u> 14</u>	
16. Cargo Access: Split Swing-Out		- 📙
17. Sliding rear passenger side door.		
18. Front and rear split view camera.		

<u>Bo</u>	dy and Cab continued	YES NO
19	Reverse and side sensing system.	
20	. Back-up alarm.	
21	Front fog lamps.	
<u>M</u>	iscellaneous	
1.	Full manufacturer's standard warranty.	
2.	Dealer order form showing all equipment being bid.	
3.	Operators manual.	
	Cost for providing specified van:	59,490°0
VAN UPI	<u>TITTING</u>	
<u>O</u> 1	perator Studio Area	YES NO
1.	Walls and ceiling to be lined with insulation and waterproof material.	
2.	Desk with outlets above and below.	
3.	12-volt overhead LED lighting wired to battery source.	
4.	(2) Two 19" (minimum) monitors mounted to multi-monitor mount.	V
5.	Detailed floor plan included with bid.	
	Cost for upfitting bidder supplied van:	70000
	Cost for upfitting customer supplied van: \$50	
<u>O</u>	perator Area	
1.	Walls and ceiling to be fully insulated and covered with plastic panels.	V
2.	Slide out crawler tray under camera reel.	
3.	(1) One 19" (minimum) monitor to be facing the rear.	
4.	12-volt overhead LED lighting wired to battery source.	

<u>O</u> p	erator Area continued	<u>YES</u>	<u>NO</u>
5.	5. Minimum of 1,800 lumen, handheld spotlight on retractable cord reel installed at the rear of body and connected to 12-volt power source.		
6.	Wash system consisting of; 12-volt on demand water pump, lighted on/off switch mounted in rear of cabinet and accessible from ground level, minimum 15-gallon water tank with exterior framinimum 25' retractable hose reel with hose and spray nozzle mounted inside cabinet and exiting rear through a roller fairlead.	ш, 	
7.	Detailed floor plan included with bid.		
	Cost for upfitting bidder supplied van:	NO&D	
	Cost for upfitting customer supplied van:	DED	
Po	wer Source		
1.	Minimum 6.0kW engine mounted generator.		
2.	Minimum 30-amp shore power connection to vehicle exterior with 30' (minimum) extension cord and 15amp convertor.	V	. Д
3.	Auto-transfer switch for switching from shore power to generator power.		
4.	AC and DC breaker/fuse box with resettable circuit breakers and replaceable fuses.	<b></b>	П
5.	Uninterrupted power supply for computer system.		
	Cost for upfitting bidder supplied van:	LUDED	
	Cost for upfitting customer supplied van: Zne	Luous	
To	ol Package		
1.	Manhole Hook	~	
2.	Pick		
3.	Sledge Hammer	V	
4.	Round Point Shovel	V	
5.	Aluminum Cable Guide top manhole roller.		
6.	3" Tiger Tail Cable Protection		

Tool Package continued	<u>YES</u>	<u>NO</u>
7. Tie-off Cleat on Rear Bumper	<b>✓</b>	
Cost for providing all listed tools with bidder supplied van:	INCLU	DEN
Cost for providing all listed tools with customer supplied van:	INCUID	CD.



Quotation 3/2/2022

Quote Number: 307187

Salesperson: Luke Stewart Office: 406-453-4344

Cell: 406-750-3793

Customer: City of Cody

James Keenan 119 19<sup>th</sup> Street Cody, WY 82414

Phone: (307)5872958

Email: jkeenan@cityofcody.com

Istewart@ nmegco.com

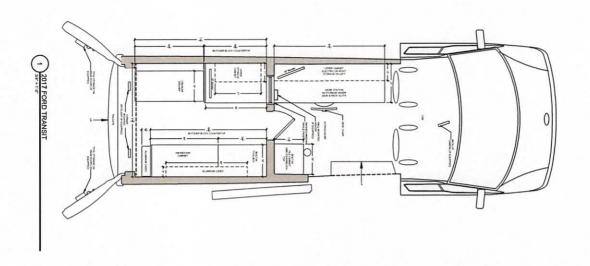
# "No Response" explanations:

Page 19, #2 - "Dealer order form showing all equipment being bid"

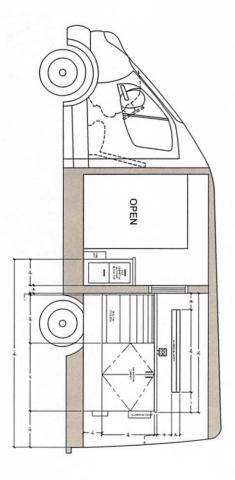
Build dates for the Ford Transit are not available therefore a build sheet was not available.

Please note in reference to Page #7, item #2 "Color Video Readable Resolution; minimum 530 HTV lines"

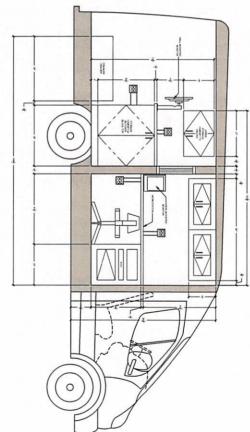
Full 1080P HD high resolution camera and system available to the City of Cody at no charge.



3 2017 FORD TRANSIT ELEVATION



2) 2017 FORD TRANSIT ELEVATION



Sheet Information 2017 FOW AN

Project Information Project Information 2017-1-10 2017-1

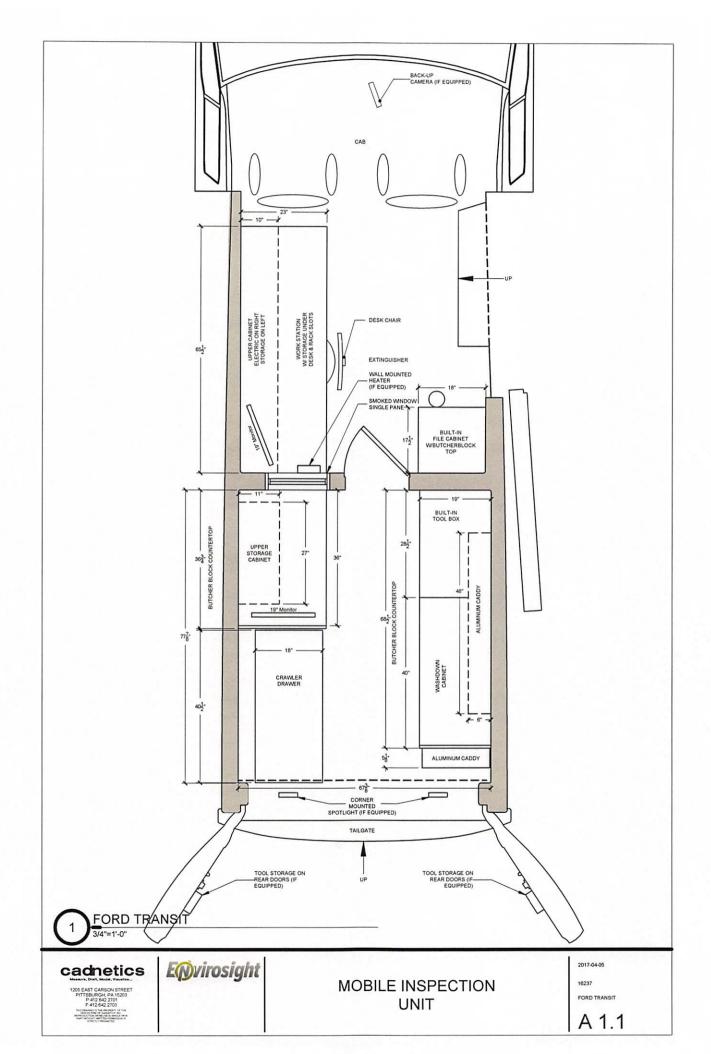
Professional Stamp

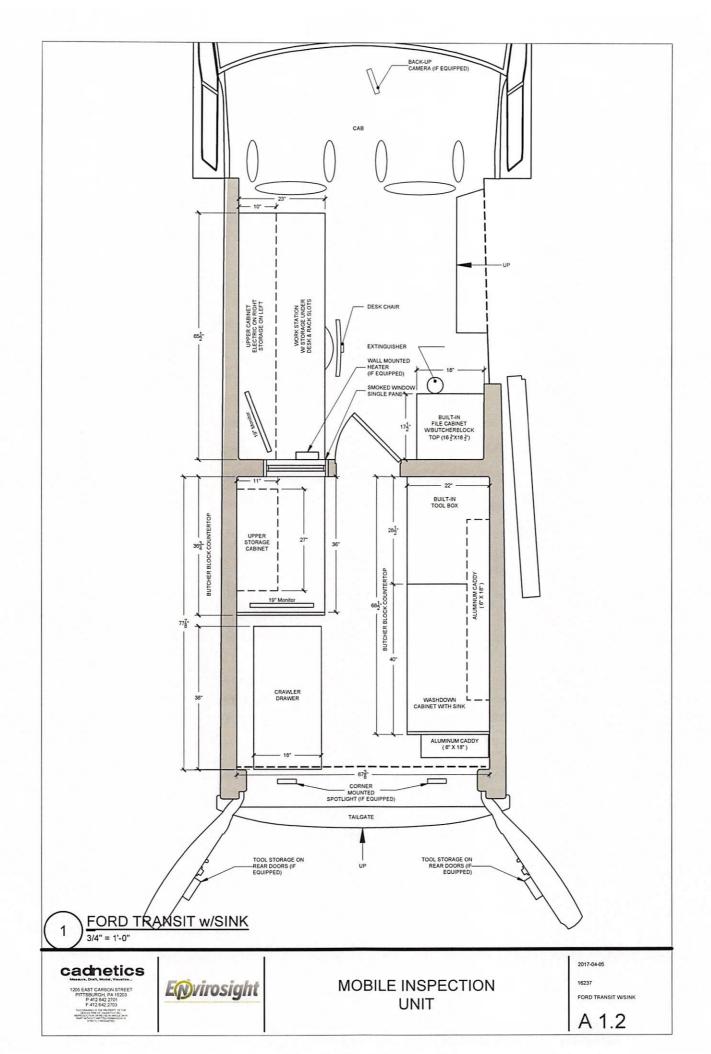
MOBILE INSPECTION UNIT

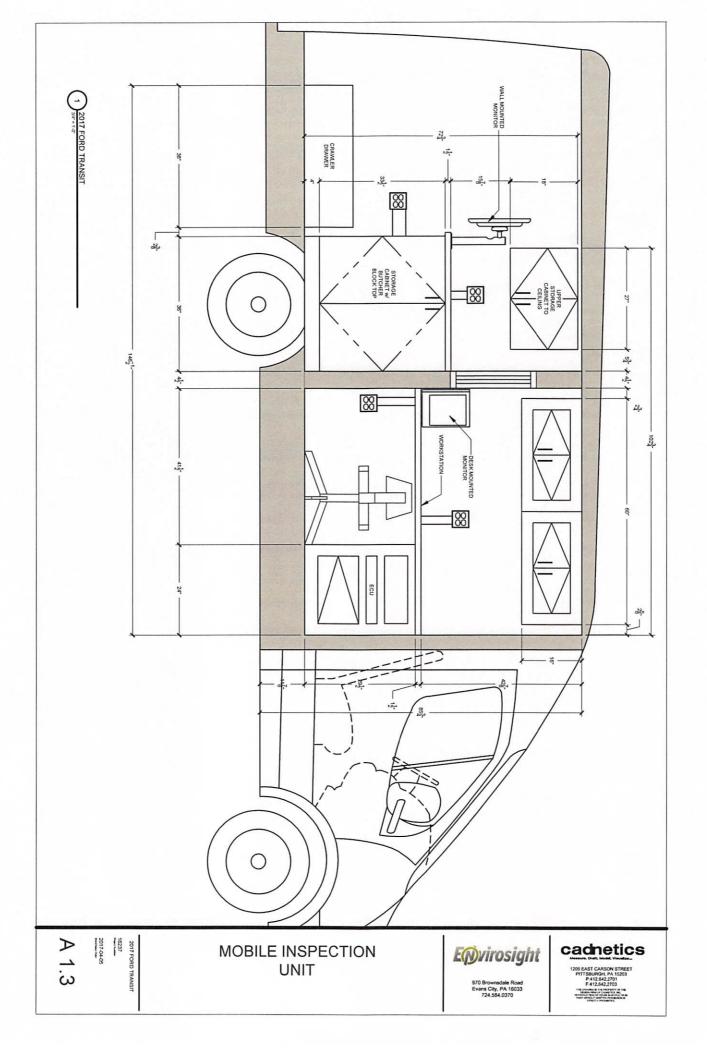


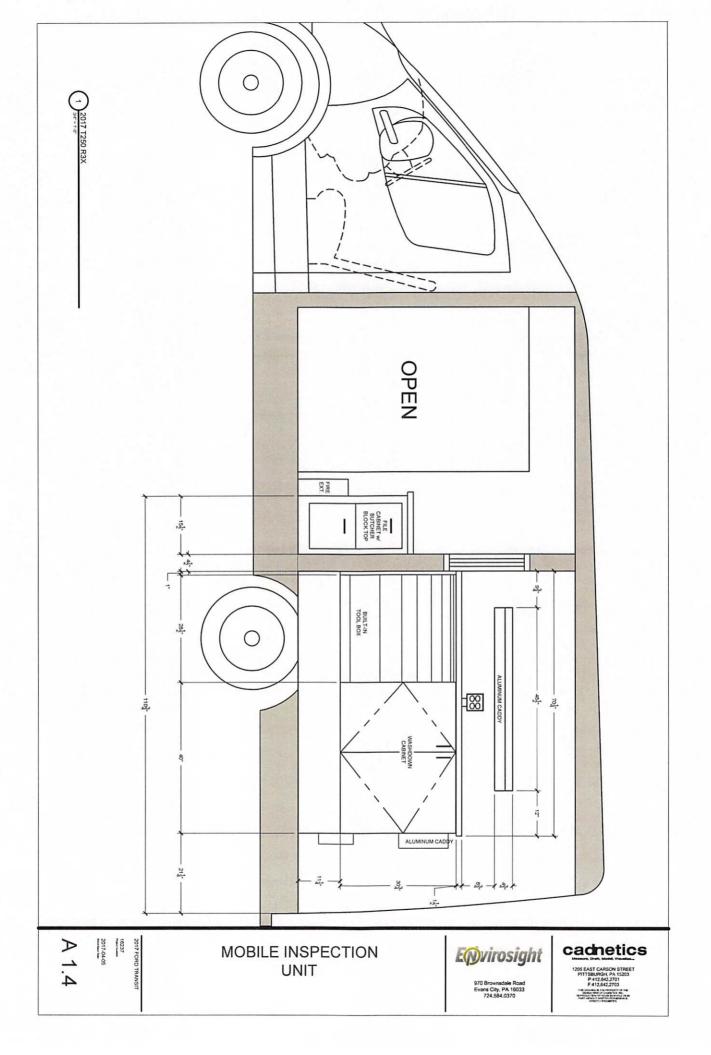
970 Brownsdale Road Evans City, PA 16033 724.584.0370













# **Envirosight Camera Inspection Equipment Customer Reference List**

Agency Name	Point of Contact	<u>Phone</u> <u>Number</u>	<u>Date Installed</u>	<u>Product</u>
City of Bismarck	Jeron Fueller	701-355-	June 2018	Rovver X, S400 Crawler
Bismarck, ND 58506		1721		F-550 4x4 16' Van Body Build-Out
City of Great Falls	Mike Judge	406-727-	April 2017	Rovver X, 14' Van Body Build-Out
Great Falls, MT 59403		8390		E450 Chassis
BIA Turtle Mountain	Kenny Azure	701-278-	March 2017	Rovver X, 14' Trailer
Belcourt, ND 58316		0554	MICE AND COMPANY OF THE PARTY OF	Build-Out
City of Colstrip	Brad Purdon	406-740-	November	Rovver X
Colstrip, MT		1790	2016	
City of Basin	Steve	307-250-	September	Rovver X w/Outpost
Basin, WY 82410	Vanderploeg	1079	2016	
A-1 Sanitation	Wade	406-212-	September	Rovver X
Kalispell, MT	O'Meyer	7725	2016	
City of East Helena	Scott	406-410-	May 2016	Rovver X
East Helena, MT	St. Clair	1125		
City of Red Lodge	Brian Hanna	406-426-	April 2016	Rovver X w/Outpost
Red Lodge, MT		0120		
City of Laurel	Guy Rolison	406-860-	October 2018	Rovver X
Laurel, MT		8139		
Straight Flush Drain Solutions	Joe Lienhard	406-899-	July 2018	Rovver X
Great Falls, MT		9108		
Roto Rooter	Chad Pfleger	701-471-	July 2018	Rovver X
Bismarck, ND		6989		
City of Kalispell	Joe Schrader	406-758-	April 2019	Rovver X, DCX5000 Controller,
Kalispell, MT		7989		Camera Elevator
Turtle Mountain BIA	Kenny Azure	701-278-	March 2017	Rovver X, 7'x14' Trailer Buildout
		0554		
City of Columbia Falls	Grady Jenkins	406-892-	May 2019	Rovver X
		4430		
PACE Inc.	Justin Whitmus	406-690-	June 2019	Rovver X
		4717		
City of Libby	Jeff Best	406-283-	June 2019	Rovver X
		1989		
Hunter Bros	Pat Hunter	406-491-	October 2020	Rovver X
		2498		
Town of Lovell	Adrin Mayes	307-272-	March 2021	Rovver X
		2543		
City of Dickinson	Duane	701-690-	April 2021	Rovver X, 2021 F-550 4x4 14' Van
	Zastoupil	9088		Body Buildout
USDA - NRCS	Brian Mager	701-530-	May 2021	Rovver X
0.11.16		2024	0 1 1 2001	D
Salish Kootenai Housing	Nolan Michel	406-675-	October 2021	Rovver X, RX95, 6'x12' Trailer
Authority City of Minot	Kevin Braaten	4491 701-857-	14 2000	Buildout Rovver X, RX130L, 7'x14' Trailer
	· · · · · · · · · · · · · · · · · · ·	1 //11 057	May 2022	ROWER X RX 13(1) /'YIA' Irailer



Quotation 3/2/2022

**Quote Number:** 

307187

Salesperson: Luke Stewart

Office: 406-453-4344 Cell: 406-750-3793

119 19th Street Cody, WY 82414

Phone: (307)5872958

Customer: City of Cody

Email: jkeenan@cityofcody.com

James Keenan

Istewart@ nmeqco.com

Quantity	Description	Unit Price	Total
1	Install new Rovver X CCTV inspection equipment as follows:  - Remove existing camera system complete from E-350 van - Install new Rovver X - Cable reel mounted at rear - Connection cable from reel to controller routed - Pickup and delivery included  Install Rovver X CCTV inspection equipment above in new Transit van when it is built  This option will allow the City of Cody to utilize the new inspection system and software while the Ford Transit van is being built.  Build times from Ford are uncertain currently.	\$3,225.00	\$3,225.00
		Quote Total:	\$3,225.00

Authorized By:	
Date:	
P.O. number:	

Prices do not include sales tax, F.E.T., or any applicable fees- F.O.B Cody, WY

MEETING DATE: 4/19/2022

**DEPARTMENT: PUBLIC WORKS - WASTEWATER** 

PREPARED BY: ROB KRAMER

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

# **AGENDA ITEM SUMMARY REPORT**

# Bid 2022-02 for (1) New 2022 or Newer Transit Cargo Van

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

Consider rejecting all bids for Bid 2022-02 to allow staff to rebid the unit at a later date.

#### **SUMMARY OF INFORMATION**

The approved FY 2022 Budget includes funding for a new cargo van to be upfitted with a CCTV pipe inspection system for use within the Wastewater Division. This van will replace a 1998 Chevrolet cargo van that currently houses the City's CCTV inspection equipment system, and this van and equipment combination will be sold at public auction upon replacement.

Bid packets were sent to Denny Menholt, Fremont Motor Companies, Greiner Ford of Casper, and Ken Garff Automotive. This bid was opened at City Hall on March 29, 2022, and two bidders submitted bids:

Greiner Ford of Casper, submitted one bid for a Ford R3X HR Cargo Van in the amount of \$45,631.00.

KGA-Chey LLC (Ken Garff Automotive), submitted one bid for a Ford R3X HR Cargo Van in the amount of \$48,900.00.

Based on discussions with both vendors submitting bids, City Staff believes that better pricing can be attained by rebidding this purchase around May of 2022 or later. Both bidders indicated that availability of this cargo van is very limited at their partnership dealers around the region and country, and that the manufacturers plan to release "build slots" starting in May that will allow for more accurate pricing on the bids. By waiting this additional amount of time, staff believes there could be a cost savings on the purchase and <u>no</u> difference in the date of actual delivery of the van.

City Staff recommends rejecting all bids for Bid 2022-02.

#### FISCAL IMPACT

The purchase of this equipment is funded in the approved FY 2022 Budget in the amount of \$40,000.00 within the Vehicle Replacement Fund.

### **ATTACHMENTS**

- 1. Bid Packet 2022-02 completed by Greiner Ford of Casper
- 2. Bid Packet 2022-02 completed by Ken Garff Cheyenne

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

- 1. Eric Suppes, Greiner Ford of Casper, <a href="mailto:esuppes@lithia.com">esuppes@lithia.com</a>
- 2. Ron Downey, KGA-Chey LLC, rdowney@kengarff.com

ΑŒ	ЭEΝ	Da i'	ГЕМ	NO.	
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#### Bid Proposal Form Bid No. 2022-02 (1) New 2022 or Newer Transit Cargo Van

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 Transit Cargo Van, 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. Envirosight Vehicle Build Center; 2070 North White Avenue, Laverne, California 91750 for upfitting, and following upfitting to 119 19th Street Cody, WY 82414.

Bid Schedule	Quantity	Unit	Total Price	
Bid for:			<sub>s</sub> 45,631	
Less trade if any:			\$(N/A	
Net Total Bid			<sub>s</sub> 45,631	

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	and acceptance of the unit.
Date 3-18-22	
	Signature
	Éric Suppes
	Typed or Printed Name
	Greiner Ford Of Casper
	Company
	3333 CY Ave.
	Mailing Address
	Casper, WY 82604
	City, State and Zip
	esuppes@lithia.com
	E-mail Address

# City of Cody Specifications for (1) New Transit Cargo Van

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

A. GENERAL	YES	NO
1. New Transit Cargo Van, Long Extended Length with High Roof, RWD	$\checkmark$	
2. Wheel base: Minimum 147"	$\checkmark$	
3. Overall height: Minimum 110"	$\checkmark$	
4. Exterior color: White	$\checkmark$	
5. Interior color: Dark Gray	$\checkmark$	
6. GVWR: 9,070lbs	$\checkmark$	
B. ENGINE AND POWER TRAIN		
1. Engine: 3.5L PFDi V6	$\checkmark$	
2. Engine block heater.	$\checkmark$	
3. Transmission: 10 speed automatic w/overdrive	$\checkmark$	
C. SUSPENSION & RUNNING GEAR		
1. Brakes: Four-wheel Anti-Lock Power Disc Brakes	$\checkmark$	
2. Wheels & Tires: (5) full size 16" on/off road All-Season wheels & tires.	$\checkmark$	
3. 4.10 Limited-slip axle ratio.	$\checkmark$	
D. ELECTRICAL SYSTEM		
1. Battery: Dual AGM	$\checkmark$	
2. Alternator: 250 amp	$\overline{\checkmark}$	
3. Auxiliary fuse panel.	$\checkmark$	
4. Modified vehicle wiring system for body builder.	$\checkmark$	
E. BODY & CAB		
1. Gauges/ Lights: Factory installed voltmeter, oil pressure and engine temp.	$\checkmark$	

BODY & CAB continued	YES	NO
2. Dual outside rear view mirrors, power adjust.	. 🗸	
3. Windows: Power windows w/light tinted glass.	$\checkmark$	
4. Heater and air conditioner: Factory installed, high output.	$\checkmark$	
5. Rear heat and A/C.	$\checkmark$	
6. Windshield wipers: Multi-speed w/intermittent system.	$\overline{\checkmark}$	
7. Radio: AM/FM stereo with dual USB ports and 4" multi-function display.	$\overline{\checkmark}$	
8. Door locks: Power door locks, w/(4) sets of keys, and remote keyless entry.	$\checkmark$	
9. D pillar assist handles.	$\overline{\checkmark}$	
10. Cloth bucket seats.	<u> </u>	Щ
11. Large center console.	$\checkmark$	
12. High capacity upfitter switches.	$\overline{\mathbf{V}}$	
13. Front vinyl flooring.	<b>✓</b>	
14. Heavy-duty cargo flooring.	$\overline{\checkmark}$	$\overline{\Box}$
15. Heavy-duty scuff plate.	$\overline{\mathbf{V}}$	$\sqsubseteq$
16. Cargo Access: Split Swing-Out	$\overline{\mathbf{A}}$	
17. Sliding rear passenger side door.	$\overline{\mathbf{A}}$	
18. Front and rear split view camera.	$\overline{\mathbf{A}}$	
19. Reverse and side sensing system.	V	브
20. Back-up alarm.	$\overline{\mathbf{A}}$	Щ
21. Front fog lamps.	$ \checkmark $	
F. MISCELLANEOUS		_
1. Full manufacturer's standard warranty.	<b>✓</b>	Щ
2. Dealer order form showing all equipment being bid.	$\overline{A}$	
3. Operator's manual.	<u> </u>	$\perp$
4. Wyoming Residency Certificate	$\checkmark$	



Preview Order 0000 -	R3X 250 Hi Roof ELWB Cargo RWD:	Order Summary Time o	of Preview: 03/17/2022 13:27:0	5	
Dealership Name: Gr	einer Ford of Casper				Sales Code: F56402
Dealer Rep.	ERIC SUPPES	Туре	Fleet Vehicle Lin	e Transit	Order Code 0000
Customer Name	city of cody	Priority Code F1	Model Yea	r 2022	Price Level 225
DESCRIPTION		MSRP	DESCRIPTION		MSRP
R3X0 T250 HR CARGO	RWD	\$42345	AUTO TEMP CONTROL		\$0
148" WHEELBASE		\$0	FRONT/REAR AIR CONDITIO	NING	\$860
TOTAL BASE VEHICLE		\$42345	SYNC 4 AM/FM BLUETOOTI	1	\$930
OXFORD WHITE		\$0	360-DEGREE CAMERA		\$1000
CLOTH		\$0	BLIND SPOT ASSIST 1.0		\$595
DARK PALAZZO GRAY		\$0	D-PILLAR ASSIST HANDLES		\$30
PREFERRED EQUIPMEN	NT PKG.101A	\$0	UPFITTER PACKAGE		\$610
.XL TRIM		\$0	.MODIFIED VEHICLE WIRIN	G SYS	\$0
3.5L PFDI V6 (GAS)		\$0	.DUAL BATTERIES (70 AMP-	HR)	\$0
.10-SPEED TRANSMISSI	ION	\$0	LARGE CENTER CONSOLE		\$0
.235/65R16C BSW ALL-	SEASON	\$0	AUXILIARY FUSE PANEL		\$0
4.10 LIMITED SLIP AXLE	<b>.</b>	\$0	HEAVY-DUTY SCUFF PLATE	кіт	\$325
JOB #1 ORDER		\$0	2 ADDITIONAL KEYS		\$75
FORD FLEET SPECIAL AI	DJUSTMENT	\$0	SIDE SENSING SYSTEM		\$480
FRONT LICENSE PLATE	BRACKET	\$0	E-85 FLEX FUEL CAPABLE		\$0
9070# GVWR PACKAGE	<b>:</b>	\$0	SPECIAL DEALER ACCOUNT	ADJUSTM	\$0
2WAY D/P NO ARM RES	ST PLZ CLTH	\$0	SPECIAL FLEET ACCOUNT C	REDIT	\$0
ENGINE BLOCK HEATER	R (400W)	\$75	FUEL CHARGE		\$0
50 STATE EMISSIONS		\$0	NET INVOICE FLEET OPTION	I (B4A)	\$0
BACK UP ALARM		\$145	PRICED DORA		\$0
REVERSE SENSING SYST	TEM	\$0	ADVERTISING ASSESSMENT		\$0
FRONT FOG LAMPS		\$0	DESTINATION & DELIVERY		\$1695
START/STOP SWITCH D	ELETE	\$0			
TOTAL BASE AND OPTI	ONS				MSRP   \$49165
DISCOUNTS	5113				NA
TOTAL					\$49165
ORDERING FIN: QQ11	7 END USER FIN: QQ117				
			Contract Provide		
Customer Name: Customer Address:			Customer Email:		
			Customer Phone:		
5 1					
					!
1					
			Customer Signature	This order has not been	Date submitted to the order bank.
				, ma oraci nua not been	This is not an invoice.
1			···		THIS IS NOT All HIVOICE.



# STATE OF WYOMING

## CERTIFICATE OF RESIDENCY



Contractor Number: 1635

THIS CERTIFIES THAT:

## LITHIA OF CASPER dba GREINER FORD OF CASPER

HAS BEEN GRANTED RESIDENCY STATUS PURSUANT TO WYOMING STATUTE 16-6-101, AS AMENDED. FIVE PERCENT PREFERENCE SHALL BE ALLOWED WHEN BIDDING ON ANY PUBLIC WORKS CONTRACT FOR A PERIOD OF ONE (1) YEAR FROM THE DATE CERTIFICATION IS GRANTED.

GRANTED THIS 14TH DAY of MARCH TWO THOUSAND AND 22

Michele Johnson, Program Manager

**EXPIRATION DATE: 3/13/2023** 

To verify the authenticity of the certificate, please contact our office at 307-777-7261 or visit wyomingworkforce.org/businesses/labor/info



CERTIFICATE SERIAL NUMBER: 1403202291

## Bid Proposal Form Bid No. 2022-02 (1) New 2022 or Newer Transit Cargo Van

City of Cody, Wyoming

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

Bid Schedule

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The undersigned Bidder agrees to provide (1) New 2022 or Newer Transit Cargo Van, 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. Envirosight Vehicle Build Genter; 2070 North White Avenue; Laverne; California

**Total Price** 

40 amorco

91750 for upfitting, and following upfitting to 1.19.19th Street Cody, WY 82414.

Unit

Quantity

subject to budget appropriation for this purchase.

Bid for:	\$
Less trade if any:	\$()
Net Total Bid	s 48,900°°
The undersigned warrants that he/she has read and understand encloses a bid bond in the amount of not less than five percen	
price represents all costs to the City of Cody including deliver	ry, setup, installation and testing of providing the unit
in accordance with the specifications therefore. All bid guara cashier's check or money order. No personal or business chec	cks will be accepted as a bid guarantee. If a bid is
received without the necessary 5% bid guarantee it will be rej	
Governing Body of the City of Cody shall determine in its sol	le 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

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.

Payme	nt shall be made within 30 days afte	r the delivery and acceptance of the unit.
	3/21/2022	4350
		Signature
		Kon Downey
		Typed or Printed Name
		KGA-Cher LLC
		Company
		2200 Westland Rd
		Mailing Address
		Chevenne WY 82001
		City, State and Zip
		rdowney@kengarff.com
		E-mail Address

# City of Cody Specifications for (1) New Transit Cargo Van

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

A. GENERAL	YES	NO
1. New Transit Cargo Van, Long Extended Length with High Roof, RWD		
2. Wheel base: Minimum 147"	V	
3. Overall height: Minimum 110"	~	
4. Exterior color: White		
5. Interior color: Dark Gray	V	
6. GVWR: 9,070lbs	$\checkmark$	
B. ENGINE AND POWER TRAIN		
1. Engine: 3.5L PFDi V6	V	
2. Engine block heater.	~	
3. Transmission: 10 speed automatic w/overdrive	~	
C. SUSPENSION & RUNNING GEAR		
1. Brakes: Four-wheel Anti-Lock Power Disc Brakes		
2. Wheels & Tires: (5) full size 16" on/off road All-Season wheels & tires.	~	
3. 4.10 Limited-slip axle ratio.	✓	
D. ELECTRICAL SYSTEM		
1. Battery: Dual AGM	~	
2. Alternator: 250 amp	V	
3. Auxiliary fuse panel.	~	
4. Modified vehicle wiring system for body builder.	V	
E. BODY & CAB		
1. Gauges/ Lights: Factory installed voltmeter, oil pressure and engine temp.		Voltmeter not available from wanufacturer. thas battery light for low voltage. 4
EN GARFF CHEYENNE		Has battery light for low vatage. 4

2200 WESTLAND RD CHEYENNE, WY 82001

BODY & CAB continued	YES	NO
2. Dual outside rear view mirrors, power adjust.		
3. Windows: Power windows w/light tinted glass.	V	
4. Heater and air conditioner: Factory installed, high output.	V	
5. Rear heat and A/C.	~	
6. Windshield wipers: Multi-speed w/intermittent system.	V	
7. Radio: AM/FM stereo with dual USB ports and 4" multi-function display.	~	
8. Door locks: Power door locks, $w/(4)$ sets of keys, and remote keyless entry.	~	
9. D pillar assist handles.	V	
10. Cloth bucket seats.	~	
11. Large center console.	V	
12. High capacity upfitter switches.	~	
13. Front vinyl flooring.	V	
14. Heavy-duty cargo flooring.		I take exception. Not available with rear heat
15. Heavy-duty scuff plate.		take exception-not availa
16. Cargo Access: Split Swing-Out	~	
17. Sliding rear passenger side door.		
18. Front and rear split view camera.	~	
19. Reverse and side sensing system.	·	
20. Back-up alarm.	~	
21. Front fog lamps.	V	
F. MISCELLANEOUS		_
1. Full manufacturer's standard warranty.	L	
2. Dealer order form showing all equipment being bid.	i	
3. Operator's manual.		
4. Wyoming Residency Certificate		

2200 WESTLAND RD CHEYENNE, WY 82001

	CNGP!	530	VEI	HICLE ORDER	CONFI	RMATION		03/21/2	22 16:16:2	1
	==>			2023				Dea.	ler: F5642	2
	10 mm	· · · · · · · · · · · · · · · · · · ·		2022 TRANS	IT NA	*			age: 1 of :	
	Orde	r No: D700 P	riority:	F1 Ord FIN	N: QQ1:	17 Order	Type: 5E	3 Price	Level: 22	5
	Ord I	PEP: 101A Cust	/Flt Name	e: CODY		PO N	umber:			
		*		DLR INV				RETAIL	DLR INV	
	R3X	HR CARGO RWD	\$42345	\$40228.00	20B	9070# GVW	R	NC	NC	
		148" WHEELBASE			21L	2W D/P PL	Z CLT	115	104.00	
	YZ	OXFORD WHITE			41H	ENG BLK H	EATER	75	69.00	
	C	CLOTH			425	50 STATE	EMISS	NC	NC	
	K	PALAZZO GRAY			43B	BACK UP A	LARM	145	132.00	
1	.01A	PREF EQUIP PKG	i		43R	REVR SENS	SYSTM	NC	NC	
		.XL TRIM			55D	FRONT FOG	LAMPS	NC	NC	
	998	3.5L PFDI V6			57A	S/ST SWITE	CH DEL	NC	NC	
	44U	.10-SPEED TRAN	IS							
	TC8	.235/65R16C BS	SW		TOTAL	BASE AND (	OPTIONS	48955	43100.65	
	X4L	4.10 LS	NC	NC	TOTAL			48955	43100.65	
		JOB #1 ORDER			*THIS	IS NOT AN	INVOICE	*		
		CA BOARD FEES	NC	.65						
		FLEET SPCL ADJ	NC	(440.00)	* MORE	ORDER IN	FO NEXT	PAGE *		
		FRT LICENSE BK	T NC	NC		F	8=Next			
	F1=He	elp	F2=R6	eturn to Ord	der		F3/F	12=Veh	Ord Menu	

QC00700

F4=Submit F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

CNGP	530	VEH:	ICLE ORDER	CONFIRMATION	03/21	/22 16:16:45
==>			2023			aler: F56422
				IT NA		Page: 2 of 2
Orde	r No: D700 Prio	ority:	F1 Ord FI	N: 00117 Order		
	PEP: 101A Cust/FI					
or a		RETAIL				DLR INV
57C	AUTO TEMP CNTRL			SP FLT A		
57G						
58B					FLT OPT NC	
61D	TOWNS TO SECURE THE SECURE OF SECURE					1695.00
65A	BLIND SPOT ASST		542.00	DEST AND		
66C			28.00	TOTAL BASE AND	OPTIONS 48955	43100.65
67C			555.00		48955	
53K	.MOD WIRING SYS	010	333.00	*THIS IS NOT A		.5200.00
63E	.DUAL BATTERIES			IIITO TO NOT A	IN THIOTEL	
67E	.LARGE CNTR CNSL			SHIP-TO: 71D06	7	
	.AUX FUSE PANEL			Col 10	EN GARFF CH	<b>IEYENNE</b>
87E	The state of the s	75	60.00		2200CWESTLA	
86F			69.00			
94A	SIDE SENS SYSTM	480	437.00	C	HEYENNE, W	Y 8200
98F	FLEX FUEL CAPBL	NC	NC		EZ Duov	
	SP DLR ACCT ADJ		(1582.00)		F7=Prev	

#### QUICK REFERENCE: WARRANTY COVERAGE

This chart gives a general summary of your warranty coverage provided by Ford Motor Company under the **New Vehicle Limited Warranty**. Please refer to the description of warranty coverage for more specific information.

For each type of coverage, the chart shows two measures:

- · years in service
- · miles driven



The measure that occurs first determines how long your coverage lasts. For example: Your Bumper to Bumper Coverage lasts for three years - unless you drive more than 36,000 miles before three years elapse. In that case, your coverage ends at 36,000 miles.

For more details on coverage, see:

- **➡** What is Covered? (pages 9-13)
- **→ What is Not Covered?** (pages 13-16)

KEN GARFF CHEYENNE 2200 WESTLAND RD CHEYENNE, WY 82001



# STATE OF WYOMING CERTIFICATE OF RESIDENCY



Contractor Number: 2063

THIS CERTIFIES THAT:

## KGA-CHEY, LLC

HAS BEEN GRANTED RESIDENCY STATUS PURSUANT TO WYOMING STATUTE 16-6-101, AS AMENDED. FIVE PERCENT PREFERENCE SHALL BE ALLOWED WHEN BIDDING ON ANY PUBLIC WORKS CONTRACT FOR A PERIOD OF ONE (1) YEAR FROM THE DATE CERTIFICATION IS GRANTED.

**GRANTED THIS 4TH DAY of NOVEMBER TWO THOUSAND AND 21** 

Trevor Mansfield, Business Manager

**EXPIRATION DATE: 11/3/2022** 

To verify the authenticity of the certificate, please contact our office at 307-777-7261 or visit wyomingworkforce.org/businesses/labor/info



**CERTIFICATE SERIAL NUMBER: 0411202137** 

MEETING DATE: APRIL 19, 2022

DEPARTMENT: PUBLIC WORKS - STREETS
PREPARED BY: PHILLIP M. BOWMAN, P.E.
PRESENTED BY: PHILLIP M. BOWMAN, P.E.

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#### AGENDA ITEM SUMMARY REPORT

Authorize the Mayor to sign and execute the Amended Cooperative Agreement between the Wyoming Department of Transportation, City of Cody, and Park County for continued participation in the Urban Systems Program

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

Authorize the Mayor to sign and execute the Amended Cooperative Agreement and all associated documents for continued participation in the WYDOT Urban Systems Program.

#### **SUMMARY OF INFORMATION**

The City of Cody and Park County participate in the Wyoming Department of Transportation (WYDOT) Urban Systems Program to receive funding for the Cody Urban Area comprised primarily of the incorporated City limits and some unincorporated area to the east of the City. This program provides Urban Systems Funding each year for use on eligible projects within the Cody Urban Area, and the funding is usually built-up in the City's account for five to ten years for use on larger design and construction projects. The previous version of the Cooperative Agreement between WYDOT, the City of Cody, and Park County was executed in January 2001, and this Amended Cooperative Agreement captures numerous updates and modifications required by WYDOT for continued participation in the Urban Systems Program.

The Park County Attorney previously reviewed the Amended Cooperative Agreement, and provided comments to WYDOT for requested revisions. The version of the agreement attached contains those revisions, and is scheduled for approval by the Park County Board of Commissioners at their meeting on Tuesday, April 19, 2022. The City Attorney has also reviewed the original and revised version of the Agreement.

This Amended Cooperative Agreement, the Cody Urban Systems and Traffic Committee, and the committee appointments were presented for discussion with the City Council at the Work Session held on March 8, 2022.

#### **FISCAL IMPACT**

Per the conditions of the Cooperative Agreement, the Cody Urban Area fund will receive \$172,825.00 of funding per year for eligible projects. This funding is typically saved for several years to build up the account balance, and larger projects are generally completed every five to ten years. The current Cody Urban Area fund balance is \$1,735,901 and will increase in October 2022 with the additional funds deposited by WYDOT with their FY 2023 Budget.

#### **ATTACHMENTS**

- 1. Amended and Restated Cooperative Agreement among the Wyoming Department of Transportation, City of Cody, and Park County
- 2. Cooperative Agreement for the Planning, Designation, and Maintenance of Urban Transportation Systems (original agreement), executed January 2001

A	GEN	IDA	<b>ITEM</b>	NO.	
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#### AMENDED AND RESTATED COOPERATIVE AGREEMENT AMONG THE WYOMING DEPARTMENT OF TRANSPORTATION, CITY OF CODY AND PARK COUNTY

- 1. Parties. The parties to this Amended and Restated Agreement (Agreement) are the Wyoming Department of Transportation (WYDOT) whose address is: 5300 Bishop Boulevard, Cheyenne, WY 82009-3340, the City of Cody, (City) whose address is: 1338 Rumsey Avenue, Cody, WY 82414 and Park County (County) whose address is: 1002 Sheridan Avenue, Cody, WY 82414.
- **Purpose of Agreement.** The purpose of this Agreement is to: amend and restate the agreement among the WYDOT, the City, and the County dated January 29, 2001 (the Original Agreement), in its entirety, and to set forth the terms and conditions by which the parties will participate in WYDOT's Urban Systems Program in the Cody Urban Area, Park County, Wyoming.

The Original Agreement, dated January 29, 2001, set forth the terms and conditions by which the parties would participate in WYDOT's Urban Systems Program in the Cody Urban Area, Park County, Wyoming.

**Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of the Agreement shall remain in full force and effect until terminated. This Agreement is intended to span the duration of the FAST Act (Fixing America's Surface Transportation) highway legislation and any related extensions, continuing resolutions, or modifications to this legislation.

#### 4. Funding.

A. The Surface Transportation Program Urban (STP-U) fund balance is administered and held in trust by WYDOT and is funded at the discretion of the Transportation Commission of Wyoming. WYDOT may distribute STP-U funds for preliminary engineering as well as construction of Urban System projects. WYDOT will allocate and distribute the funds to the urban areas in Wyoming that in the Urban Program according to the following formula:

Corporate Boundary population

Total corporate population of all Urban Systems areas in Wyoming

The total annual allocation to the Cody Urban Systems Program under this MOU shall be approximately One hundred seventy-two thousand eight hundred twenty-

five dollars (\$172,825.00). This amount may be adjusted at the time of the decennial census when population numbers become available and/or if the Transportation Commission adjusts the total allocation.

**B.** WYDOT agrees to pay a maximum of ninety and forty-nine hundredths percent (90.49%) of the total cost of any Urban Systems projects utilizing Urban Systems funds. The City and/or County agree to reimburse a combined minimum of nine and fifty-one hundredths percent (9.51%) local match of the total cost of any Urban Systems projects utilizing Urban Systems funds. The local match shall be paid by the appropriate local governing agency for all project activities charged to the Urban Systems Program, within the boundaries shown in Attachment A, which is attached to and incorporated into this Agreement by this reference. The total project reimbursement dollar amount under this Agreement by the City and County shall be set by individual Urban Systems project agreements.

#### **Responsibilities of the City and County**. The City and County shall:

- **A.** Jointly Plan and participate in WYDOT's Urban Systems Program in accordance with WYDOT's Operating Policy 2-4, as may be amended from time to time, and which is incorporated into this Agreement by this reference, or as directed by WYDOT.
- **B.** Reimburse WYDOT in accordance with Section 4, above.
- **C.** Be responsible for any costs beyond the maximum amount of funding set forth in Section 4, above.
- **D.** Ensure that the Special and General Provisions contained in this Agreement also apply to any consultants hired by the City or County under this Agreement.

#### **Responsibilities of WYDOT**. WYDOT shall:

- **A.** Provide planning, organization, and construction assistance for urban transportation system improvements intended to benefit the traveling public, to include increasing street and highway system traffic capacity and improving safety.
- **B.** Set aside STP-U funds on an annual basis and pay for the projects funded by this Agreement in accordance with Section 4, above.

#### 7. <u>Federal Special Provisions</u>.

**A. Administration of Federal Funds.** The City and County agree their use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; any additional requirements set forth by the federal funding

- agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by WYDOT.
- **B. Assumption of Risk.** The City and County shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the City or County's failure to comply with state or federal requirements. WYDOT shall notify the City and County of any state or federal determination of noncompliance.
- **C. Conflict of interest**. Per 2 CFR 200.112, the City and County must disclose in writing any potential conflict of interest to WYDOT including financial or other personal interests.
- D. Copyright License and Patent Rights. The City and County acknowledges that federal grantor, the State of Wyoming, and WYDOT reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which the City or County purchases ownership using funds awarded under this Agreement. The City and County must consult with WYDOT regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- **E. Environmental Policy Acts.** The City and County agree all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- F. Federal Audit Requirements. The City and County agree that if either expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, that entity must undergo and organization-wide financial and compliance single audit. The City and County agree to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Agreement, the City and County shall provide one (1) copy of the audit report to WYDOT and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to WYDOT's records.
- **G. Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
  - (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect:

- (ii) Procures a commercial sex act during the period of time that the award is in effect; or
- (iii) Uses forced labor in the performance of the award or subawards under the award.
- **H. Kickbacks.** The City and County certify and warrant that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the City or County breach or violate this warranty, WYDOT may, at its discretion, terminate this Agreement without liability to WYDOT, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- **Limitations on Lobbying Activities.** By signing this Agreement, the City and County certify and agree that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the City or County or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- **J. Mandatory Disclosures**. Per 2CFR 200.113, the City and County must disclose, in a timely manner, in writing to WYDOT all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for noncompliance including suspension or debarment.
- **K. Monitoring Activities.** WYDOT shall have the right to monitor all activities related to this Agreement that are performed by the City and County or their subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of Agreement related work.
- **L. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- M. Non-Supplanting Certification. The City and County hereby affirm that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. The City and County should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.

- **N. Nondiscrimination.** The City and County shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
- **O. Program Income.** The City and County shall not deposit grant funds in an interest bearing account without prior approval of WYDOT. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to WYDOT.
- **P. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the City or County and related to the services and work to be performed under this Agreement, shall identify WYDOT and the Federal Highway Administration as the sponsoring agency and shall not be released without prior written approval of WYDOT.
- Q. Suspension and Debarment. By signing this Agreement, the City and County certify that neither they nor their principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, the City and County agree to notify WYDOT by certified mail should it or any of their principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.
- **8. State General Provisions.** Pursuant to WYDOT's written notice to proceed, the City and County agree to undertake and prosecute the work hereunder in accordance with the schedule of conditions set forth herein.
  - **A. Amendments.** Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
  - **B.** Applicable Law, Rules of Construction, and Venue. The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer

to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

- C. Assignment Prohibited and Agreement Shall Not be Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The City and County shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of WYDOT.
- **D.** Auditing and Access to Records. The City and County may be subject to monitoring activities by WYDOT including on-site visits, review of supporting documents, and limited scope audits. WYDOT and its representatives shall have access to any books, documents, papers, electronic data, and records of the City and County which are pertinent to this Agreement. All records relevant to this Agreement are subject to audit, including the assessment of the City's and County's overall accounting and internal control system.
- E. Availability of Funds. Each payment obligation of WYDOT is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for the continued performance of the Agreement, the Agreement may be terminated by WYDOT at the end of the period for which the funds are available. WYDOT shall notify the City and the County at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to WYDOT in the event this provision is exercised, and WYDOT shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- **F.** Award of Related Contracts. WYDOT may undertake or award supplemental or successor agreements for work related to this Agreement or may award agreements to other contractors for work related to this Agreement. The City and County shall cooperate fully with other contractors and WYDOT in all such cases.
- **G. Compliance with Laws.** The City and County shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.
- **H.** Confidentiality of Information. Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the City and/or County in the performance of this Agreement shall

be kept confidential by the City and County unless written permission is granted by WYDOT for its release. If and when the City or County receive a request for information subject to this Agreement, the City or County shall notify WYDOT within ten (10) days of such request and shall not release such information to a third party unless directed to do so by WYDOT.

- **I.** Entirety of Agreement. The Original Agreement, consisting of three (3) pages; the Exhibits, consisting of the pages stamped thereon; This Agreement, consisting of eleven (11) pages; and Attachment A, Cody Urban Systems Boundary Map, consisting of one (1) page, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment, exhibit, or document incorporated by reference, the language of this Agreement shall control.
- **J. Ethics.** The City and County shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (W.S. § 9-13-101, *et seq.*), and any and all ethical standards governing the City and County's profession.
- **K. Force Majeure.** No party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other parties of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- **L. Indemnification.** Except as provided in Section 8(Q) below, all parties to this Agreement shall assume the risk of any liability arising from their own conduct. No party agrees to insure, defend or indemnify the other parties.
- M. Independent Contractor. The City and County shall function as independent contractors for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the City and County shall be free from control or direction over the details of the performance of services under this Agreement. The City and County shall assume sole responsibility for any debts or liabilities that may be incurred by the City and County in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the City or County or their agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or WYDOT, or to incur any obligation of any kind on the behalf of the

State of Wyoming or WYDOT. The City and County agree that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the City and County or the City's and County's agents or employees as a result of this Agreement.

- N. Insurance Requirements. The City and County are protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, et seq., and certify that they each are members of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, et seq., and shall provide letters verifying their participation in the WARM or LGLP to WYDOT.
- **O. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- P. Ownership and Return of Documents and Information. WYDOT is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the City and/or County in the performance of this Agreement. Upon termination of services, for any reason, the City and/or County agree to return all such original and derivative information and documents to WYDOT in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.
- Q. Patent or Copyright Protection, and Rights in Data. The City and County recognize that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the City and/or County or its Consultants shall violate any such restriction. The City and/or County shall defend and indemnify WYDOT for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.

Copyrighting or other exclusions placed on any documents or materials developed by a consultant, its sublets, agents or assigns under this Agreement are prohibited.

Data produced, furnished, acquired, or used in meeting the terms and conditions of this Agreement shall be available to WYDOT and/or the federal funding agency with unlimited rights. Data means all recorded information, regardless of form, to include both technical – scientific or technical nature – and computer software information. It does not include information related to administration of the Agreement such as financial, cost or pricing, or management information. Unlimited rights means that the state or federal agency has the right to use, disclose, reproduce, and distribute the data in any manner and for any purpose,

- and to permit others to also have unlimited rights. Meanings and uses described in this Section 8 (P) are superseded and/or supplemented by 48 CFR 52.227-14.
- **R. Prior Approval.** This Agreement shall not be binding upon any party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- **S. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- **T. Sovereign Immunity and Limitations.** Pursuant to W.S. § 1-39-104(a), the State of Wyoming and WYDOT expressly reserve sovereign immunity by entering into this Agreement and the City and the County expressly reserve governmental immunity. Each of them specifically retain all immunities and defenses available to them as sovereign or governmental entities pursuant to W.S. § 1-39-101, et seq., and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- **U. Taxes.** The City and County shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- V. Termination of Agreement. This Agreement may be terminated, without cause, by any party upon thirty (30) days written notice. If the City or County terminates this Agreement prior to project completion then the City and County will reimburse WYDOT for all federal-aid funds expended. This Agreement may be terminated by WYDOT immediately for cause if the City or County fails to perform in accordance with the terms of this Agreement.
- W. Third-Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

- **X. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- Y. Titles Not Controlling. Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- **Z. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- **AA.** Counterparts. This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the City or County of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to WYDOT.

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9.	Signatures. The parties to this Agreement, either personally or through their duly
	authorized representatives, have executed this Agreement on the dates set out below, and
	certify that they have read, understood, and agreed to the terms and conditions of this
	Agreement.

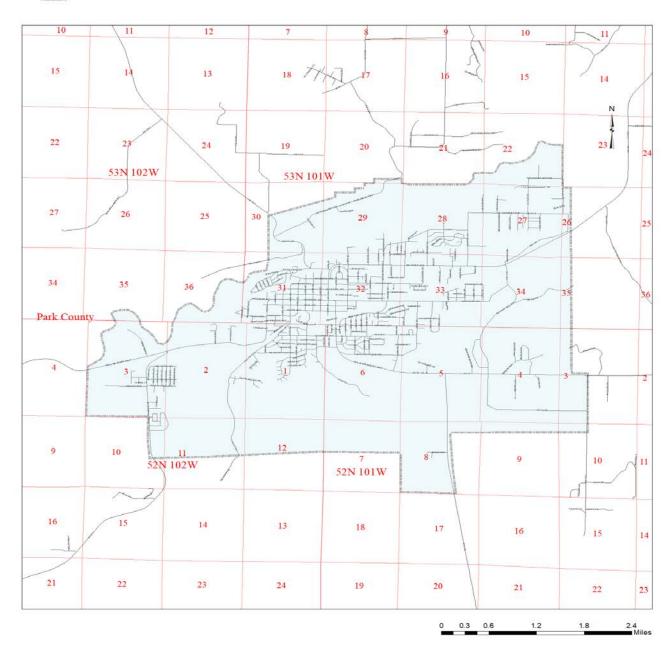
The Effective Date of this Agreement is the date of the signature last affixed to this page.

WYOMING DEPARTMENT OF TRANSPORTATION	
Mark Gillett, P.E., Chief Engineer	Date
CITY OF CODY	
Matt Hall, Mayor	Date
ATTESTED BY:	
Cynthia Baker, Administrative Services Officer	
PARK COUNTY	
Dossie Overfield, Chairman	Date
ATTESTED BY:	
Colleen Renner, County Clerk	
ATTORNEY GENERAL'S OFFICE: APPROVAL AS T	O FORM
Alysia Goldman, Assistant Attorney General	Date

## Cody

#### Legend

URBAN BOUNDARIES



Date Saved: 2/7/2020 12:08:28 PM

#### COOPERATIVE AGREEMENT

#### for the

### PLANNING, DESIGNATION, AND MAINTENANCE

of

#### URBAN TRANSPORTATION SYSTEMS

THIS	AGREEMENT, entered into this	29	day of	January	
¥\$200	$2^1$ by and between the CITY OF $\underline{\mathbb{C}}$		_ WYOMING,	hereinafter	
	ed to as the "CITY", THE COUNTY				
referre	ed to as the "COUNTY" and the WY	YOMING	DEPARTME	NT OF TRANS	PORTATION,
herein	after referred to as the "DEPARTM	ENT".		¢	
WHEI partici	IESSETH: REAS, the DEPARTMENT, the CO ipate in the DEPARTMENT's Urba Rev.) Dated June 23, 1997, and				
constr	REAS, the purpose of this Urban Syruction assistance for urban transporting public, to include increasing street, and	rtation sy	stem improven	nents intended t	o benefit the
WHE	REAS, an official Urban System of	streets ar	nd roadways fo	or the city of	Cody
	be developed cooperatively by the C				
	vement projects designated therefor		\		
NOW	T, THEREFORE, in consideration on, the parties hereto agree as follows	of the pres	nises and the n	nutual benefits t	o be derived
1.	The DEPARTMENT will prepare obtain endorsement of the CITY Administration, and construct the the CITY and/or COUNTY doing	and/or C improve	OUNTY and to	he Federal High ract and/or by fo	way orce account with

Where system jurisdiction is defined as local, participating costs for individual project

preliminary engineering, right-of-way, utilities, and construction by the CITY, the COUNTY, and the Federal Highway Administration will be covered by separate agreement between the DEPARTMENT, as Program Administrator, and other affected agencies after plans are completed and the estimated cost is determined.

#### 2. The CITY and COUNTY Agree:

- A. To maintain, at their own expense and in a manner acceptable to the DEPARTMENT and Federal Highway Administration, the Urban System improvements constructed under the Agreement, with specific reference to roadways having local jurisdiction, and to make ample provision for continuance of such maintenance. Failure to properly maintain said improvements will disqualify the CITY and/or COUNTY from future Federal-aid participation on projects for which the local jurisdiction has responsibility until appropriate means for adequate maintenance have been taken and are found to be satisfactory to the DEPARTMENT.
- B. Local and State jurisdiction will be shown on a map to be developed as a part of the transportation planning analysis, and will become a part of this Agreement by reference under the designation of "Exhibit A."
- C. To obtain concurrence of the DEPARTMENT and Federal Highway Administration prior to making any changes in the improvements constructed under this Agreement.
- 3. The DEPARTMENT, the CITY, and COUNTY agree to adopt a set of BYLAWS for the efficient operation of the Urban Systems Committee and will become a part of this Agreement by reference under the designation of "Exhibit B."
- 4. This Agreement shall be binding upon and inure to the parties hereto, their successors, or assigns. It is understood that this Agreement is subject to continued availability of federal-aid funding and that it may be amended or terminated by any of the parties upon mutual written agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under their respective names and seals through their duly authorized officers, the day and year first above written.

	TITLE Ken Stockwell, Mayor
TITLE Kelly Jensen-Webster	TITLE / Ken Stockwell, Mayor
Director of Administrative Ser	vicery of Cody
ATTEST:	
NAME Faren Carter	NAME I made Mauson
TITLE Park County Clark	TITLE CHAIRMAN PARK CANTY BOARD
No Marie Control of the Control of t	OF COUNTY COMMISSIONERS COUNTY
	0 0 -1 10/1
	NAME Robert Milleurs
	TITLE STATE PLANNING ENGINEER

WYDOT

ATTEST:

Cody	URBAN SYSTEM ADVISORY COMMITTEE
------	---------------------------------

#### **BYLAWS**

#### Purpose and Duties

This Committee shall be a transportation advisory committee to the local city and county governments. The purpose of the Committee is to evaluate the transportation needs of the urban area, compile and prioritize a list of potential improvement projects constrained by available federal and local matching funds, and submit said list to the appropriate governing bodies for their approval. The Committee shall follow the procedures outlined in Wyoming Department of Transportation Operating Policy 2-4, Urban System Program (attached).

#### **Membership**

As a minimum, voting membership of the Committee shall consist of 4\_representatives appointed by the City Council, 2\_citizen representatives appointed by the City Council, 1\_representatives appointed by the County Commissioners, 1\_citizen representatives appointed by the County Commissioners, one WYDOT representative from the District, and one WYDOT representative from the Planning Program. The WYDOT Planning Program representative shall be a non-voting member except in the absence of the WYDOT District representative. Members shall serve \_\_3\_ year terms, and may be removed, with or without cause, by the entity which appointed them. A list of the members, and the entity they represent, shall be prepared by the Recording Secretary and distributed to the membership.

#### **Officers**

The officers of the Committee shall consist of a Chairman, Vice Chairman, and Recording Secretary, and such other officers as the Committee may wish to appoint. The officers shall be elected by the Committee membership at its annual meeting for 3 years without limitations of reelection. The duties of the officers shall be those normally associated with the offices.

#### Meetings

The Committee shall hold an annual meeting during the month of May The Committee shall meet at other times, as necessary, on call of its Chairman, in coordination with the WYDOT Planning Program representative. Fixe of the voting membership of the Committee shall constitute a quorum. Roberts Rules of Order shall govern the conduct of all meetings of the Committee, except for rules set forth or adopted by the Committee. Minutes of the meeting will be prepared by the Recording Secretary and distributed to the membership within two weeks following each meeting...

## Adoption and Amendment

The Bylaws for the Urban Systems Advisory Committee may be adopted and amended by the affirmative vote of a majority of the members, providing a quorum is present.

MEETING DATE: APRIL 19, 2022

DEPARTMENT: COMMUNITY DEVELOPMENT

PREPARED BY: TODD STOWELL

CITY ADM. APPROVAL:

PRESENTED BY: TODD STOWELL

## AGENDA ITEM SUMMARY REPORT The Final Plat of the Pederson Minor Subdivision

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

Approve the final plat for the Pederson Minor Subdivision, a 2-lot subdivision, subject to conditions of approval.

#### **SUMMARY**

Mikel and Retha Pederson have submitted the final plat application for their 2-lot subdivision at 225 Robert Street. The proposal will divide a 1.5-acre property into two lots. The property is located in the medium-high density residential (R-3) zoning district. The final plat drawing is attached.

#### **SUBDIVISION REGULATIONS**

The subdivision ordinance requirements were reviewed with the preliminary plat. The final plat is attached, as well as an "Improvement Plan" sheet showing the improvements for the pathway and irrigation pipeline.

Variances approved with the preliminary plat are as follows:

- 1. Variance to the alley requirement.
- 2. Variance to not dedicate any additional right-of-way for Robert Street.
- 3. Variance to the streetlighting requirement.
- 4. Variance to the block length requirement.

#### Status of Preliminary Plat Conditions:

The conditions of the preliminary plat were as follows. The status of each condition is noted.

1. The applicant shall have a minimum 8-foot-wide pathway designed and installed along the Robert Street frontage of the property. The plans must be approved by Public Works and installation must meet City standards. Installation must occur prior to a building permit being issued for Lot 16B, or any additional development of Lot 16A, whichever occurs first. If the work is not done before the final plat is recorded, include a note on the final plat about the outstanding requirement.

Status: The pathway is shown on the attached "Improvement Plan" for the subdivision. Public Works indicates that they may need additional design detail, which can be addressed



AGENDA ITEM NO.	
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through the street encroachment permit application to Public Works. A general note has been added to the final plat about the outstanding requirements (Note 2). Alternatively, the applicant could make payment to the City for the estimated cost of the pathway and the City would include its construction as part of a larger project.

Construction of the pathway will necessitate some grading outside of the right-of-way. To accommodate the slope of the pathway shoulder, a slope easement is needed, which is included as a condition of approval.

- 2. The final plat application will need to address the surface water (irrigation) rights on the property. The options are either to transfer the water rights to another property in the Cody Canal irrigation district, or to develop a distribution plan to utilize those water rights. Contact Cody Canal for approval of the irrigation distribution plan, or to give their permission for the State Engineer's Office to consider a transfer of the water rights.
  - Status: The water distribution plan is attached. It has been approved by Cody Canal.
- 3. Coordinate the piping of the irrigation ditch with the ditch company. Complete the piping prior to a building permit being issued for Lot 16B, or any additional development of Lot 16A, whichever occurs first. If the work is not done before the final plat is recorded, include a note on the final plat about the outstanding requirement.

  Status: The piping of the irrigation ditch is shown on the attached "Improvement Plan", and has been approved by Cody Canal. A 10" PVC pipe will be used, and pump access provided for both lots. Note 2 on the plat identifies that the subdivision has outstanding improvements, including the piping of the ditch.
- 4. All work within the Robert Street right-of-way requires an encroachment permit from Public Works, prior to excavation or construction. It is the contractor's responsibility to obtain the permit.

Status: Noted.

#### Other:

The final plat includes a 25-foot-wide access and utility easement across the north side of Lot 16B, so that an additional lot or two can be created west of Lot 16B at some time in the future. The label of the easement should also include "irrigation".

#### **POTENTIAL MOTION:**

The Planning and Zoning Board recommends approval of the Pederson Minor Subdivision final plat, subject to the following conditions:

1. Installation of the pathway along Robert Street must occur prior to a building permit being issued for Lots 16B, or any additional dwelling on Lot 16A, whichever occurs first. Alternatively, the developer may make payment to the City for the estimated cost of the pathway and the City would include its construction as part of a larger project at the City's convenience.

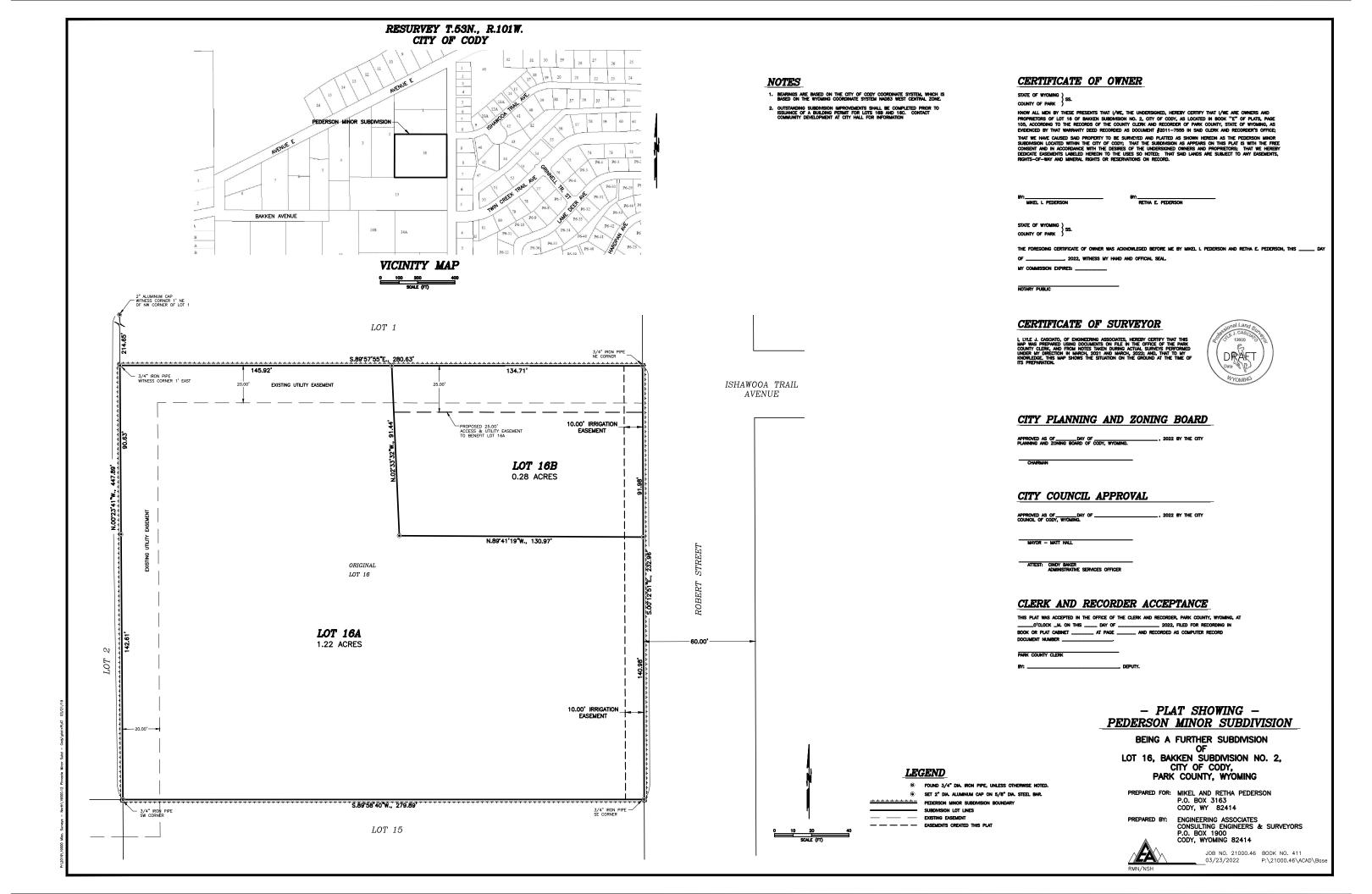
A	GEN	NDA	<b>ITEM</b>	NO.	

- 2. Add a slope easement for the pathway shoulder by adding the following or similar language to the final plat, "Slope easement granted along the east side of Lots 16A and 16B as necessary to accommodate a 4:1 slope for the pathway shoulder."
- 3. The irrigation mainline must be installed per the approved plan prior to issuance of any building permits for new dwellings.
- 4. Add "irrigation" to the easement along the north side of Lot 16B.
- 5. The existing approach to Lot 16B is to be removed at the time Lot 16B is developed, as access for Lot 16B will be from the easement along its north side.
- 6. All work within the Robert Street right-of-way requires an encroachment permit from Public Works, prior to excavation or construction. It is the contractor's responsibility to obtain the permit.
- 7. Development of Lot 16B will require a new electrical service from the pole near the southeast corner of the lot. Coordinate removal of the unused overhead power line and pole on the lot with the electric division.

#### <u>ATTACHMENTS:</u>

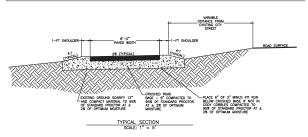
Final Plat Improvement Plan Water Distribution Plan

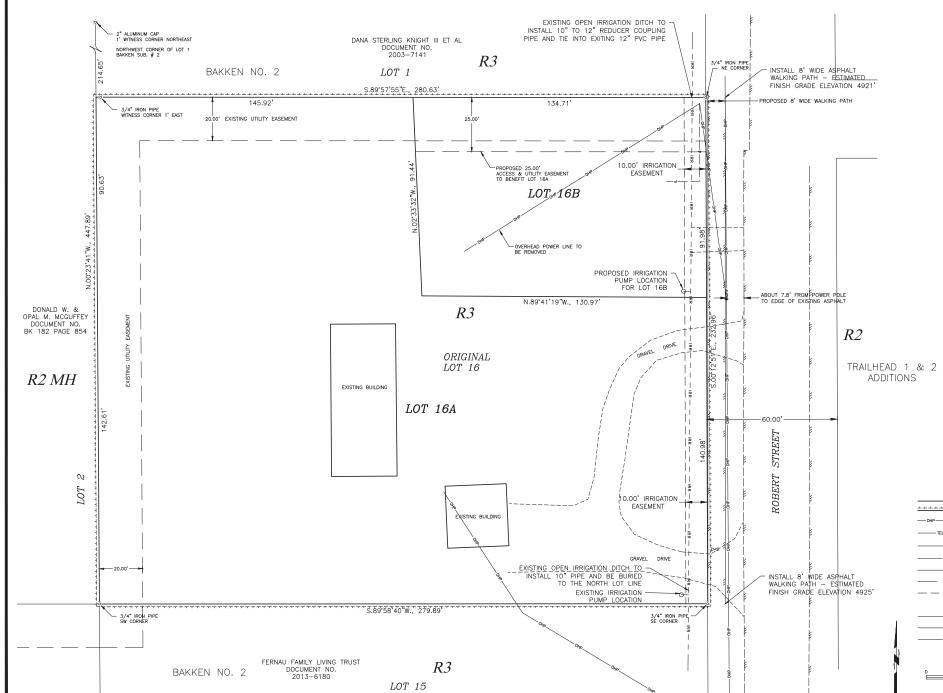
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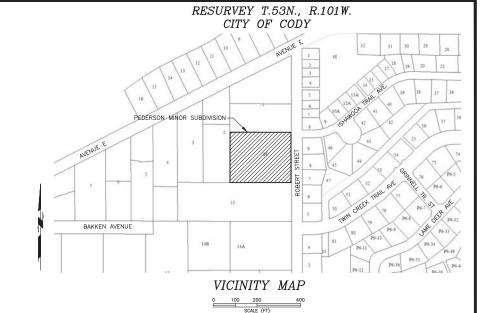


## NOTES BEARINGS ARE BASED ON THE CITY OF CODY COORDINATE SYSTEM, WHICH IS BASED ON THE WYOMING COORDINATE SYSTEM NAD83 WEST CENTRAL ZONE. 2. THE CONTOURS OF THE PROPOSED MINOR SUBDIVISION ARE ESTIMATED AT 1.8% FROM THE SOUTH TO THE NORTH

#### TYPICAL CROSS SECTION WALKING PATH







#### <u>LEGEND</u>

- © FOUND 3.5" DIA. BRASS CAP
- O FOUND 2" DIA. ALUMINUM CAP, OTHERWISE NOTED
- SET 2.5" DIA. ALUMINUM CAP ON 5/8" DIA. STEEL BAR.

PROPOSED SUBDIVISION LOT LINES. SUBDIVISION BOUNDARY EXISTING OVERHEAD POWER LINE. EXISTING BURIED TELEPHONE / FIBER LINE.

> EXISTING BURIED TREATED WATER LINE. EXISTING BURIED SANITARY SEWER LINE. ----- EXISTING EASEMENT

PROPOSED IRRIGATION TIE-IN POINT / PUMP LOCATION

PROPOSED BURIED SANITARY SEWER LINE

0 10 20 40 SCALE (FT)

#### IMPROVEMENT PLAN FOR

#### PEDERSON MINOR SUBDIVISION

LOCATED WITHIN

LOT 16 OF BAKKEN SUBDIVISION NO. 2, RESURVEY T.53N., R.101W., 6TH P.M., CITY OF CODY, PARK COUNTY, WYOMING

PREPARED FOR: MIKEL AND RETHA PEDERSON P.O. BOX 3163 CODY, WY 82414

ENGINEERING ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
P.O. BOX 1900 CODY, WYOMING 82414



JOB NO. 21000.46 BOOK NO. 578 03/23/22 P:\21000.46\ACAD\BASE

# NOTES

DONALD W. & OPAL M. MCGUFFEY DOCUMENT NO. BK 182 PAGE 854

R2 MH

- BEARINGS ARE BASED ON THE CITY OF CODY COORDINATE SYSTEM, WHICH IS BASED ON THE WYOMING COORDINATE SYSTEM NADB3 WEST CENTRAL ZONE
- 2. THE CONTOURS OF THE PROPOSED MINOR SUBDIVISION ARE RELATIVELY LEVEL.
- 3. CITY OF CODY IS NOT RESPONSIBLE FOR ENSURING PROPER MAINTENANCE OR DISTRIBUTION
- 4. ALL LOTS SHALL BE SPRINKLE ONLY BY PUMP POINT LOCATIONS. WATER WILL BE SUPPLIED TO THE PEDERSON MINOR SUBDIVISION BY MEANS OF DITCH ON THE EAST SIDE OF THE SUBDIVISION ALONG ROBERTS STREET.

BAKKEN NO. 2

EXISTING UTILITY EASEMENT

WATER USERS WILL BE RESPONSIBLE FOR THE INSTALLATION, MAINTENANCE, AND REPAIR OF THEIR IRRIGATION SYSTEM.

IRRIGATED LANDS UNDER PEDERSON MINOR SUBDIVISION (ACRES)			
LOT 16A	LOT 16B	TOTAL	
1.22	0.28	1.50	

NORTHWEST CORNER OF LOT 1 BAKKEN SUB. # 2

#### RECORDER'S ACCEPTANCE

THIS PLAT WAS ACCEPTED FOR FILING IN THE OFFICE OF THE PARK COUNTY CLERK AND RECORDER ON THIS \_\_\_\_\_\_ DAY OF \_\_\_\_\_, 2021, AND FILED FOR RECORD AT \_\_\_\_\_\_ UNDER DOCUMENT NUMBER \_\_ CABINET \_\_\_\_, AT PAGE \_\_\_

PARK COUNTY CLERK AND RECORDER

BY: DEPUTY COUNTY CLERK

#### APPROVAL

DANA STERLING KNIGHT III ET AL

DOCUMENT NO. 2003-7141

LOT 1

EXISTING BUILDING

APPROVED BY THE CODY CANAL IRRIGATION DISTRICT THIS of December, 2021

LOT 16B

0.28 ACRES

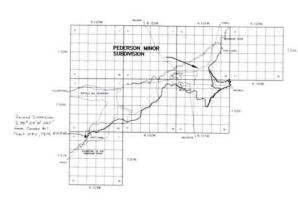
N.89'41'19"W., 130.97'

10.00' IRRIGATION EASEMENT

PROPOSED IRRIGATION PUMP LOCATION

10.00' IRRIGATION

EXISTING IRRIGATION PUMP LOCATION



LOCATION MAP NOT TO SCALE



VICINITY MAP 0 100 200 400 SONE (FT)

#### OWNER CONSENT

MIKEL & RETHA E. PEDERSON IS THE OWNER OF THE PDERSON MINOR SUBDIVISION, AS EVIDENCED BY THAT WARRANTY DEED RECORDED AS DOCUMENT #2001-7555 IN THE PARK COUNTY CLERK'S OFFICE:

DO HEREBY CONSENT TO THE WATER DISTRIBUTION PLAN FOR THE BEST CHOICE MINOR SUBDIVISION AS SHOWN HEREON.

mik Ped MIKEL PEDERSON

BEAM E. Lederson RETHA E. PEDERSON

STATE OF WYOMING ) SS

THE FOREGOING OWNER'S CERTIFICATE WAS ACKNOWLEDGED BEFORE ME BY MIKEL & RETHA E. PEDERSON.

THIS 4th DAY OF JAWARY , 20 12

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: 6-1-2024

MANUNICABLE NOTARY PUBLIC COUNTY OF PARK

COUNTY OF PARK

WYOMING

R2

TRAILHEAD 1 & 2 **ADDITIONS** 

#### **LEGEND**

O FOUND 2" DIA. ALUMINUM CAP, OTHERWISE NOTED

- PROPOSED SUBDIVISION LOT LINES.

RESURVEY T.53N., R.101W., 6TH P.M., CITY OF CODY, PARK COUNTY, WYOMING - PROPOSED EASEMENT PROPOSED IRRIGATION TIE-IN POINT / PUMP LOCATION

PREPARED FOR: MIKEL AND RETHA PEDERSON P.O. BOX 3163 CODY, WY 82414

WATER DISTRIBUTION PLAN

PEDERSON MINOR SUBDIVISION LOCATED WITHIN

LOT 16 OF BAKKEN SUBDIVISION NO. 2,

ENGINEERING ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
P.O. BOX 1900 CODY, WYOMING 82414



JOB NO. 21000.46 BOOK NO. 578 12/06/21 P:\21000.46\ACAD\BASE

R3

S.89°58°40°W., 279′89°

R3

ORIGINAL, LOT 16

EXISTING BUILDING

LOT 16A 1.22 ACRES

● FOUND 3.5° DIA. BRASS CAP

 SET 2.5° DIA. ALUMINUM CAP ON 5/8° DIA. STEEL BAR. SUBDIVISION BOUNDARY EXISTING OVERHEAD POWER LINE.

> EXISTING BURIED TREATED WATER LINE. EXISTING BURIED SANITARY SEWER LINE.

0 10 20 40 SCALE (FT)

BAKKEN NO. 2

LOT 15