

City of Cody City Council – Revised

Tuesday July 19, 2022 – 7:00 p.m. (Pre-Meeting to begin at 6:53 p.m. in Council Chambers)
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 July 6, 2022 and Special Work Session Minutes from July 12, 2022.
- b. Approve Vouchers and payroll in the amount of \$1,449,196.07.
- c. Approve a request from Cody High School Student Council to use Beck Lake Park on Tuesday, September 27, 2022 for the Homecoming Bon Fire, to close Sheridan Avenue from 9th to 14th Street, Rumsey Ave 13th to 15th Street d 14th Street from Sheridan to Salsbury Ave. for the Homecoming Parade on Friday, September 30, 2022 at 1:45 p.m., parade at 2:00 p.m. and reopen at 3:00 p.m., contingent upon approval from WYDOT and proof of current liability insurance.
- d. Approve and authorize the Mayor to sign the Water Service Contract between the United Sated of America (Bureau of Reclamation) and Shoshone Municipal Water Joint Powers Board.

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

3. Public Hearing.

4. Conduct of Business

- a) Approve the final plat of the West Avenue Duplexes Subdivision an 8-lot subdivision, subject to conditions of approval
Staff Reference: Todd Stowell, City Planner
- b) Approve the preliminary plat of the Sunridge Subdivision, a 5-lot subdivision, with associated variances and conditions of approval.

Staff Reference: Todd Stowell, City Planner

- c) Approve and authorize the Mayor to sign Amendment No 1, for an amount not to exceed \$9,663.00, of the Agreement between the City of Cody and Engineering Associates relating to the design for the Cody Auditorium – Fire Suppression Project.

Staff Reference: Rick Manchester, Parks & Recreation Director

- d) Approve and authorize the Mayor to enter into an agreement between City of Cody and Rapid Fire Protection for the Fire Suppressions System at the Cody Auditorium and Cody Club Room for an amount not to exceed 165,789.00.

Staff Reference, Rick Manchester, Parks & Recreation Director

- e) Consider awarding Bid No 022-05 to Fremont Motor Cody for one new transit cargo van in the amount not to exceed \$52,800.

Staff Reference: Phillip Bowman, Public Works Director

- f) Ordinance 2022-07 Storm Drainage Utility – First Reading
AN ORDINANCE CREATING TITLE 8, CHAPTER 4, ARTICLE I
OF THE CODY CITY CODE TO ESTABLISH THE STORM DRAINAGE
UTILITY

Staff Reference: Phillip Bowman, Public Works Director

- g) Ordinance 2022-08 Storm Drainage Utility – First Reading
AN ORDINANCE CREATING TITLE 8, CHAPTER 4, ARTICLE II
OF THE CODY CITY CODE TO ESTABLISH STORM DRAINAGE UTILITY
CHARGES

Staff Reference: Phillip Bowman, Public Works Director

- h) Ordinance 2022-09 Storm Drainage Utility – First Reading
AN ORDINANCE CREATING TITLE 8, CHAPTER 4, ARTICLE III OF THE
CODY CITY CODE TO ESTABLISH STORM DRAINAGE UTILITY
ALLOWED DISCHARGES AND ENFORCEMENT

Staff Reference: Phillip Bowman, Public Works Director

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

Upcoming Meetings:

July 26, 2022 – Tuesday – Work Session – 5:30 p.m.

August 2, 2022– Tuesday -Regular Council Meeting – 7:00 p.m.

City of Cody
Council Proceedings
Wednesday, July 6, 2022

A special meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Wednesday, July 6, 2022 at 7:00 p.m.

Present: Mayor Mall Hall, Council Members, Emily Swett, Heidi Rasmussen, Diane Ballard and City Attorney Scott Kolpitzke, City Administrator Barry Cook, and Finance Officer Leslie Brumage.

Absent: Council Members Jerry Fritz, Justin Baily, and Administrative Services Officer Cindy Baker

Mayor Hall called the meeting to order at 7:01 p.m.

Council President Ballard made a motion seconded by Council Member Rasmussen to approve Consent Calendar as presented. Approval included Minutes: Regular Minutes from June 21, 2022; approve vouchers and payroll in the amount of \$907,719.10; authorize the Mayor to sign the Letter of Relinquishment to the Wyoming Water Development Commission (WWDC) on the Beacon Hill water tank project, and consider a request from Brook Grant, Compete 4 a Cause, to reserve parking spaces for food vendors on Beck Avenue and 10th Street (two on each street) on Saturday, August 6th from noon to 9pm with coordinators putting out city-provided signage blocking off parking spaces. Vote was unanimous.

Council Member Rasmussen made a motion seconded by Council Member Quick to approve the final plat of the Dansie Minor Subdivision with associated variances and conditions of approval. Vote was unanimous.

Council Member Swett made a motion seconded by Council President Ballard to authorize the Mayor and Council President Ballard to sign the agreement between the City of Cody and the Wyoming Cultural Trust Fund for the Cody Mural Project grant. Vote was unanimous.

Mayor Hall adjourned the meeting at 7:14 p.m.

Matt Hall, Mayor

Leslie E. Brumage, Finance Officer

City of Cody
Council Proceedings
Tuesday, July 12, 2022

A special meeting of the Cody City Council was held in Council Chambers of Cody City Hall on Tuesday, July 12, 2022 at 4:00 p.m.

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

Absent: None

Mayor Hall called the meeting to order at 5:30 p.m.

The Governing Body discussed the ARPA Allocated Projects including the Fire Suppression Bid and Change Order for Cody Auditorium, Sound System Auditorium and HVAC City Hall. Staff was provided with direction.

The Governing Body discussed Cody Country Chamber Building. Staff was provided with direction.

The Governing Body discussed Community Development Fees. Staff was directed to discuss fees relating to contractors with the Contractor's Board and provide a Resolution for consideration at a future Council Meeting.

Phillip Bowman, Public Works Director, provided the Governing Body with an update on Storm Drainage Utility Fund Ordinances. Staff was directed to present the ordinances at the Council Meeting set for July 19th.

The Governing Body discussed the bike rack installation request from The Other Project (TOP). Staff was provided with direction.

Mayor Hall adjourned the Work Session at 6:44 p.m.

Cynthia D Baker
Administrative Services Officer

Matt Hall
Mayor

Report Criteria:
Invoice Detail.Input date = 07/12/2022
Invoice.Batch = {NOT LIKE} "1"

| Secondary Name | Invoice | Description | Invoice Date | Total Cost |
|--|----------|-------------------|--------------|------------|
| ALEXANDER, BILLIE JO (132988) | | | | |
| | 41528407 | REC CENTER REFUND | 06/29/2022 | 10.25 |
| Total : | | | | 10.25 |
| Total ALEXANDER, BILLIE JO (132988): | | | | 10.25 |
| AMERICAN WELDING & GAS, INC. (128592) | | | | |
| | 08626245 | CYLINDER RENTAL | 06/30/2022 | 37.14 |
| Total : | | | | 37.14 |
| Total AMERICAN WELDING & GAS, INC. (128592): | | | | 37.14 |
| BAILEY ENTERPRISES INCORPORATED (130546) | | | | |
| | 6328588 | Fuel | 07/01/2022 | 102.90 |
| | 6328588 | Fuel | 07/01/2022 | 1,947.89 |
| | 6328588 | Fuel | 07/01/2022 | 295.76 |
| | 6328588 | Fuel | 07/01/2022 | 98.59 |
| | 6328588 | Fuel | 07/01/2022 | 4,091.32 |
| | 6328588 | Fuel | 07/01/2022 | 295.76 |
| | 6328588 | Fuel | 07/01/2022 | 147.88 |
| | 6328588 | Fuel | 07/01/2022 | 98.54 |
| | 6328588 | Fuel | 07/01/2022 | 1,526.12 |
| | 6328588 | Fuel | 07/01/2022 | 908.79 |
| | 6328588 | Fuel | 07/01/2022 | 376.20 |
| | 6328588 | Fuel | 07/01/2022 | 215.62 |
| | 6328588 | Fuel | 07/01/2022 | 257.66 |
| | 6328588 | Fuel | 07/01/2022 | 239.04 |
| | 6328588 | Fuel | 07/01/2022 | 33.53 |
| | 6328588 | Fuel | 07/01/2022 | 462.33 |
| | 6328588 | Fuel | 07/01/2022 | 67.05 |
| | 6328588 | Fuel | 07/01/2022 | 2,230.27 |
| | 6328588 | Fuel | 07/01/2022 | 220.66 |
| | 6328588 | Fuel | 07/01/2022 | 2,586.78 |
| | 6328588 | Fuel | 07/01/2022 | 719.56 |
| | 6328588 | Fuel | 07/01/2022 | 13.62 |
| | 6328588 | Fuel | 07/01/2022 | 266.41 |
| | 6328588 | Fuel | 07/01/2022 | 6.81 |
| | 6328588 | Fuel | 07/01/2022 | 10.21 |
| | 6328588 | Fuel | 07/01/2022 | 8,236.88 |
| | 6328588 | Fuel | 07/01/2022 | 2,674.70 |
| | 6328588 | Fuel | 07/01/2022 | 668.69 |
| | 6328588 | Fuel | 07/01/2022 | 301.34 |
| | 6328588 | Fuel | 07/01/2022 | 94.59 |
| | 6328588 | Fuel | 07/01/2022 | 955.48 |
| | 6328588 | Fuel | 07/01/2022 | 826.77 |
| | 6328588 | Fuel | 07/01/2022 | 726.85 |
| | 6328588 | Fuel | 07/01/2022 | 277.92 |
| | 6328588 | Fuel | 07/01/2022 | 779.96 |
| | 6328588 | Fuel | 07/01/2022 | 2,569.55 |
| Total : | | | | 35,332.03 |

| Secondary Name | Invoice | Description | Invoice Date | Total Cost |
|---|-----------|---------------------------------|--------------|------------|
| Total BAILEY ENTERPRISES INCORPORATED (130546): | | | | 35,332.03 |
| BAYUK, BOB (132987) | | | | |
| | 41528575 | REC CENTER REFUND | 06/29/2022 | 75.00 |
| Total : | | | | 75.00 |
| Total BAYUK, BOB (132987): | | | | 75.00 |
| BEAVERSON, ALEX (132986) | | | | |
| | 41529258 | REC CENTER REFUND | 06/29/2022 | 8.00 |
| Total : | | | | 8.00 |
| Total BEAVERSON, ALEX (132986): | | | | 8.00 |
| BIG CO (1190) | | | | |
| BIG HORN REDI-MIX, INC | 384104 | BEDDING - WEST AVE RAW WATER | 06/07/2022 | 1,000.00 |
| Total : | | | | 1,000.00 |
| Total BIG CO (1190): | | | | 1,000.00 |
| BLACK HILLS GAS HOLDINGS, LLC (132866) | | | | |
| BLACK HILLS ENERGY | 07072022 | UTILITIES - BLACK HILLS ENERGY | 07/07/2022 | 449.44 |
| BLACK HILLS ENERGY | 07072022 | UTILITIES - BLACK HILLS ENERGY | 07/07/2022 | 238.30 |
| BLACK HILLS ENERGY | 07072022 | UTILITIES - BLACK HILLS ENERGY | 07/07/2022 | 741.29 |
| BLACK HILLS ENERGY | 07072022 | UTILITIES - BLACK HILLS ENERGY | 07/07/2022 | 165.74 |
| BLACK HILLS ENERGY | 07072022 | UTILITIES - BLACK HILLS ENERGY | 07/07/2022 | 4,473.83 |
| BLACK HILLS ENERGY | 07072022 | UTILITIES - BLACK HILLS ENERGY | 07/07/2022 | 4,473.83 |
| BLACK HILLS ENERGY | 07072022 | UTILITIES - BLACK HILLS ENERGY | 07/07/2022 | 87.07 |
| BLACK HILLS ENERGY | 07072022 | UTILITIES - BLACK HILLS ENERGY | 07/07/2022 | 19.97 |
| BLACK HILLS ENERGY | 07072022 | UTILITIES - BLACK HILLS ENERGY | 07/07/2022 | 528.36 |
| BLACK HILLS ENERGY | 07072022 | UTILITIES - BLACK HILLS ENERGY | 07/07/2022 | 48.01 |
| Total : | | | | 11,225.84 |
| Total BLACK HILLS GAS HOLDINGS, LLC (132866): | | | | 11,225.84 |
| BLANKENSHIP QUALITY CONCRETE LLC (1320) | | | | |
| | 1725 | CURB REPLACEMENT SHOSHONE TR NO | 06/29/2022 | 11,717.43 |
| Total : | | | | 11,717.43 |
| Total BLANKENSHIP QUALITY CONCRETE LLC (1320): | | | | 11,717.43 |
| BOND, BRENDA (132985) | | | | |
| | 41529612 | REC CENTER REFUND | 06/29/2022 | 50.00 |
| Total : | | | | 50.00 |
| Total BOND, BRENDA (132985): | | | | 50.00 |
| BORDER STATES INDUSTRIES, INC (1420) | | | | |
| | 924480829 | H-TAP | 06/29/2022 | 43.05 |
| Total : | | | | 43.05 |

| Secondary Name | Invoice | Description | Invoice Date | Total Cost |
|--|----------------|--|--------------|------------|
| Total BORDER STATES INDUSTRIES, INC (1420): | | | | 43.05 |
| BRANDT, JARED (133002) | | | | |
| | 12.1520.24 | UTILITY DEPOSIT REFUND | 07/11/2022 | 81.32 |
| Total : | | | | 81.32 |
| Total BRANDT, JARED (133002): | | | | 81.32 |
| CARQUEST AUTO PARTS (10200) | | | | |
| | 2874-IC-453504 | core return C07 | 06/13/2022 | 54.00- |
| | 2874-ID-452602 | filter H04 | 06/01/2022 | 11.54 |
| | 2874-ID-452706 | filter H03 | 06/02/2022 | 10.49 |
| | 2874-ID-452980 | lift supports A12 | 06/06/2022 | 41.74 |
| | 2874-ID-453473 | battery C07 | 06/13/2022 | 241.58 |
| | 2874-ID-453975 | filter F01 | 06/20/2022 | 26.59 |
| | 2874-ID-454735 | flashlight | 06/30/2022 | 23.91 |
| | 2874-ID-454735 | oil G05 | 06/30/2022 | 18.38 |
| | 2874-ID-454735 | hose tool | 06/30/2022 | 14.52 |
| Total : | | | | 334.75 |
| Total CARQUEST AUTO PARTS (10200): | | | | 334.75 |
| CITY OF CODY (2260) | | | | |
| | 07052022 | RESTITUTION FROM BRIAN JOHNSON MC-2206-022 | 07/05/2022 | 157.64 |
| Total : | | | | 157.64 |
| Total CITY OF CODY (2260): | | | | 157.64 |
| CITY OF CODY 1 (2261) | | | | |
| PETTY CASH REIMBURSEMENT - CIT | 070622 | MEAL REIMBURSEMENT - MAYOR HALL | 07/06/2022 | 17.51 |
| PETTY CASH REIMBURSEMENT - CIT | 070622 | LICENSE PLATE FEES FOR PATROL VEHICLES | 07/06/2022 | 12.00 |
| PETTY CASH REIMBURSEMENT - CIT | 070622 | MONEY ORDER FEE PATROL VEHICLES | 07/06/2022 | 1.45 |
| PETTY CASH REIMBURSEMENT - CIT | 070622 | PETTY CASH FOR MINI GOLF | 07/06/2022 | 200.00 |
| PETTY CASH REIMBURSEMENT - CIT | 070622 | EASEMENT FILING FEE - CARTER ESTATES 2 | 07/06/2022 | 18.00 |
| PETTY CASH REIMBURSEMENT - CIT | 070622 | EASEMENT FILING FEE - PIONEER VILLAGE | 07/06/2022 | 15.00 |
| PETTY CASH REIMBURSEMENT - CIT | 070622 | OFFICE SUPPLY REIMBURSEMENT | 07/06/2022 | 8.58 |
| Total : | | | | 272.54 |
| Total CITY OF CODY 1 (2261): | | | | 272.54 |
| CITY OF CODY 2 (127400) | | | | |
| | 7012022 | PEACE OFFICER ID RENEWAL | 07/01/2002 | 10.00 |
| | 7012022 | ALCOHOL COMPLIANCE CHECKS | 07/01/2002 | 3.11 |
| | 7012022 | TOBACCO COMPLIANCE CHECKS | 07/01/2002 | 15.20 |
| Total : | | | | 28.31 |
| Total CITY OF CODY 2 (127400): | | | | 28.31 |
| COPENHAVER KITCHEN KOLPITCKE LLC (3140) | | | | |
| | 45045 | Legal Services | 07/02/2022 | 3,384.88 |
| | 45045 | Legal Services | 07/02/2022 | 345.40 |
| | 45045 | Legal Services | 07/02/2022 | 759.87 |
| | 45045 | Legal Services | 07/02/2022 | 759.87 |

| Secondary Name | Invoice | Description | Invoice Date | Total Cost |
|--|------------|----------------------------|--------------|------------|
| | 45045 | Legal Services | 07/02/2022 | 828.95 |
| | 45045 | Legal Services | 07/02/2022 | 828.95 |
| | 45047 | POSTAGE - LEGAL FEES | 07/02/2022 | 2.62 |
| Total : | | | | 6,910.54 |
| Total COPENHAVER KITCHEN KOLPITCKE LLC (3140): | | | | 6,910.54 |
| CORDERO, LUIS (132974) | | | | |
| | 06282022 | WITNESS FEES - MC-2204-032 | 06/28/2022 | 15.00 |
| Total : | | | | 15.00 |
| Total CORDERO, LUIS (132974): | | | | 15.00 |
| CRYSTAL, SCOTT (132237) | | | | |
| | 41529821 | REC CENTER REFUND | 06/29/2022 | 10.00 |
| Total : | | | | 10.00 |
| Total CRYSTAL, SCOTT (132237): | | | | 10.00 |
| CUSTOM DELIVERY SERVICE INC (3343) | | | | |
| | 314509 | SWEEPER PARTS DELIVERY | 06/27/2022 | 27.75 |
| Total : | | | | 27.75 |
| Total CUSTOM DELIVERY SERVICE INC (3343): | | | | 27.75 |
| DALLMAN, KIERSTIN (132727) | | | | |
| | 41532953 | REC CENTER REFUND | 06/29/2022 | 5.00 |
| Total : | | | | 5.00 |
| Total DALLMAN, KIERSTIN (132727): | | | | 5.00 |
| DONEY, CRAIG (132339) | | | | |
| | 14.0890.13 | UTILITY DEPOSIT REFUND | 06/30/2022 | 65.40 |
| Total : | | | | 65.40 |
| Total DONEY, CRAIG (132339): | | | | 65.40 |
| DUNKS, AUSTIN (132973) | | | | |
| | 06282022 | WITNESS FEES - MC-2204-032 | 06/28/2022 | 15.00 |
| Total : | | | | 15.00 |
| Total DUNKS, AUSTIN (132973): | | | | 15.00 |
| EASTMAN, RINDA (129952) | | | | |
| | 062022 | PERSONAL TRAINING SERVICES | 07/06/2022 | 121.11 |
| Total : | | | | 121.11 |
| Total EASTMAN, RINDA (129952): | | | | 121.11 |

| Secondary Name | Invoice | Description | Invoice Date | Total Cost |
|--|------------|---|--------------|------------|
| ENERGY LABORATORIES, INC (4120) | | | | |
| DEPARTMENT 6250 | 482929 | MONITOR WELLS TESTING | 06/30/2022 | 405.00 |
| Total : | | | | 405.00 |
| Total ENERGY LABORATORIES, INC (4120): | | | | 405.00 |
| ENGINEERING ASSOCIATES (4140) | | | | |
| | 4207001 | ENGINEERING SERVICES - AUDITORIUM FIRE SUPPRESSION SYSTEM | 07/06/2022 | 882.98 |
| Total : | | | | 882.98 |
| Total ENGINEERING ASSOCIATES (4140): | | | | 882.98 |
| ENNIST III, ROBERT F (131798) | | | | |
| BIG HORN FOOD SERVICES | 49464 | PLASTIC TRASH CAN LINERS FOR AQUATICS | 06/22/2022 | 438.40 |
| Total : | | | | 438.40 |
| Total ENNIST III, ROBERT F (131798): | | | | 438.40 |
| FARLOW, IRENE (131831) | | | | |
| DBA: CODY CAB LLC | 7012022 | TIPSY TAXI PROGRAM | 07/01/2022 | 750.00 |
| Total : | | | | 750.00 |
| Total FARLOW, IRENE (131831): | | | | 750.00 |
| FERGUSON, TEARRA (132991) | | | | |
| | 41538215 | REC CENTER REFUND 2020 ASAP PUNCH CARD | 06/29/2022 | 27.00 |
| | 41538217 | REC CENTER REFUND 2021 ASAP PUNCH CARD | 06/29/2022 | 25.00 |
| Total : | | | | 52.00 |
| Total FERGUSON, TEARRA (132991): | | | | 52.00 |
| FOOTE, MEGAN (132994) | | | | |
| | 5.1130.13 | UTILITY DEPOSIT REFUND | 06/30/2022 | 61.86 |
| Total : | | | | 61.86 |
| Total FOOTE, MEGAN (132994): | | | | 61.86 |
| FRANDSON SAFETY, INC. (130638) | | | | |
| | 93445 | CHLORINE MONITOR TESTING | 05/13/2022 | 80.85 |
| Total : | | | | 80.85 |
| Total FRANDSON SAFETY, INC. (130638): | | | | 80.85 |
| FREMAREK INC (132905) | | | | |
| MID-AMERICAN RESEARCH CHEMICA | 0765707-IN | SPEED WIPES | 06/29/2022 | 188.72 |
| Total : | | | | 188.72 |
| Total FREMAREK INC (132905): | | | | 188.72 |

| Secondary Name | Invoice | Description | Invoice Date | Total Cost |
|--|------------|-------------------------|--------------|------------|
| GARCIA, ELAINE (132997) | | | | |
| | 14.4050.29 | UTILITY DEPOSIT REFUND | 07/05/2022 | 156.89 |
| Total : | | | | 156.89 |
| Total GARCIA, ELAINE (132997): | | | | 156.89 |
| GARZA, CINDY (132990) | | | | |
| | 41538682 | REC CENTER REFUND | 06/29/2022 | 76.00 |
| Total : | | | | 76.00 |
| Total GARZA, CINDY (132990): | | | | 76.00 |
| GILLYGIRLS BAND (132738) | | | | |
| | 7282022 | CONCERTS IN THE PARK | 07/07/2022 | 1,800.00 |
| Total : | | | | 1,800.00 |
| Total GILLYGIRLS BAND (132738): | | | | 1,800.00 |
| GLASS, JACOB (132466) | | | | |
| | 41538838 | REC CENTER REFUND | 06/29/2022 | 45.00 |
| Total : | | | | 45.00 |
| Total GLASS, JACOB (132466): | | | | 45.00 |
| GOOD 2 GO STORE (132929) | | | | |
| | 07052022 | RESTITUTION MC-2112-001 | 07/05/2022 | 50.00 |
| Total : | | | | 50.00 |
| Total GOOD 2 GO STORE (132929): | | | | 50.00 |
| GRANT, CARSON (132984) | | | | |
| | 41539008 | REC CENTER REFUND | 06/29/2022 | 51.50 |
| Total : | | | | 51.50 |
| Total GRANT, CARSON (132984): | | | | 51.50 |
| H B I INSURANCE (12306) | | | | |
| | 3636 | ASO BOND | 07/11/2022 | 100.00 |
| Total : | | | | 100.00 |
| Total H B I INSURANCE (12306): | | | | 100.00 |
| HARRIS TRUCKING AND CONSTRUCTION CO. (4780) | | | | |
| | 063022 | WWTF2 PAY APP 25 | 07/11/2022 | 10,881.09 |
| | 063022 | WWTF2 PAY APP 25 | 07/11/2022 | 3,324.78 |
| | 063022 | WWTF2 PAY APP 25 | 07/11/2022 | 906.76 |
| | 063022 | WWTF2 PAY APP 25 | 07/11/2022 | 15,112.61 |
| | 063022 | WWTF2 PAY RET 25 | 07/11/2022 | 572.69 |
| | 063022 | WWTF2 PAY RET 25 | 07/11/2022 | 174.99 |
| | 063022 | WWTF2 PAY RET 25 | 07/11/2022 | 47.72 |
| | 063022 | WWTF2 PAY RET 25 | 07/11/2022 | 795.40 |

| Secondary Name | Invoice | Description | Invoice Date | Total Cost |
|--|-------------|--------------------------------------|--------------|------------|
| | 137583 | ASPHALT FOR SHOSHONE TRAIL N | 06/19/2022 | 628.56 |
| Total : | | | | 32,444.60 |
| Total HARRIS TRUCKING AND CONSTRUCTION CO. (4780): | | | | 32,444.60 |
| HARTLEY, JONATHAN (132387) | | | | |
| | 41539359 | REC CENTER REFUND | 06/29/2022 | 60.00 |
| Total : | | | | 60.00 |
| Total HARTLEY, JONATHAN (132387): | | | | 60.00 |
| JAUNDOO, JUNE (132983) | | | | |
| | 41539691 | REC CENTER REFUND | 06/29/2022 | 25.00 |
| Total : | | | | 25.00 |
| Total JAUNDOO, JUNE (132983): | | | | 25.00 |
| JOHNSON, WALLY (132976) | | | | |
| | 42052774 | REC CENTER REFUND | 07/07/2022 | 25.00 |
| Total : | | | | 25.00 |
| Total JOHNSON, WALLY (132976): | | | | 25.00 |
| JONES, AMY (129954) | | | | |
| | 06062022 | PERSONAL TRAINING SERVICES | 06/06/2022 | 530.43 |
| Total : | | | | 530.43 |
| Total JONES, AMY (129954): | | | | 530.43 |
| KINCHELOE PLUMBING AND HEATING (5750) | | | | |
| | 154987 | FAUCET REPLACED AT CITY HALL | 06/09/2022 | 473.18 |
| | 155054 | REPLACE SINK AT CITY HALL | 06/27/2022 | 473.18 |
| | 155068 | REPAIRS TO TOILET AT REC CENTER | 06/29/2022 | 11.19 |
| | 155082 | PARTS TO REPAIR SHOWERS | 06/30/2022 | 855.48 |
| Total : | | | | 1,813.03 |
| Total KINCHELOE PLUMBING AND HEATING (5750): | | | | 1,813.03 |
| KNOX, PAUL (132106) | | | | |
| | 41540028 | REC CENTER REFUND | 06/29/2022 | 20.50 |
| Total : | | | | 20.50 |
| Total KNOX, PAUL (132106): | | | | 20.50 |
| LONG BUILDING TECHNOLOGIES INC (125191) | | | | |
| | SRVCE012658 | CAPACITOR AND MOTOR FOR POOL BOILERS | 06/23/2022 | 631.48 |
| Total : | | | | 631.48 |
| Total LONG BUILDING TECHNOLOGIES INC (125191): | | | | 631.48 |

| Secondary Name | Invoice | Description | Invoice Date | Total Cost |
|---------------------------------------|------------|------------------------|--------------|------------|
| LUCAS, JENNISEN (132982) | | | | |
| | 41540318 | REC CENTER REFUND | 06/29/2022 | 45.00 |
| Total : | | | | 45.00 |
| Total LUCAS, JENNISEN (132982): | | | | 45.00 |
| M & R INVESTMENTS (132993) | | | | |
| | 17.7370.16 | UTILITY DEPOSIT REFUND | 07/01/2022 | 351.01 |
| Total : | | | | 351.01 |
| Total M & R INVESTMENTS (132993): | | | | 351.01 |
| MILES, SARAH (130565) | | | | |
| | 41540463 | REC CENTER REFUND | 06/29/2022 | 153.00 |
| Total : | | | | 153.00 |
| Total MILES, SARAH (130565): | | | | 153.00 |
| MORNINGSTAR, HEATHER (132236) | | | | |
| | 41540595 | REC CENTER REFUND | 06/29/2022 | 25.00 |
| Total : | | | | 25.00 |
| Total MORNINGSTAR, HEATHER (132236): | | | | 25.00 |
| NORCO, INC. (128948) | | | | |
| | 34839111 | BOTTLE RENTAL | 04/30/2022 | 39.60 |
| | 35068534 | BOTTLE RENTAL | 05/31/2022 | 40.92 |
| | 35304786 | BOTTLE RENTAL | 06/30/2022 | 39.60 |
| Total : | | | | 120.12 |
| Total NORCO, INC. (128948): | | | | 120.12 |
| OLINGER, KERRI (132995) | | | | |
| | 7.1890.21 | UTILITY DEPOSIT REFUND | 06/30/2022 | 39.26 |
| Total : | | | | 39.26 |
| Total OLINGER, KERRI (132995): | | | | 39.26 |
| OLLA WORLDWIDE LLC (132971) | | | | |
| DBA THE MAID UP | 1091 | CLEANING SERVICES | 06/05/2022 | 1,277.01 |
| DBA THE MAID UP | 1091 | CLEANING SERVICES | 06/05/2022 | 1,987.50 |
| DBA THE MAID UP | 1091 | CLEANING SERVICES | 06/05/2022 | 1,987.50 |
| Total : | | | | 5,252.01 |
| Total OLLA WORLDWIDE LLC (132971): | | | | 5,252.01 |
| ONE-CALL OF WYOMING (127665) | | | | |
| | 63807 | ONE - CALL FEES | 07/06/2022 | 34.50 |
| | 63807 | ONE - CALL FEES | 07/06/2022 | 34.50 |
| | 63807 | ONE - CALL FEES | 07/06/2022 | 34.50 |
| | 63807 | ONE - CALL FEES | 07/06/2022 | 34.50 |

| Secondary Name | Invoice | Description | Invoice Date | Total Cost |
|--|----------|---|--------------|------------|
| Total : | | | | 138.00 |
| Total ONE-CALL OF WYOMING (127665): | | | | 138.00 |
| PARK COUNTY (7670) | | | | |
| | 11 | LEC CONTRACT - DISPATCH SERVICES | 07/01/2022 | 223.57 |
| | 11 | LEC CONTRACT - DISPATCH SERVICES | 07/01/2022 | 3,800.53 |
| | 11 | LEC CONTRACT - DISPATCH SERVICES | 07/01/2022 | 670.68 |
| | 11 | LEC CONTRACT - DISPATCH SERVICES | 07/01/2022 | 17,661.27 |
| | 11 | LEC CONTRACT - CAPITOL EQUIPMENT | 07/01/2022 | 4,520.00 |
| | 11 | LEC CONTRACT - MAINTENANCE | 07/01/2022 | 1,807.46 |
| | 11 | LEC CONTRACT - CONSOLE | 07/01/2022 | 39.15 |
| | 11 | LEC CONTRACT - CONSOLE | 07/01/2022 | 665.61 |
| | 11 | LEC CONTRACT - CONSOLE | 07/01/2022 | 117.46 |
| | 11 | LEC CONTRACT - CONSOLE | 07/01/2022 | 3,093.14 |
| | 11 | LEC CONTRACT - UTILITIES | 07/01/2022 | 1,245.18 |
| | 11 | ADJ FOR INITIAL NETWORK SEGREGATION CHANGES | 07/01/2022 | 204.52- |
| | 11 | ANTI VIRUS CLIENT CREDIT | 07/01/2022 | 34.79- |
| Total : | | | | 33,604.74 |
| Total PARK COUNTY (7670): | | | | 33,604.74 |
| PARK COUNTY ANIMAL SHELTER (5120) | | | | |
| | 7012022 | ANIMAL SERVICE CONTRACT - JULY 2022 | 07/01/2022 | 4,166.67 |
| Total : | | | | 4,166.67 |
| Total PARK COUNTY ANIMAL SHELTER (5120): | | | | 4,166.67 |
| PARK COUNTY LANDFILL (129053) | | | | |
| | 063022 | BULK ITEM DISPOSAL FEES - JUNE 2022 | 06/30/2022 | 192.40 |
| | 063022 | LANDFILL CHARGES - JUNE 2022 | 06/30/2022 | 81,616.37 |
| Total : | | | | 81,808.77 |
| Total PARK COUNTY LANDFILL (129053): | | | | 81,808.77 |
| PATRICK, LARRY (132981) | | | | |
| | 41540707 | REC CENTER REFUND | 06/29/2022 | 156.00 |
| Total : | | | | 156.00 |
| Total PATRICK, LARRY (132981): | | | | 156.00 |
| PERKINS, BEVERLY (132998) | | | | |
| | 070622 | REFUND EQUAL PAY BALANCE | 07/06/2022 | 500.00 |
| Total : | | | | 500.00 |
| Total PERKINS, BEVERLY (132998): | | | | 500.00 |
| PERRAULT, ETIENNE (132980) | | | | |
| | 41540849 | REC CENTER REFUND | 06/29/2020 | 25.00 |
| Total : | | | | 25.00 |

| Secondary Name | Invoice | Description | Invoice Date | Total Cost |
|---|----------|--|--------------|------------|
| Total PERRAULT, ETIENNE (132980): | | | | 25.00 |
| PROFFIT, JOEL (132979) | | | | |
| | 41540994 | REC CENTER REFUND | 06/29/2022 | 10.00 |
| Total : | | | | 10.00 |
| Total PROFFIT, JOEL (132979): | | | | 10.00 |
| RINGEL, COTY (125449) | | | | |
| | 41541117 | REC CENTER REFUND | 06/29/2022 | 75.00 |
| Total : | | | | 75.00 |
| Total RINGEL, COTY (125449): | | | | 75.00 |
| ROGINA, MARK (133001) | | | | |
| | 50901 | REPLACE GREENS AT MINI GOLF | 06/27/2022 | 1,320.00 |
| Total : | | | | 1,320.00 |
| Total ROGINA, MARK (133001): | | | | 1,320.00 |
| ROSE WATER AND CONSTRUCTION (132975) | | | | |
| | 070122 | REFUND CREDIT BALANCE ACCOUNT 53.1002.12 | 07/01/2022 | 203.60 |
| Total : | | | | 203.60 |
| Total ROSE WATER AND CONSTRUCTION (132975): | | | | 203.60 |
| SABER PEST CONTROLL LLC (131183) | | | | |
| | AUD164 | PEST CONTROL - AUDITORIUM | 06/07/2022 | 80.00 |
| | AUD165 | PEST CONTROL - AUDITORIUM | 07/11/2022 | 100.00 |
| | CH165 | PEST CONTROL - CITY HALL | 07/11/2022 | 70.00 |
| | E152 | PEST CONTROL - ELECTRIC | 07/01/2022 | 100.00 |
| | REC164 | PEST CONTROL - REC CENTER | 06/30/2022 | 90.00 |
| | REC164 | PEST CONTROL - REC CENTER | 06/30/2022 | 90.00 |
| | REC165 | PEST CONTROL - REC CENTER | 07/11/2022 | 105.00 |
| | REC165 | PEST CONTROL - REC CENTER | 07/11/2022 | 105.00 |
| Total : | | | | 740.00 |
| Total SABER PEST CONTROLL LLC (131183): | | | | 740.00 |
| SCHMIDTBERGER, AMANDA (132978) | | | | |
| | 41541119 | REC CENTER REFUND | 06/29/2022 | 25.00 |
| Total : | | | | 25.00 |
| Total SCHMIDTBERGER, AMANDA (132978): | | | | 25.00 |
| SECRETARY OF STATE (123386) | | | | |
| | 7112022 | FILING FEE - NOTARY PD | 07/11/2022 | 60.00 |
| Total : | | | | 60.00 |
| Total SECRETARY OF STATE (123386): | | | | 60.00 |

| Secondary Name | Invoice | Description | Invoice Date | Total Cost |
|--|----------|---|--------------|------------|
| SERENITY PREG. RESOURCE CENTER (131411) | | | | |
| OR MAININI, RITA | 1902-1 | ENCROACHMENT DEPOSIT REFUND | 07/11/2022 | 150.00 |
| Total : | | | | 150.00 |
| Total SERENITY PREG. RESOURCE CENTER (131411): | | | | 150.00 |
| SHAFFER, RACHEL (132977) | | | | |
| | 41917074 | REC CENTER REFUND | 07/05/2022 | 92.00 |
| Total : | | | | 92.00 |
| Total SHAFFER, RACHEL (132977): | | | | 92.00 |
| SHOSHONE MUNICIPAL PIPELINE (9130) | | | | |
| | 070122 | SMP WATER PURCHASE - JUNE 2022 | 07/01/2022 | 159,539.36 |
| Total : | | | | 159,539.36 |
| Total SHOSHONE MUNICIPAL PIPELINE (9130): | | | | 159,539.36 |
| SMITH, MATT (132175) | | | | |
| | 41541378 | REC CENTER REFUND | 06/29/2022 | 25.00 |
| Total : | | | | 25.00 |
| Total SMITH, MATT (132175): | | | | 25.00 |
| STATE OF WYOMING - LIEAP (9580) | | | | |
| | 062722 | REFUND ARP PAYMENT 14.2080.42 | 06/27/2022 | 400.00 |
| | 062722 1 | REFUND ARP PAYMENT 10.0390.35 | 06/27/2022 | 200.00 |
| | 070622 | REFUND ARP PAYMENT 13.2390.13 | 07/06/2022 | 350.00 |
| | 070622 1 | REFUND PORTION OF ARP REMITTANCE 17.0930.30 | 07/06/2022 | 117.28 |
| Total : | | | | 1,067.28 |
| Total STATE OF WYOMING - LIEAP (9580): | | | | 1,067.28 |
| STERANKO, SANDRA (132895) | | | | |
| | 070622 | REFUND EQUAL PAY BALANCE | 07/06/2022 | 1,000.00 |
| Total : | | | | 1,000.00 |
| Total STERANKO, SANDRA (132895): | | | | 1,000.00 |
| SUNBELT SOLOMON SERVICES LLC (132909) | | | | |
| | 361582 | FIELD RECLOSER MAINTENANCE | 06/28/2022 | 4,035.00 |
| Total : | | | | 4,035.00 |
| Total SUNBELT SOLOMON SERVICES LLC (132909): | | | | 4,035.00 |
| SUNLIGHT SPORTS (9660) | | | | |
| | 518-2213 | REFUND CREDIT BALANCE | 06/22/2022 | 5.00 |
| Total : | | | | 5.00 |

| Secondary Name | Invoice | Description | Invoice Date | Total Cost |
|---|----------|-------------------------------|--------------|------------|
| Total SUNLIGHT SPORTS (9660): | | | | 5.00 |
| SYSTEMS GRAPHICS INC (129162) | | | | |
| ADVANCED INFO SYSTEMS | 15853 | OUTSOURCE BILLS | 06/29/2022 | 16.57 |
| ADVANCED INFO SYSTEMS | 15853 | OUTSOURCE BILLS | 06/29/2022 | 102.42 |
| ADVANCED INFO SYSTEMS | 15853 | OUTSOURCE BILLS | 06/29/2022 | 93.77 |
| ADVANCED INFO SYSTEMS | 15853 | OUTSOURCE BILLS | 06/29/2022 | 93.14 |
| ADVANCED INFO SYSTEMS | 15853 | OUTSOURCE BILLS | 06/29/2022 | 115.75 |
| ADVANCED INFO SYSTEMS | 15863 | OUTSOURCE BILLS | 07/08/2022 | 8.61 |
| ADVANCED INFO SYSTEMS | 15863 | OUTSOURCE BILLS | 07/08/2022 | 53.24 |
| ADVANCED INFO SYSTEMS | 15863 | OUTSOURCE BILLS | 07/08/2022 | 48.75 |
| ADVANCED INFO SYSTEMS | 15863 | OUTSOURCE BILLS | 07/08/2022 | 48.42 |
| ADVANCED INFO SYSTEMS | 15863 | OUTSOURCE BILLS | 07/08/2022 | 60.18 |
| Total : | | | | 640.85 |
| Total SYSTEMS GRAPHICS INC (129162): | | | | 640.85 |
| THE MAN CUBS LLC (132999) | | | | |
| | 7212022 | CONCERTS IN THE PARK | 07/07/2022 | 2,000.00 |
| Total : | | | | 2,000.00 |
| Total THE MAN CUBS LLC (132999): | | | | 2,000.00 |
| THE OFFICE SHOP INC (7440) | | | | |
| | 207469 | COPIER CONTRACT - CITY SHOP | 06/29/2022 | 11.33 |
| | 207469 | COPIER CONTRACT - CITY SHOP | 06/29/2022 | 11.33 |
| | 207469 | COPIER CONTRACT - CITY SHOP | 06/29/2022 | 10.00 |
| | 207469 | COPIER CONTRACT - CITY SHOP | 06/29/2022 | 11.33 |
| | 207469 | COPIER CONTRACT - CITY SHOP | 06/29/2022 | 11.33 |
| | 207469 | COPIER CONTRACT - CITY SHOP | 06/29/2022 | 11.33 |
| Total : | | | | 66.65 |
| Total THE OFFICE SHOP INC (7440): | | | | 66.65 |
| THOMAS SCHULZ ENTERPRISES LLC (132606) | | | | |
| TOM SCHULZ | 41541243 | REC CENTER REFUND | 06/29/2022 | 15.00 |
| Total : | | | | 15.00 |
| Total THOMAS SCHULZ ENTERPRISES LLC (132606): | | | | 15.00 |
| VAN AUKEN, TRUTH (131597) | | | | |
| | 070622 | PERSONAL TRAINING SERVICES | 07/06/2022 | 744.81 |
| Total : | | | | 744.81 |
| Total VAN AUKEN, TRUTH (131597): | | | | 744.81 |
| WESCO DISTRIBUTION CORP (131137) | | | | |
| WESCO/KVA/MODERN WHOLESALE | 837784 | TOP II ELBOWS, 1/0 COOPER TOP | 06/22/2022 | 2,420.00 |
| Total : | | | | 2,420.00 |
| Total WESCO DISTRIBUTION CORP (131137): | | | | 2,420.00 |

| Secondary Name | Invoice | Description | Invoice Date | Total Cost |
|---|------------|---|--------------|------------|
| WESTERN UNITED ELECTRIC SUPPLY (10605) | | | | |
| | 6063240 | 4/0 TRI-PLEX; URD | 07/05/2022 | 7,180.00 |
| Total : | | | | 7,180.00 |
| Total WESTERN UNITED ELECTRIC SUPPLY (10605): | | | | 7,180.00 |
| WESTON, JOHN (132996) | | | | |
| OR WESTON, TAMI | 10.0250.23 | UTILITY DEPOSIT REFUND | 07/05/2022 | 137.68 |
| Total : | | | | 137.68 |
| Total WESTON, JOHN (132996): | | | | 137.68 |
| WHITLOCK, BRETT (132989) | | | | |
| | 41527735 | REC CENTER REFUND | 06/29/2022 | 4.00 |
| Total : | | | | 4.00 |
| Total WHITLOCK, BRETT (132989): | | | | 4.00 |
| WOODS, JADE (130585) | | | | |
| | 14.2110.33 | UTILITY DEPOSIT REFUND | 07/08/2022 | 351.60 |
| Total : | | | | 351.60 |
| Total WOODS, JADE (130585): | | | | 351.60 |
| WYOMING DEPARTMENT OF WORKFORCE SERVICES (10670) | | | | |
| WORKERS COMPENSATION DIV | 7722 | CONTRIBUTIONS | 07/07/2022 | 9,323.01 |
| WORKERS COMPENSATION DIV | 7722 | PD VOLUNTEERS | 07/07/2022 | 11.61 |
| WORKERS COMPENSATION DIV | 7722 | REC VOLUNTEERS | 07/07/2022 | 185.76 |
| Total : | | | | 9,520.38 |
| Total WYOMING DEPARTMENT OF WORKFORCE SERVICES (10670): | | | | 9,520.38 |
| WYOMING MUNICIPAL POWER AGENCY (10920) | | | | |
| | 202206-1 | POWER PURCHASE - JUNE 2022 | 06/28/2022 | 310,233.68 |
| | 202206-1 | DEMAND PURCHASE - JUNE 2022 | 06/28/2022 | 407,929.62 |
| Total : | | | | 718,163.30 |
| Total WYOMING MUNICIPAL POWER AGENCY (10920): | | | | 718,163.30 |
| WYOMING PEACE OFFICERS ASSC. (127646) | | | | |
| | 2022 | 2022 ANNUAL MEMBERSHIP DUES - 19 OFFICERS | 07/01/2022 | 170.00 |
| Total : | | | | 170.00 |
| Total WYOMING PEACE OFFICERS ASSC. (127646): | | | | 170.00 |
| YJ CONSTRUCTION LLC (132992) | | | | |
| | 16.9235.10 | UTILITY DEPOSIT REFUND | 07/01/2022 | 417.32 |
| Total : | | | | 417.32 |



City of Cody Agenda Request Form



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

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

Name of person to appear before the Council Ryan Beardall and CHS Students

Organization Represented Cody High School Student Council

Date you wish to appear before the Council July 19, 2022

Email Address rbeardall@park6.org Telephone (307) 899-1704

Names of all individuals who will speak on this topic Ryan Beardall, CHS Students

Event Title (if applicable) CHS Homecoming 2022

Date(s) of Event (if applicable) September 26-30, 2022

Location of Event (if applicable) Beck Lake Park for bonfire and Sheridan Ave

Full description of topic to be discussed (include all relevant information including any street closures, times of event, any special requirements or request etc., attach additional sheet if necessary and map showing location of event where applicable)

Requesting city permission and help for the Homecoming Bonfire at Beck Lake Park on Tuesday, September 27, 2022. It will be from 6pm-10pm. Requesting city to help set-up and clean-up sand for the bonfire. Requesting permission to hold parade and close Sheridan Ave on Friday, September 30, 2022. Lineup will begin at 1:45. The parade will be at 2:00 until 2:30 on Sheridan Ave from 14th St until 9th St. It also requires closing Rumsey Ave from 13th St until 15th St. and closing 14th St from Sheridan Ave to Salisbury Ave. Traffic plans and liability insurance is attached.

Which City employee(s) have you spoken to about this issue? None

Signature

Date 5/1/2022



WYOMING DEPARTMENT OF TRANSPORTATION
Special Event Application

APPLICATION

Event Name Cody High School Homecoming Parade 2022 Event Date 9/30/2022
Type of Event: Parade
Event Director or Organizer Ryan Beardall Telephone 307-899-1704
Address 1225 10th St, Cody, WY 82414 Email rbeardall@park6.org
Club Affiliation or Sponsor CHS Student Council Estimated Number of Participants 100+

Course Information: ☐ Total closure ☒ Partial closure ☐ Remain open to traffic (Check appropriate box(s) (Explain in Event Description)

I (we) CHS Student Council hereby make application for a special permit
upon the right-of-way of:

highway US 14/16/20 (Cody) between milepost 51.69 and milepost 52.18
highway _____ between milepost _____ and milepost _____
highway _____ between milepost _____ and milepost _____
highway _____ between milepost _____ and milepost _____
on 9/24/2021 between 1:45pm and 2:45pm
Date Time Time

I (we) agree to strictly conform to the exhibits attached hereto, subject to all terms, conditions, agreements, stipulations and provisions contained in the application and permit, in Chapter XXIII rules and regulations of the Wyoming Department of Transportation, and any other applicable regulations, laws or ordinances.

EVENT DESCRIPTION (Attach event map): _____

Line up for parade will begin at 1:45-2:00, 9/30/2022. Staging will be on 14th St. from Sheridan Ave to Salsbury Ave and on Rumsey Ave from 13th St to 15th St. There will be around 30 entries. Parade will begin at 2:00pm and run along Sheridan Ave from 14th St to 9th St. Float disassembly will be on 9th St and Beck Avenue. Insurance Certificate will be attached.

Prior to the event, I (we) agree to review the course to determine potential problems that could endanger participants and equipment and to notify the participants of them. If I (we) determine the problems to be severe, I (we) agree to cancel the event.

WYOMING DEPARTMENT OF TRANSPORTATION
Special Event Application

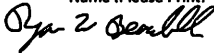
APPLICATION

Permittee must provide a certificate of insurance as evidence of an existing Comprehensive or Commercial General Liability Policy, including contractual liability coverage, with limits not less than \$500,000.00 combined single limit for all claims arising out of a single accident or occurrence.

THE PERMITTEE SHALL DEFEND, HOLD HARMLESS AND INDEMNIFY THE STATE OF WYOMING, DEPARTMENT OF TRANSPORTATION AND ITS OFFICERS, AGENTS, EMPLOYEES AND MEMBERS FROM ALL SUITS OR ACTION WHICH MAY RESULT FROM ANY ACTIVITY BY THE PERMITTEE, ITS OFFICERS, SUBCONTRACTORS, AGENTS OR EMPLOYEES.

Ryan Beardall

Name (Please Print)



Signature

05/2/2022

Date (Minimum of 60 days prior to event)

1225 10th St

Address

Cody, WY 82414

City, State and Zip

307-899-1704

Telephone

Approval must be obtained from the city, town or county government if the closure restricts the use of any road, street or highway of the affected jurisdiction.

Approved by city or town if applicable

Name/Title (Please Print)

Signature/Title

Date

Address

City, State and Zip

Telephone

Approved by county if applicable

Name/Title (Please Print)

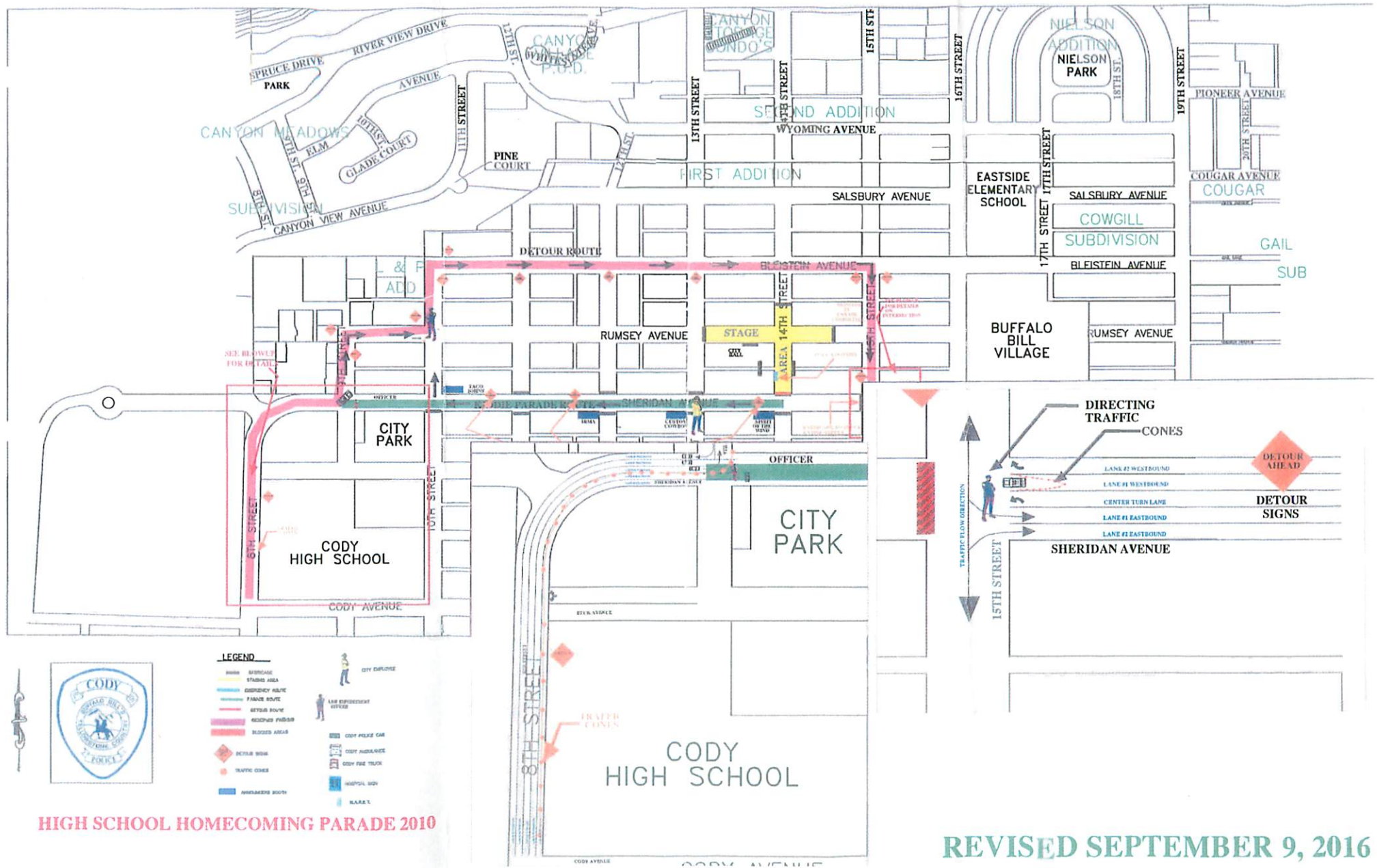
Signature/Title

Date

Address

City, State and Zip

Telephone



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Shoshone Project, Wyoming

WATER SERVICE CONTRACT BETWEEN
THE UNITED STATES OF AMERICA
AND SHOSHONE MUNICIPAL WATER JOINT POWERS BOARD
D.B.A. THE SHOSHONE MUNICIPAL PIPELINE, WYOMING

TABLE OF CONTENTS

| Article No. | Title | Page No. |
|----------------|-------------|----------|
|----------------|-------------|----------|

PREAMBLE AND

| | |
|-----------------------------------|----------|
| EXPLANATORY RECITALS | 1 |
|-----------------------------------|----------|

| | |
|-------------------------------------|----------|
| 1. GENERAL DEFINITIONS | 3 |
|-------------------------------------|----------|

| | |
|--|----------|
| 2. EFFECTIVE DATE AND CONTRACT TERM | 3 |
|--|----------|

| | |
|---------------------------------------|----------|
| 3. WATER TO BE FURNISHED | 4 |
|---------------------------------------|----------|

| | |
|---|----------|
| 4. POINT OF DELIVERY, MEASUREMENT AND RESPONSIBILITY FOR DELIVERY OF WATER | 4 |
|---|----------|

| | |
|--|----------|
| 5. WATER SERVICE PAYMENT AND OM&R OBLIGATIONS | 5 |
|--|----------|

| | |
|---|----------|
| 6. TERMINATION OF THE CONTRACT | 6 |
|---|----------|

| | |
|-------------------------------------|----------|
| 7. CONTRACT COMPLIANCE | 7 |
|-------------------------------------|----------|

| | |
|--|----------|
| 8. CONTRACT NOT A WATER RIGHT | 7 |
|--|----------|

| | |
|------------------------------|----------|
| 9. SEVERABILITY | 7 |
|------------------------------|----------|

| | |
|--|----------|
| 10. CHARGES FOR DELINQUENT PAYMENTS | 7 |
|--|----------|

| | |
|---|----------|
| 11. GENERAL OBLIGATION—BENEFITS CONDITIONED UPON PAYMENT | 8 |
|---|----------|

| | |
|--|----------|
| 12. EMERGENCY RESERVE FUND (One-Time Deposit) | 8 |
|--|----------|

| | |
|---|----------|
| 13. CONFIRMATION OF CONTRACT | 9 |
|---|----------|

| | |
|--------------------------|-----------|
| 14. NOTICES | 10 |
|--------------------------|-----------|

| | |
|--|-----------|
| 15. CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS | 10 |
|--|-----------|

| | |
|---|-----------|
| 16. OFFICIALS NOT TO BENEFIT | 10 |
|---|-----------|

| | |
|---|-----------|
| 17. CHANGES IN CONTRACTOR'S ORGANIZATION | 10 |
|---|-----------|

| | |
|--|-----------|
| 18. ASSIGNMENT LIMITED—SUCCESSORS AND ASSIGNS OBLIGATED | 11 |
|--|-----------|

| | |
|--|-----------|
| 19. BOOKS, RECORDS, AND REPORTS | 11 |
|--|-----------|

| | |
|---|-----------|
| 20. RULES, REGULATIONS, AND DETERMINATIONS | 11 |
|---|-----------|

| | |
|--|---------------|
| 21. PROTECTION OF WATER AND AIR QUALITY | 11 |
| 22. WATER CONSERVATION..... | 12 |
| 23. EQUAL EMPLOYMENT OPPORTUNITY | 12 |
| 24. COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS | 13 |
| 25. CERTIFICATION OF NONSEGREGATED FACILITIES..... | 14 |
| 26. MEDIUM FOR TRANSMITTING PAYMENTS | 15 |
| 27. CONSTRAINTS ON THE AVAILABILITY OF WATER..... | 15 |
| 28. CONTRACT DRAFTING CONSIDERATIONS..... | 15 |
| SIGNATURE PAGE..... | 15 |
| EXHIBIT A (Emergency Reserve Fund Letter) | |
| EXHIBIT B (Confirmation of Contract Letter) | |
| EXHIBIT C (Consent Letters) | |

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION**

Shoshone Project, Wyoming

**WATER SERVICE CONTRACT BETWEEN
THE UNITED STATES OF AMERICA
AND SHOSHONE MUNICIPAL WATER JOINT POWERS BOARD
D.B.A. THE SHOSHONE MUNICIPAL PIPELINE, WYOMING**

THIS CONTRACT, executed upon the date identified in the Contracting Officer's digital signature, between the UNITED STATES OF AMERICA, hereinafter called the "United States," acting through the Secretary of the Interior, pursuant generally to the Act of June 17, 1902 (32 Stat. 388; 43 U.S.C. 391, et seq.), and acts amendatory thereof or supplementary thereto particularly, but not limited to Subsection 9(c) of the Act of August 4, 1939 (53 Stat. 1194; 43 U.S.C. 485h(c)), Subsection 9 of the Act of December 22, 1944 (58 Stat. 891), the Act of June 21, 1963 (Pub. L. 88-44, 77 Stat. 68), and the Reclamation Reform Act of 1982 (Pub. L. 97-293, 96 Stat. 1261), all collectively known as the Federal Reclamation laws, and the SHOSHONE MUNICIPAL WATER JOINT POWERS BOARD d.b.a. SHOSHONE MUNICIPAL PIPELINE, WYOMING, a joint powers board duly organized and existing under the laws of the State of Wyoming, with its principal office in Cody, Wyoming, hereinafter referred to as "SMP" or "Contractor," each sometimes individually called "Party," and collectively called "Parties."

WITNESSETH, THAT:

EXPLANATORY RECITALS

The following statements are made in explanation:

a. WHEREAS, the Shoshone Project (Project) was authorized by the Secretary of the Interior on February 10, 1904. The main features of the Project include the Buffalo Bill Dam and Reservoir and the Shoshone and Heart Mountain Power Plants. The Project was authorized for the purposes of irrigation, hydroelectric power, and recreation; and

b. WHEREAS, the United States holds water rights in Buffalo Bill Dam under Permit No. 492R for 159,000 acre-feet (AF) with a priority date of March 15, 1904, Permit No. 751R for 297,100 AF with a priority date of September 7, 1905, and Permit No. 9553R for 187,940 AF with a priority date of June 19, 1980; and

c. WHEREAS, the Reclamation Reform Act of 1982 (Pub. L. 97-293, 96 Stat. 1261) authorizes inclusion of the Project into the Pick-Sloan Missouri Basin Program and added municipal and industrial (M&I) use to the authorized purposes; and

d. WHEREAS, Reclamation and the Town of Deaver and Deaver Irrigation District entered into a Contract No. 14-06-600-513 December 28, 1953; and

e. WHEREAS, Reclamation and four municipalities entered into water service contracts for supplemental storage water out of Buffalo Bill Reservoir in 1980 and 1982 (The City of Cody on July 1, 1980; the City of Powell on September 27, 1982; the Town of Byron on August 5, 1982; and the Town of Lovell on June 20, 1980); and

f. WHEREAS, each of the five municipalities assigned in writing, all rights and obligations created by their respective contract to the SMP, the City of Cody (dated July 14, 1987), City of Powell (dated July 14, 1987), Town of Byron (dated July 2, 1987), Town of Lovell (dated July 14, 1987); and Town of Deaver on July 15, 1987; and

g. WHEREAS, Reclamation and SMP entered into Contract No. 1-07-60-W0703 dated June 11, 1991, which assigned all rights and obligations of the individual contracts to SMP and also authorized SMP to deliver water throughout SMP's water service area; and

h. WHEREAS, Reclamation entered into 2-year Temporary Water Service Contracts with the City of Cody and the Town of Lovell in 2020 to bring their contract expiration dates in line with the City of Powell and the Town of Byron; and

i. WHEREAS, Reclamation determined that the expiration of the individual contracts with the municipalities affected the June 11, 1991 contract with SMP, and therefore, a new water service contract must be executed with SMP in order to continue the diversion of water from Buffalo Bill Reservoir for delivery throughout the service area; and

j. WHEREAS, SMP has requested to enter into a long-term Contract to provide up to 9,725 AF of supplemental water from the Project for municipal and industrial (M&I) purposes; and

k. WHEREAS, the United States agrees to enter into a long-term Contract to continue to provide water to SMP so that they may deliver the water throughout their service area; and

l. WHEREAS, the four municipalities with expiring contracts (City of Cody, City of Powell, Town of Byron, and Town of Lovell) understand that they will no longer have a contractual relationship with Reclamation as they will be receiving water directly from SMP (see Exhibit C – Consent Letters); and

m. WHEREAS, such water service will not affect the operation of the Project facilities; and

NOW, THEREFORE, in consideration of the mutual and dependent covenants herein contained, it is agreed by the Parties hereto as follows:

1. GENERAL DEFINITIONS

Where used in this Contract, the terms:

- a. “Calendar Year” shall mean the period January 1 through December 31.
- b. “Contract” shall mean this Contract – Contract No. 229E660072.
- c. “Contracting Officer” or “Secretary” shall mean the Secretary of the Interior of the United States or the Secretary’s duly authorized representative.
- d. “Firm Supply” shall mean the 9,725 AF of water SMP is securing from Buffalo Bill Reservoir under the United States Permit No. 492R, Permit No. 751R, and Permit No. 9553R.
- e. “Municipal and Industrial (M&I)” shall mean all purposes other than the use of Project water to irrigate land primarily for the production of commercial agricultural crops or livestock, and domestic purposes that are incidental thereto.
- f. “Operation, Maintenance and Replacement (OM&R) Costs” shall mean those activities and actions necessary to ensure the continued structural integrity and operational reliability of Project features, including but not limited to major nonrecurring maintenance of the Project Works that is intended to ensure the continued safe, dependable, and reliable delivery of authorized Project benefits and appropriate charges for associated indirect costs and administration as determined by the Contracting Officer, and shall include such additional costs as hereinafter provided. Such expenses shall include those required to remedy conditions brought about by ordinary use of the Project or to restore or replace components of the existing Project and shall not include expenses to increase or enlarge such works beyond the purposes for which they were originally authorized and constructed.
- g. “Project” shall mean the Shoshone Project, Wyoming.
- h. “Project Works” shall mean all facilities of the Project used in the delivery of water to the Contractor.

2. EFFECTIVE DATE AND CONTRACT TERM

- a. This Contract shall become effective upon the date identified in the Contracting Officer’s digital signature, shall supersede and replace Contract Numbers 1-07-60-W0703, 2-07-60-WS130, 2-07-60-WS133, 209E660089, and 209E660090, and shall extend for a period of 40 (forty) years from the date identified in the Contracting Officer’s signature unless terminated under the provisions herein.
- b. The Contractor may request renewal of this Contract upon written request to the Contracting Officer on or before 2 (two) years prior to the expiration of this Contract. Such

renewal shall be upon terms and conditions as may be mutually agreeable between the Parties based upon Federal Reclamation laws and policy in effect at that time.

3. WATER TO BE FURNISHED

a. The purpose for which water is furnished under this Contract is solely for M&I use throughout the Contractor's service area. The proposed Contract will be for year-round water service to SMP for M&I purposes and will not exceed 9,725 AF annually from the Shoshone Project. Should the Contractor require additional amounts of water, the United States may consider amending this Contract upon written request, should there be available water from the Project.

4. POINT OF DELIVERY, MEASUREMENT AND RESPONSIBILITY FOR DELIVERY OF WATER

a. The United States will release up to 9,725 AF of water annually from the Shoshone Project to furnish the SMP its supplemental water requirement for M&I purposes. The United States will furnish said water through SMP's tap at the Spirit Mountain Energy Dissipation Structure. During periods of inspection and maintenance of the conduit, water will be released to the Shoshone River at the outlet works of Buffalo Bill Dam. The SMP will be solely responsible for making necessary arrangements to provide water to its municipal customers, including but not limited to, providing intake works necessary to divert its water supply. The SMP will also be solely responsible for any transportation losses that occur in its conveyance system. The SMP is also required to install any OM&R measurement devices at their sole expense. The United States may periodically inspect the measurement devices.

b. Annually, by January 31, the SMP shall provide the United States a schedule of proposed annual water use, showing as a minimum the expected monthly flow requirement or continuous release and the accumulated monthly water use in AF. The United States shall release water from the Project in accordance with such schedule, as far as possible. Provided, that the SMP may modify the proposed annual water use schedule at any time during the year by giving the United States at least 30 days advance notice prior to a proposed change.

c. Annually, by January 31, the SMP shall provide the United States a schedule of actual annual water use from the previous Calendar Year, showing the actual monthly water use in AF.

d. The United States shall not be responsible for the control, carriage, handling, use, disposal, or distribution of water furnished to the SMP hereunder beyond the point of delivery at the outlet works of the Project as provided in this Article, and the SMP shall hold the United States harmless on account of damage or claim of any nature whatsoever, including property damage, personal injury, or death arising out of or connected with the control carriage, handling, use, disposal or distribution of such water beyond said point of delivery at the outlet works of the Project.

e. The United States reserves the right to claim all of the waste, seepage, or return flow derived from the water furnished pursuant to this Contract, and the same is hereby reserved and retained by the United States for use in a manner consistent with the provisions of State law.

5. WATER SERVICE PAYMENT AND OM&R OBLIGATIONS

a. On or before May 31 of each year, or 30 (thirty) days after a bill is issued by the Contracting Officer if the bill is not issued by May 1 of any such year, the SMP shall pay the United States the following charges: (1) Water Service, (2) OM&R, and (3) Administrative Accounting Charge.

b. Water Service:

i. The SMP shall be charged annually an upfront non-refundable water service charge for 1,125 AF. The initial annual non-refundable water service charge will be in the amount of \$15,750 (\$14.00 per AF x 1,125 AF = \$15,750) which will entitle SMP to 1,125 AF of stored water. This payment shall be nonrefundable regardless of whether or not SMP uses the water. Each subsequent year's per AF water service charge will annually be adjusted based on the previous 5-year (Calendar Year) rolling average Consumer Price Index for All Urban Consumers (CPI-U) – Series Titled “All items in U.S. city average, all urban consumers, not seasonally adjusted.”

ii. The SMP shall be charged an annual upfront non-refundable standby charge in the amount of \$8,600 (\$1.00 per AF for the remaining 8,600 AF). This payment shall be non-refundable regardless of whether or not SMP uses the water. The standby charge will change annually based on the annual adjusted rate as calculated pursuant to Subarticle i. above.

iii. The SMP shall also pay an upfront water service charge for any additional water estimated over the base amount of 1,125 AF, up to the maximum amount of 9,725 AF at the applicable adjusted annual rate as calculated pursuant to Subarticle i. above, less the standby charge pursuant to Subarticle ii. above.

iv. On the following year's bill, the SMP shall receive a credit for any water paid for pursuant to Subarticle iii. above but not used.

v. At the time of contract execution, the aggregate supply of Basic Water and Standby water is split out by municipalities as follows:

| | Cody | Powell | Byron | Lovell | Deaver | Total |
|------------|-------|--------|-------|--------|--------|-------|
| Basic AF | 500 | 300 | 100 | 100 | 125 | 1,125 |
| Standby AF | 4,500 | 2,700 | 500 | 900 | 0 | 8,600 |
| Total | 5,000 | 3,000 | 600 | 1,000 | 125 | 9,725 |

c. OM&R Costs:

SMP will have two components to their annual OM&R charge:

i. The United States shall determine SMP's proportionate share of the OM&R Costs at Buffalo Bill Dam by dividing the estimated current Calendar Year OM&R for the Project by the total reservoir storage in AF at the top of the active conservation pool (elevation 5,393.50), which at the time of execution of the Contract was 646,565 AF. This calculation provides a per AF OM&R expense each year that is based on the actual OM&R costs. Then, this per AF OM&R expense is multiplied by the Firm Supply (9,725 AF) which provides SMP's annual cost. Finally, on the next billing cycle the estimate will be trued up to reflect the actual costs based on the same calculations as follows: The actual Calendar Year OM&R costs shall be divided by the top of the active conservation pool and then multiplied by the Firm Supply (9,725 AF). The difference between the estimate and the actual shall be credited or charged, as appropriate, on the next succeeding bill for payment; provided, that in order to avoid incurring a deficit in the funding of such costs, the Contracting Officer may bill the Contractor for any projected deficit and the Contractor shall pay such amount within 30 days after receipt of such notice thereof.

ii. Proportionate Share of OM&R at Shoshone Canyon Conduit: SMP will pay the proportionate share of costs on the pressurized section of the Shoshone Canyon Conduit and Dissipation Structure. Should Reclamation change SMP's proportionate share, written notice will be provided 1 (one) year prior to the change taking effect.

d. Administrative Accounting Charge:

i. The SMP shall pay an annual administrative accounting charge of \$200.00. This payment shall be non-refundable regardless of whether or not the SMP uses the water.

6. TERMINATION OF THE CONTRACT

a. Upon failure of the SMP to perform any of the obligations under this Contract, the Contracting Officer may give notice to SMP in writing of the nature of the default and require the SMP to correct the failure or noncompliance within a period specified in such notice, but not more than 45 (forty-five) days. Upon SMP's failure to do so, the Contracting Officer may elect to terminate this Contract or may withhold the delivery of water at his/her sole discretion. Such termination shall not be construed as preventing the Contracting Officer from asserting any other remedies available to him/her resulting from the SMP's actions.

b. The SMP shall have the right to terminate this Contract in the event there is no further need of the water service provided herein. Notice of intent by the SMP to terminate this Contract shall be provided in writing to the Contracting Officer at least 45 (forty-five) days prior to the termination date proposed. Provided, that termination under this provision shall become effective no sooner than on the succeeding anniversary date of this Contract following such written notice.

c. The SMP has a provision in its Joint Powers Agreement with the municipalities which allows each municipality the option to opt out of the Joint Powers agreement. Should any

of the municipalities opt out of the Joint Powers Agreement, SMP shall request amendment of this Contract to remove that municipality and the requested amount and the municipality will need to enter into a separate contract with the United States for any contracted water from the Project.

d. Termination of this Contract for any cause shall not relieve the SMP of any obligations incurred by way of this Contract prior to the effective date of termination.

7. CONTRACT COMPLIANCE

During the term of this Contract, the United States reserves the right to conduct Contract compliance reviews to ensure the water use provided under this Contract is in accordance with the Contract terms and conditions and is delivered and used pursuant to laws and policies in effect at the time.

8. CONTRACT NOT A WATER RIGHT

No provisions of this Contract, nor any renewal thereof, nor the furnishing of water hereunder will be construed to bind the United States after the expiration of this Contract, or as the basis of a permanent water right. The SMP will be solely responsible for compliance with Wyoming law as it relates to the use of water under this Contract and shall be responsible for acquiring all necessary permits or licenses from the appropriate Federal, State, or local authorities necessary for the delivery of water.

9. SEVERABILITY

In the event that any one or more of the provisions contained herein is, for any reason, held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Contract, but this Contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause the fundamental benefits afforded the Parties by this Contracts to become unavailable or materially altered.

STANDARD ARTICLES

10. CHARGES FOR DELINQUENT PAYMENTS

a. The Contractor shall be subject to interest, administrative, and penalty charges on delinquent payments. If a payment is not received by the due date, the Contractor shall pay an interest charge on the delinquent payment for each day the payment is delinquent beyond the due date. If a payment becomes 60 days delinquent, the Contractor shall pay, in addition to the interest charge, an administrative charge to cover additional costs of billing and processing the delinquent payment. If a payment is delinquent 90 days or more, the Contractor shall pay, in addition to the interest and administrative charges, a penalty charge for each day the payment is delinquent beyond the due date, based on the remaining balance of the payment due at the rate of

6 percent per year. The Contractor shall also pay any fees incurred for debt collection services associated with a delinquent payment.

b. The interest rate charged shall be the greater of either the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments, or the interest rate of 0.5 percent per month. The interest rate charged will be determined as of the due date and remain fixed for the duration of the delinquent period.

c. When a partial payment on a delinquent account is received, the amount received shall be applied first to the penalty charges, second to the administrative charges, third to the accrued interest, and finally to the overdue payment.

11. GENERAL OBLIGATION—BENEFITS CONDITIONED UPON PAYMENT

a. The obligation of the Contractor to pay the United States as provided in this Contract is a general obligation of the Contractor notwithstanding the manner in which the obligation may be distributed among the Contractor's water users and notwithstanding the default of individual water users in their obligation to the Contractor.

b. The payment of charges becoming due pursuant to this Contract is a condition precedent to receiving benefits under this Contract. The United States shall not make water available to the Contractor through the Project facilities during any period in which the Contractor is in arrears in the advance payment of water rates or any OM&R charges due the United States. The Contractor shall not deliver water under the terms and conditions of this Contract to Parties that are in arrears in the advance payment of water rates or OM&R charges as levied or established by the Contractor.

12. EMERGENCY RESERVE FUND (One-Time Deposit)

The SMP has provided a letter dated April 12, 2022 (Exhibit A), attached hereto and incorporated into this Contract that adequately demonstrates to the Contracting Officer that sufficient funds are available and will be available throughout the term of this Contract for the SMP to use to meet its obligations under the Contract in the event of an emergency. The Contractor shall maintain unencumbered cash balances to meet costs incurred during periods of special stress caused by damaging droughts, storms, earthquakes, floods, or other emergencies threatening or causing interruption of water service. Funding that is to be provided from the Contractor's unencumbered cash balances shall be available within a reasonable time to meet expenses for the purposes described in this Contract. This fulfills the requirement for the following Standard Article:

(a) Commencing on execution of this Contract, the Contractor shall establish and maintain a reserve fund or demonstrate to the satisfaction of the Contracting Officer that other funds are available for use as an emergency reserve fund. The Contractor shall establish and maintain that emergency reserve fund to meet costs incurred during periods of special stress caused by damaging droughts, storms, earthquakes, floods, or other emergencies threatening or causing interruption of water service.

(b) The Contractor shall accumulate the reserve fund with a one-time deposit or investment of not less than \$_____ to a Federally insured, interest- or dividend-bearing account or in securities guaranteed by the Federal Government: Provided, That money in the reserve fund, including accrued interest, shall be available within a reasonable time to meet expenses for such purposes as those identified in paragraph (d) herein. Following an emergency expenditure from the fund, annual deposits of \$_____ shall continue from the year following the emergency expenditure until the previous balance is restored. After the previous balance is restored, the annual deposits may be discontinued and the interest earnings shall continue to accumulate and be retained as part of the reserve fund.

(c) Upon mutual written agreement between the Contractor and the Contracting Officer, the accumulated reserve fund may be adjusted to account for risk and uncertainty stemming from the size and complexity of the Project; the size of the annual operation and maintenance budget; additions to, deletions from, or changes in Project works; and operation and maintenance costs not contemplated when this Contract was executed.

(d) The Contractor may make expenditures from the reserve fund only for meeting routine or recurring operation and maintenance costs incurred during periods of special stress, as described in paragraph (a) herein; for meeting unforeseen extraordinary operation and maintenance costs; or for meeting unusual or extraordinary repair or replacement costs; or for meeting betterment costs (in situations where recurrence of severe problems can be eliminated) during periods of special stress. Proposed expenditures from the fund shall be submitted to the Contracting Officer in writing for review and written approval prior to disbursement. Whenever the reserve fund is reduced below the current balance by expenditures therefrom, the Contractor shall restore that balance by annual deposits as specified in paragraph (b) herein.

(e) During any period in which any of the Project works are operated and maintained by the United States, the Contractor agrees the reserve fund shall be available for like use by the United States.

(f) On or before _____ of each year, the Contractor shall provide a current statement of the principal and accumulated interest of the reserve fund account to the Contracting Officer.

13. CONFIRMATION OF CONTRACT

The SMP has provided a letter dated April 11, 2022 (Exhibit B), attached hereto and incorporated into this Contract, which fulfills the requirement for the following Standard Article:

Promptly after the execution of this Contract, the Contractor will provide evidence to the Contracting Officer that, pursuant to the laws of the State of Wyoming, the Contractor is a legally constituted entity and the Contract is lawful, valid, and binding on the Contractor. This Contract will not be binding on the United States until the Contractor provides evidence to the Contracting Officer's satisfaction. In addition to other forms of evidence to meet the requirements of this Article, the Contractor may provide or the Contracting Officer may require a certified copy of a final decree of a court of competent jurisdiction in the State of Wyoming,

confirming the proceedings on the part of the Contractor for the authorization of the execution of this Contract.

14. NOTICES

Any notice, demand, or request authorized or required by this Contract shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the

Area Manager, Wyoming Area Office
Bureau of Reclamation
PO Box 1630
Mills, WY 82644

and on behalf of the United States, when mailed, postage prepaid, or delivered to the

Shoshone Municipal Pipeline
PO Box 488
Cody, WY 82414

The designation of the addressee or the address may be changed by notice given in the same manner as provided in this Article for other notices.

15. CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

The expenditure or advance of any money or the performance of any obligation of the United States under this Contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any obligations under this Contract. No liability shall accrue to the United States in case funds are not appropriated or allotted.

16. OFFICIALS NOT TO BENEFIT

No Member of or Delegate to the Congress, Resident Commissioner, or official of the Contractor shall benefit from this Contract other than as a water user or landowner in the same manner as other water users or landowners.

17. CHANGES IN CONTRACTOR'S ORGANIZATION

While this Contract is in effect, no change may be made in the Contractor's organization, or by any other changes which may affect the respective rights, obligations, privileges, and duties of either the United States or the Contractor under this Contract including, but not limited to, dissolution, consolidation, or merger, except upon the Contracting Officer's written consent.

18. ASSIGNMENT LIMITED—SUCCESSORS AND ASSIGNS OBLIGATED

The provisions of this Contract shall apply to and bind the successors and assigns of the Parties hereto, but no assignment or transfer of this Contract or any right or interest therein by either Party shall be valid until approved in writing by the other Party.

19. BOOKS, RECORDS, AND REPORTS

The Contractor shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this Contract, including the Contractor's financial transactions; water supply data; Project OM&R logs; Project land and rights-of-way use agreements; land-ownership, land-leasing, and water-use data; and other matters that the Contracting Officer may require. Reports shall be furnished to the Contracting Officer in such form and on such date or dates as the Contracting Officer may require. Subject to applicable Federal laws and regulations, each Party to this Contract shall have the right during office hours to examine and make copies of the other Party's books and records relating to matters covered by this Contract.

20. RULES, REGULATIONS, AND DETERMINATIONS

a. The Parties agree that the delivery of water or the use of Federal facilities pursuant to this Contract is subject to Federal reclamation law, including but not limited to the Reclamation Reform Act of 1982 (43 U.S.C. 390aa, *et seq.*), as amended and supplemented, and the rules and regulations promulgated by the Secretary of the Interior under Federal reclamation law.

b. The Contracting Officer shall have the right to make determinations necessary to administer this Contract that are consistent with its expressed and implied provisions, the laws of the United States and the State of Wyoming, and the rules and regulations promulgated by the Secretary of the Interior. Such determinations shall be made in consultation with the Contractor.

21. PROTECTION OF WATER AND AIR QUALITY

a. The United States will care for, operate and maintain reserved works in a manner that preserves the quality of the water at the highest feasible level as determined by the Contracting Officer. The United States does not warrant the quality of the water delivered to the Contractor and is under no obligation to furnish or construct water treatment facilities to maintain or improve the quality of water delivered to the Contractor.

b. The Contractor will comply with all applicable water and air pollution laws and regulations of the United States and the State of Wyoming; and will obtain all required permits or licenses from the appropriate Federal, State, or local authorities necessary for the delivery of water by the Contractor; and will be responsible for compliance with all Federal, State, and local water quality standards applicable to surface and subsurface drainage and/or discharges generated through the use of Federal or Contractor facilities or Project water provided by the Contractor within its Project Water Service Area.

c. This article will not affect or alter any legal obligations of the Secretary to provide drainage or other discharge services.

22. WATER CONSERVATION

(a) Prior to the delivery of water provided from or conveyed through federally constructed or federally financed facilities pursuant to this Contract, the Contractor shall develop a water conservation plan, as required by subsection 210(b) of the Reclamation Reform Act of 1982 and 43 C.F.R. 427.1 (Water Conservation Rules and Regulations).

23. EQUAL EMPLOYMENT OPPORTUNITY

The following language is required by Executive Order No. 11246 of September 24, 1965, in all government contracts unless and until it is superseded or amended.

a. During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers

with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

24. COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

a. The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135, Title III; 42 U.S.C. § 6101, et seq.), Title II of the Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42 U.S.C. § 12131, et seq.), and any other applicable civil rights laws, and with the applicable implementing regulations and any guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

b. These statutes prohibit any person in the United States from being excluded from participation in, being denied the benefits of, or being otherwise subjected to discrimination

under any program or activity receiving financial assistance from the Bureau of Reclamation on the grounds of race, color, national origin, disability, or age. By executing this Contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

c. The Contractor makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal financial assistance extended after the date hereof to the Contractor by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this article and that the United States reserves the right to seek judicial enforcement thereof.

d. Complaints of discrimination against the Contractor shall be investigated by the Contracting Officer's Office of Civil Rights.

25. CERTIFICATION OF NONSEGREGATED FACILITIES

The Contractor hereby certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, disability, or otherwise. The Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Employment Opportunity clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause. The certification may be submitted either for each subcontract

or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

26. MEDIUM FOR TRANSMITTING PAYMENTS

a. All payments from the Contractor to the United States under this Contract shall be by the medium requested by the United States on or before the date payment is due. The required method of payment may include checks, wire transfers, or other types of payment specified by the United States.

b. Upon execution of the Contract, the Contractor shall furnish the Contracting Officer with the Contractor's taxpayer's identification number (TIN). The purpose for requiring the Contractor's TIN is for collecting and reporting any delinquent amounts arising out of the Contractor's relationship with the United States.

27. CONSTRAINTS ON THE AVAILABILITY OF WATER

a. In its operation of the Project, the Contracting Officer will use all reasonable means to guard against a condition of shortage in the quantity of water to be made available to the Contractor pursuant to this Contract. In the event the Contracting Officer determines that a condition of shortage appears probable, the Contracting Officer will notify the Contractor of said determination as soon as practicable.

b. If there is a condition of shortage because of inaccurate runoff forecasting or other similar operational errors affecting the Project; drought and other physical or natural causes beyond the control of the Contracting Officer; or actions taken by the Contracting Officer to meet current and future legal obligations, then no liability shall accrue against the United States or any of its officers, agents, or employees for any damage, direct or indirect, arising therefrom.

28. CONTRACT DRAFTING CONSIDERATIONS

This Contract has been negotiated and reviewed by the Parties hereto, each of whom is sophisticated in the matters to which this Contract pertains.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date identified in the Contracting Officer's digital signature.

THE UNITED STATES OF AMERICA

Brent C Esplin
Regional Director
Missouri Basin Region
Bureau of Reclamation

SHOSHONE MUNICIPAL PIPELINE

Jim Mentock
Chairman

ATTEST:

By _____

Title _____

APPROVED AS TO FORM AND SUBSTANCE:

CITY OF CODY

Matt Hall
Mayor

ATTEST:

By _____

Title _____

APPROVED AS TO FORM AND SUBSTANCE:

CITY OF POWELL

John Wetzel
Mayor

ATTEST:

By _____

Title _____

APPROVED AS TO FORM AND SUBSTANCE:

TOWN OF BYRON

Pamela Hopkinson
Mayor

ATTEST:

By _____

Title _____

APPROVED AS TO FORM AND SUBSTANCE:

TOWN OF LOVELL

Tom Newman
Mayor

ATTEST:

By _____

Title _____

APPROVED AS TO FORM AND SUBSTANCE:

TOWN OF DEEVER

William Camp
Mayor

ATTEST:

By _____

Title _____

| | |
|---------------------|-----------------------|
| MEETING DATE: | JULY 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 West Avenue Duplexes Subdivision

ACTIONS TO BE TAKEN

Approve the final plat for the West Avenue Duplexes Subdivision, an 8-lot subdivision, subject to conditions of approval.

SUMMARY

Ken McKinney has submitted the final plat application and construction plans for his 8-lot subdivision identified as the West Avenue Duplexes Subdivision. The property is zoned R-2 residential. Lot 1 is identified as a single-family lot, and the other seven lots are identified as duplex (two-family dwelling) lots.



SUBDIVISION REGULATIONS

The general subdivision ordinance requirements were reviewed with the preliminary plat approval. The following subdivision variances were granted by the City Council:

1. To allow a permanent dead-end street.
2. To allow use of the updated master plan street section and corresponding reduction in right-of-way width.
3. To allow a 100-foot curvature radius on the internal street (reduced from 200').
4. To waive the alley requirement.
5. To waive the block length requirement.
6. To waive burying (piping) of the relocated irrigation ditch.
7. To allow 4-foot sidewalks instead of 5-foot sidewalks.

Status of Preliminary Plat Conditions:

The conditions of the preliminary plat approval are listed below, with the status of each.

1. A maintenance agreement and/or homeowner's association shall be established for maintenance of the storm water infiltration facilities (trench). Submit the proposed document(s) with the final plat.

Status: Submitted, and a copy is attached. The following edits have been requested: Modify (lower) the percentage needed to amend the covenants-the minimum 90% specified is effectively 100% in this case, and covenants are usually set up so that one lot owner cannot

AGENDA ITEM NO. _____

hold the rest "hostage"; Language needs to be added specifying that the agreement can only be dissolved with the approval of the City of Cody; and, correct the minor typos.

2. The applicant will need to contact the post office for mail box location(s). The final location must be authorized by both the Post Office and City.
Status: Met.
3. Primary vehicle access for Lots 2 and 3 will be limited to the interior street, unless otherwise approved by Public Works. Include a note on the final plat to notify the lot owners of the restriction.
Status: Met. Shown as Subdivision Note 2.
4. The building on Lots 4 and 5 will need to be removed before the final plat is recorded, so that no building or zoning violations are created.
Status: Pending.
5. Relocate the irrigation ditch in a manner that flow is not interrupted for any significant amount of time, unless coordinated with the applicable water users.
Status: Pending, and required to be completed before building permits can be issued. Documentation has been provided that relocation has been coordinated with the irrigation company.
6. Include complete survey information and monumentation on the final plat.
Status: Met—shown on plat.
7. Obtain an approved street name from the street name committee—use "Court".
Status: Approved names are either Cocoa Court or David Court. Now that the street name has been approved, the plat can be updated accordingly.
8. In the construction plans that are to be submitted for approval with the final plat, clarify/include the following:
 - a. Curb stops are to be placed near the back of sidewalk, and a pigtail run below the dry utility trench to the back of the utility easement.
Status: Shown in plans—clarified by Note 8 on Sheet 2.
 - b. Raw water valves are to be placed near the back of sidewalk. No pigtail is needed.
Status: Clarified on plans.
 - c. Extend the sewer services to the back of the utility easement, as shown.
Status: Shown correctly on the plans.
 - d. Shift the secondary pedestal in front of Lot 7 to the south line of the lot.
Status: Met.
 - e. Include a street sign, stop or yield sign, and "No Outlet" sign.
Status: Shown on plans.
 - f. Clarify the West Avenue detail—18' from centerline to ribbon curb, and saw cut existing asphalt to provide clean edge.
Status: Done—see Sheet 1 detail.
 - g. Shift the infiltration trench to the north side of the drainage easement between Lots 4 and 5.

AGENDA ITEM NO. _____

Status: Met.

- h. Note the abandonment/removal of all unused utilities, per the requirements of the utility providers. (Includes overhead utilities and potentially gas, sewer, power, cable/phone, and water services to Lot 3.)

Status: The building on Lot 3 and the associated utilities will remain for now, so only the overhead lines (power and cable or phone) crossing the subdivision need abandoned at this time. The utility providers are advised that those lines will be removed.

9. The final plat application and construction documents shall otherwise comply with the City subdivision ordinance.

Status: The construction plans are relatively clean, other than as noted in "Other" below. It is not uncommon that the construction plans lack the signatures of the utility providers showing their approval of the plan at this point. Once all edits have been made to the plans, the signatures can be obtained, which must occur prior to construction of the subdivision infrastructure.

10. Payment of the cash-in-lieu of public use area fee will need to occur prior to the mayor signing the final plat.

Status: Pending.

Other:

1. Applicable utility connection fees will need to be paid prior to the mayor signing the final plat (electrical estimate and water tap fees).
2. The extension of power from the east, down West Avenue needs further coordination with Public Works regarding alignment. The electric division is working on acquiring additional easement, which would allow the lines to run south of the 30' wide right-of-way of West Avenue.
3. The final plat needs the legal description wording in the certificate of owner edited. Discuss options with the City planner and modify the language.
4. The owner and engineer have entered into an agreement to go through the necessary State processes to transfer the surface water rights to the City, as required.
5. It is noted that the domestic water curb stops to the duplex lots will be 1" in size. What happens after that—whether the water line continues as a 1" line to serve each duplex or is split into two ¾" services with individual curb stops is up to the developer. Curb stops for individual ¾" services would be at the cost of the developer and is not included in the utility fee calculation.
6. The developer requests and additional variance, as staff presented to him in the last report. It is noted as variance #8 on the final plat, and is "...to allow issuance of building permits prior to the subdivision improvements being completed and accepted. Developer agrees to no lot sales, no certificates of occupancy, and to restrict access to the owner's contractors only until the subdivision improvements are completed and accepted by the City of Cody."

RECOMMENDATION:

The Planning and Zoning Board recommends to City Council the approval of the additional variance relating to issuance of building permits (Note 8 on Final Plat), and the approval of the final plat and

AGENDA ITEM NO. _____

construction plans, subject to the following conditions. (Note: Conditions 2 are updated based on current status):

Prior to the mayor signing the final plat (and prior to construction of the subdivision improvements):

1. Provide a copy of the construction plans with approval signatures of all 3rd party utility providers and the electric division. Be sure to include the phone company for the relocation of the telephone pedestals. If Public Works obtains the utility easements along the south side of West Avenue as anticipated, modify the electrical trench route to utilize those easements. Coordinate with Public Works.
2. Update the stormwater facility maintenance agreement, as recommended by the City attorney.
3. Remove the building on Lots 4 and 5.
4. Update the final plat with the approved street name.
5. On the final plat, clarify/edit the legal description in the certificate of owner.
6. Modify Variance #8, by adding at the end: "and accepted by the City of Cody."
7. Pay the cash-in-lieu of public use area fee, in the amount of \$11,577.00.
8. Pay applicable utility connection fees (electrical estimate, water tap fees, and raw water tap fees).

Prior to issuance of building permits:

9. Relocate the irrigation ditch in a manner that flow is not interrupted for any significant amount of time, unless coordinated with the applicable water users.
10. Abandon the overhead lines across the property.

Other:

11. Perform the construction and inspections as required so that upon completion of the improvements there can be provided the engineer's certification, developer's one-year warranty on the improvements, and other information as necessary to comply with Section 11-5-1(A) of the subdivision ordinance.
12. Upon completion, provide a summary to the City finance officer of the value of each of the public improvements by general category (street, sewer, water, power) for contributed capital purposes.

ATTACHMENTS:

Final Plat
Construction Plans
Drainage Report
Utility correspondence
Irrigation approval
Agreement to transfer surface water

H:\PLANNING DEPARTMENT\FILE REVIEWS\MAJOR-MINOR SUBDIVISION\2021\SUB2021-08 MCKINNEY - WEST AVENUE\STAFF REPORTS\AGENDA SUMMARY FINAL PLAT.DOCX

LEGEND

| | |
|-------------------------------|-----|
| SUBDIVISION BOUNDARY | --- |
| LOT LINES | --- |
| EASEMENT LINE | --- |
| RIGHT OF WAY | --- |
| ROAD CENTERLINE | --- |
| SANITARY SEWER MAIN & SERVICE | --- |
| TREATED WATER MAIN & SERVICE | --- |
| RAW WATER MAIN & SERVICE | --- |
| GAS MAIN & SERVICE | --- |
| PRIMARY POWER | --- |
| SECONDARY POWER | --- |
| POWER SERVICE LINE | --- |
| FIBER OPTIC LINE | --- |
| CABLE UTILITY TRENCH | --- |
| WATER VALVE | --- |
| FIRE/FLUSHING HYDRANT | --- |
| SANITARY SEWER MANHOLE | --- |
| STREET SIGN | --- |
| SINGLE PHASE CABINET | --- |
| POWER TRANSFORMER | --- |
| SECONDARY PEDESTAL | --- |
| FIBER PEDESTAL | --- |

EX. = EXISTING
FL. = FLOW LINE
EL. = ELEVATION
CL. = CENTERLINE

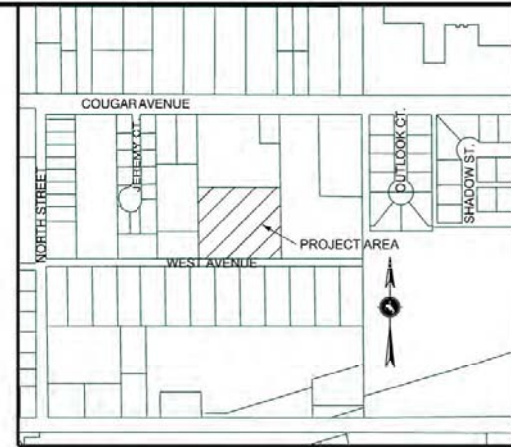
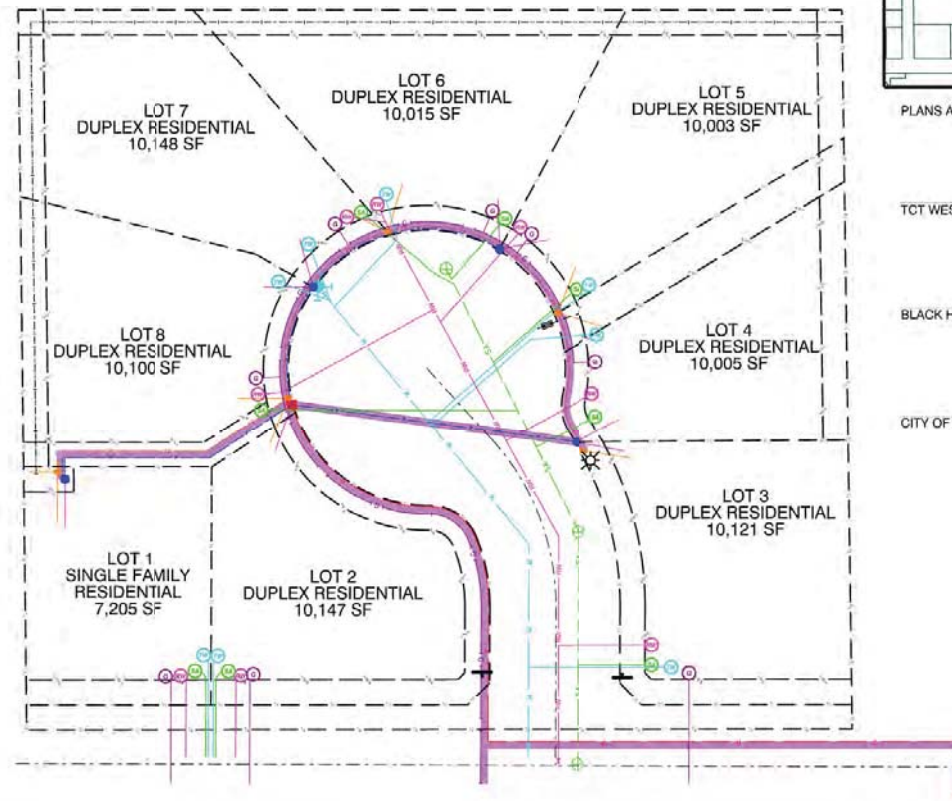
*PROPOSED UTILITIES IN COLOR OR BLACK,
EXISTING UTILITIES IN GREYS/SCALE

GENERAL NOTES

- 1) ALL QUANTITIES ARE APPROXIMATE.
- 2) CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES PRIOR TO START OF CONSTRUCTION.
- 3) ALL CURB & GUTTER SHALL BE CITY OF CODY 5 IN. BACK "ROLL OVER" PROFILE, UNLESS OTHERWISE NOTED.
- 4) SEE WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS FOR SEWER/TREATED WATER SEPARATION CONFLICTS. USE SCHEDULE 40 PVC FOR ALL SANITARY SEWER SERVICES.
- 5) MINIMUM BURY ON ALL TREATED WATER MAINS IS 7 FT.
- 6) ALL MECHANICAL JOINTS SHALL INCLUDE JOINT RESTRAINT.
- 7) ALL FIRE HYDRANTS SHALL BE 7 FOOT BURY.
- 8) ALL TREATED WATER SERVICES SHALL BE 3/4 IN. UNLESS NOTED OTHERWISE, SEE TREATED WATER PROFILE.
- 9) SHALLOW UTILITY BOXES SHALL NOT BE LOCATED OVER THE TOP OF WATER, SEWER, OR STORM DRAINAGE FACILITIES.
- 10) IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ALL NECESSARY PERMITS FROM WY DEQ (SWPPP) AND TO PROVIDE THE CITY WITH A COPY OF THE APPLICATION.
- 11) IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTROL DUST AND PREVENT "TRACK OUT" ONTO WEST AVENUE.

INDEX OF SHEETS

| SHEET NO. | SHEET |
|-----------|---|
| 1 | ROAD PLAN & PROFILE |
| 2 | SANITARY SEWER & TREATED WATER PLAN & PROFILE |
| 3 | RAW WATER PLAN & PROFILE |
| 4 | UTILITY PLAN |
| 5 | DRAINAGE FACILITIES PLAN |
| 6 - 9 | CITY DETAILS |



PLANS ACCEPTED AND APPROVED FOR UTILITY PURPOSES BY:

TCT WEST

BLACK HILLS ENERGY

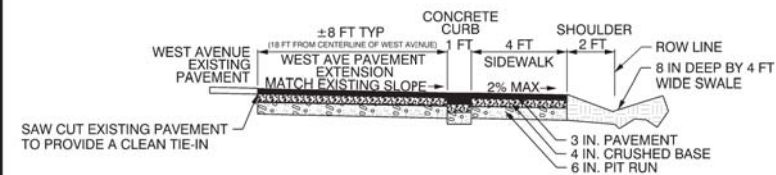
CITY OF CODY ELECTRIC DIVISION

WEST AVENUE DUPLEXES SUBDIVISION
OWNER: OLD BLACK WAGON PROPERTIES, LLC

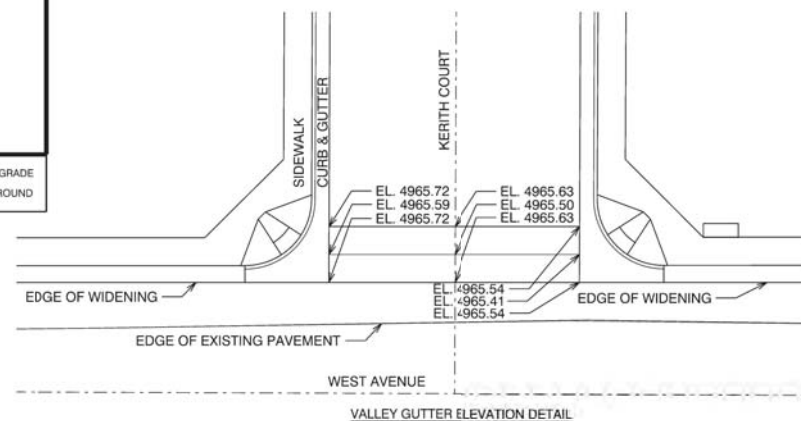
2624 BIG HORN AVE.
CODY, WY 82414
PHONE: (307) 527-0915
FAX: (307) 527-0916



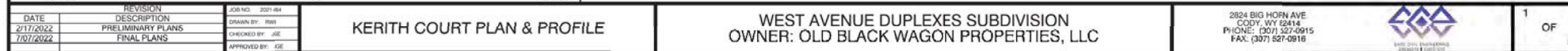
COVER

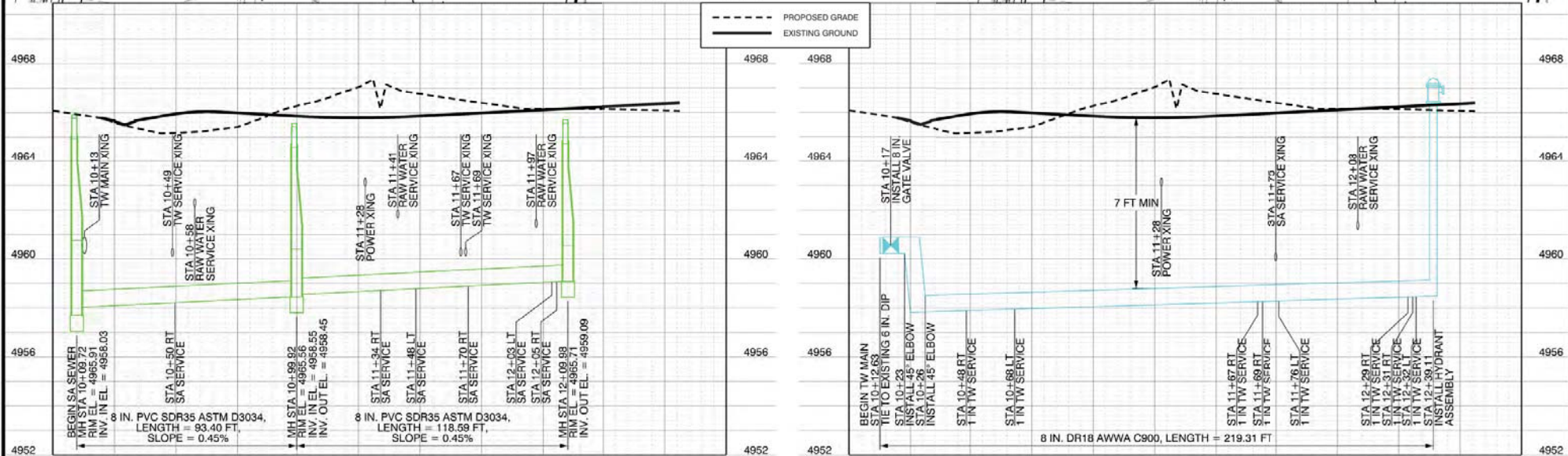
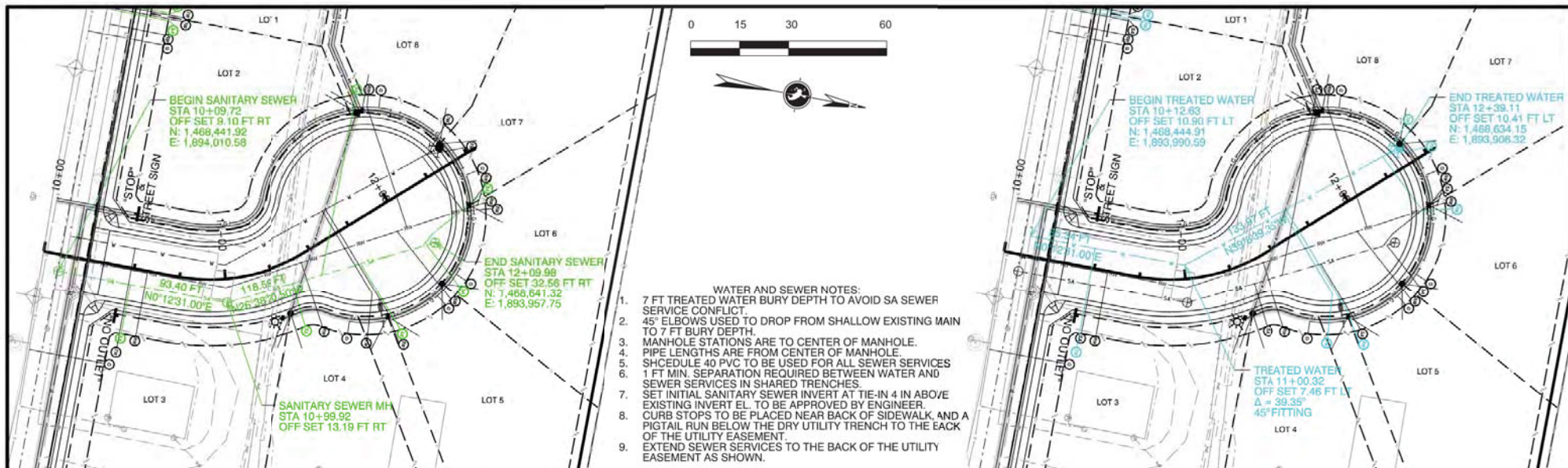


WEST AVENUE TYPICAL WIDENING, DITCH AND SIDEWALK SECTION



VALLEY GUTTER ELEVATION DETAIL





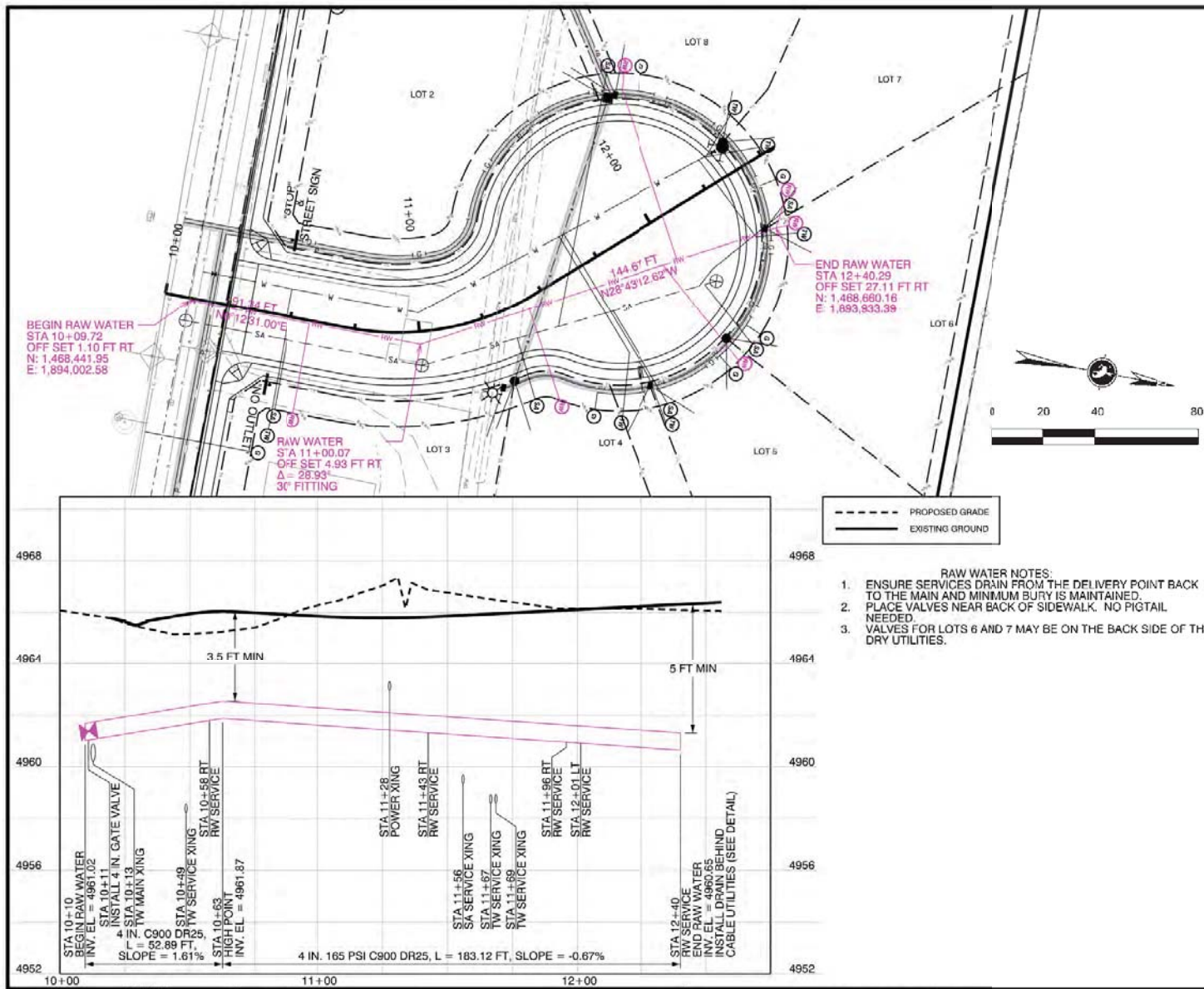
| DATE | REVISION | DESCRIPTION |
|-----------|----------|-------------------|
| 2/17/2022 | 1 | PRELIMINARY PLANS |
| 7/01/2022 | 2 | FINAL PLANS |

**SANITARY SEWER & TREATED WATER
PLAN & PROFILES**

**WEST AVENUE DUPLEXES SUBDIVISION
OWNER: OLD BLACK WAGON PROPERTIES, LLC**

2824 BIG HORN AVE.
CODY, WY 82414
PHONE: (307) 527-0915
FAX: (307) 527-0916





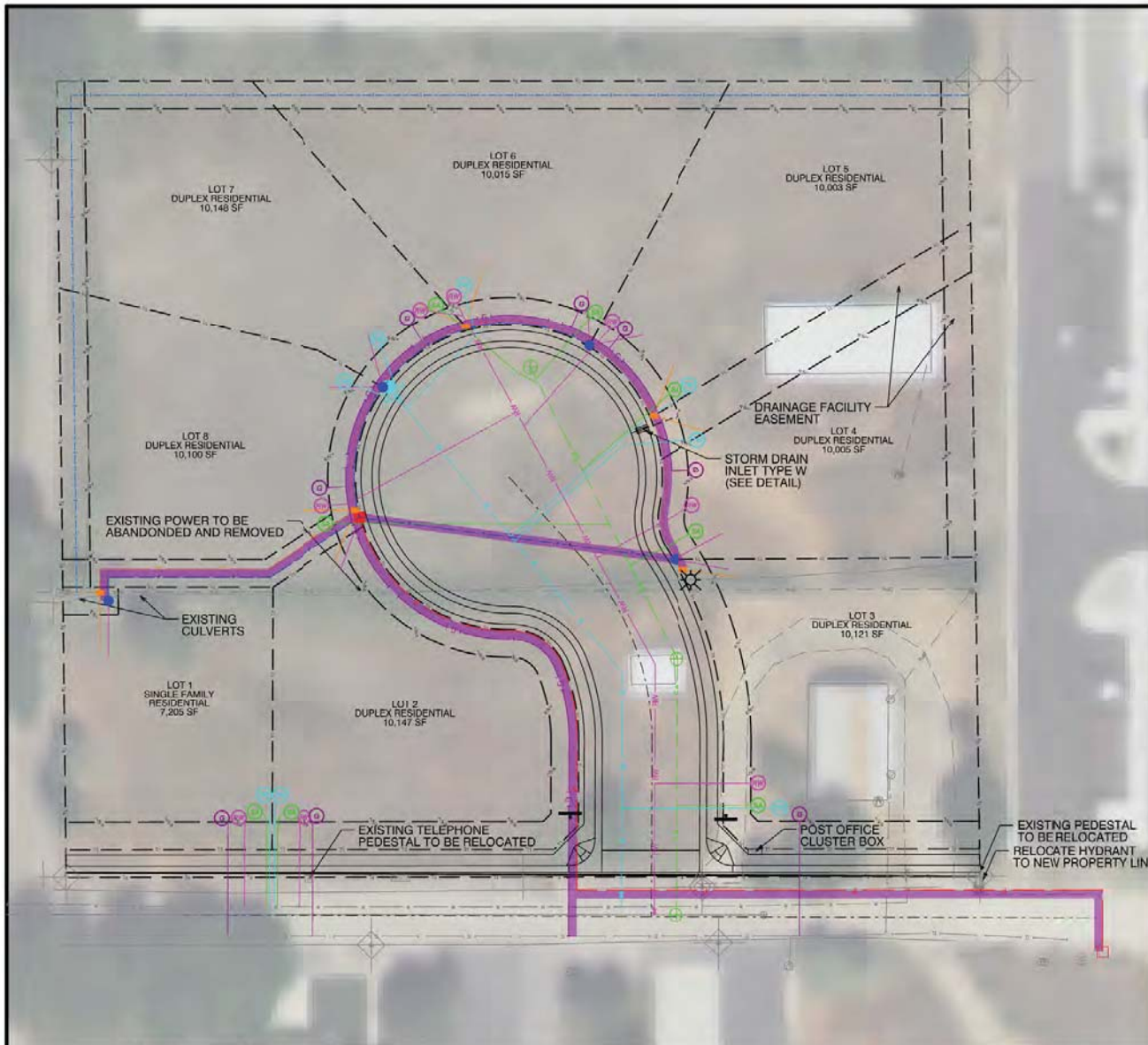
| DATE | REVISION | JOB NO. |
|-----------|-------------------|---------|
| 2/17/2022 | PRELIMINARY PLANS | 2021-04 |
| 7/01/2022 | FINAL PLANS | |

RAW WATER PLAN & PROFILE

WEST AVENUE DUPLEXES SUBDIVISION
OWNER: OLD BLACK WAGON PROPERTIES, LLC

2424 B/S HORN AVE
CODY, WY 82414
PHONE: (307) 527-0915
FAX: (307) 527-0916





- NOTE:
1. EXISTING FEATURES SHOWN GREYSKALE.
 2. APPURTENANCE SYMBOLS FOR VISUAL PURPOSES ONLY.
 3. LOCATE TREATED WATER CURB STOPS AT THE RIGHT OF WAY LINE. EXTEND PIG TAIL INTO LOT A MINIMUM OF 10 FT. BRING TO SURFACE AND CAP AFTER FLUSHING.
 4. END SEWER SERVICES AT EASEMENT LINES.
 5. LOCATE RAW WATER VALVES AT THE RIGHT OF WAY LINE. PLACE IN IRRIGATION BOX AND SLOPE LINE FROM BOX TO MAIN.

LEGEND

- SUBDIVISION BOUNDARY
- LOT LINES
- STREET CENTERLINE
- PROPOSED EASEMENT
- RIGHT OF WAY
- EXISTING BUILDING
- SA --- SANITARY SEWER MAIN & SERVICE
- TV --- TREATED WATER MAIN & SERVICE
- RW --- RAW WATER MAIN & SERVICE
- G --- GAS MAIN & SERVICE
- P --- PRIMARY POWER LINE
- SP --- SECONDARY POWER LINE
- SL --- SERVICE LINE TO UNIT METER
- FO --- FIBER OPTIC LINE
- RD --- RAW WATER DITCH LINE
- OP --- OVERHEAD POWER LINE
- CT --- CABLE UTILITY TRENCH
- ⬆ FIRE HYDRANT
- ⊕ SEWER MANHOLE
- ⊞ TELEPHONE PEDESTAL
- ⬜ FIBER PEDESTAL
- ⬤ POWER POLE
- ⊞ WATER VALVE
- ⊞ WATER SPIGOT
- ⬜ STREET SIGN
- ⬜ SINGLE PHASE CABINET
- ⬜ TRANSFORMER
- ⬤ SECONDARY PEDESTAL
- ⊞ STREET LIGHT

| DATE | REVISION | JOB NO. |
|-----------|-------------------|---------|
| 2/17/2022 | DESCRIPTION | 2021-64 |
| 7/07/2022 | PRELIMINARY PLANS | |
| | FINAL PLANS | |

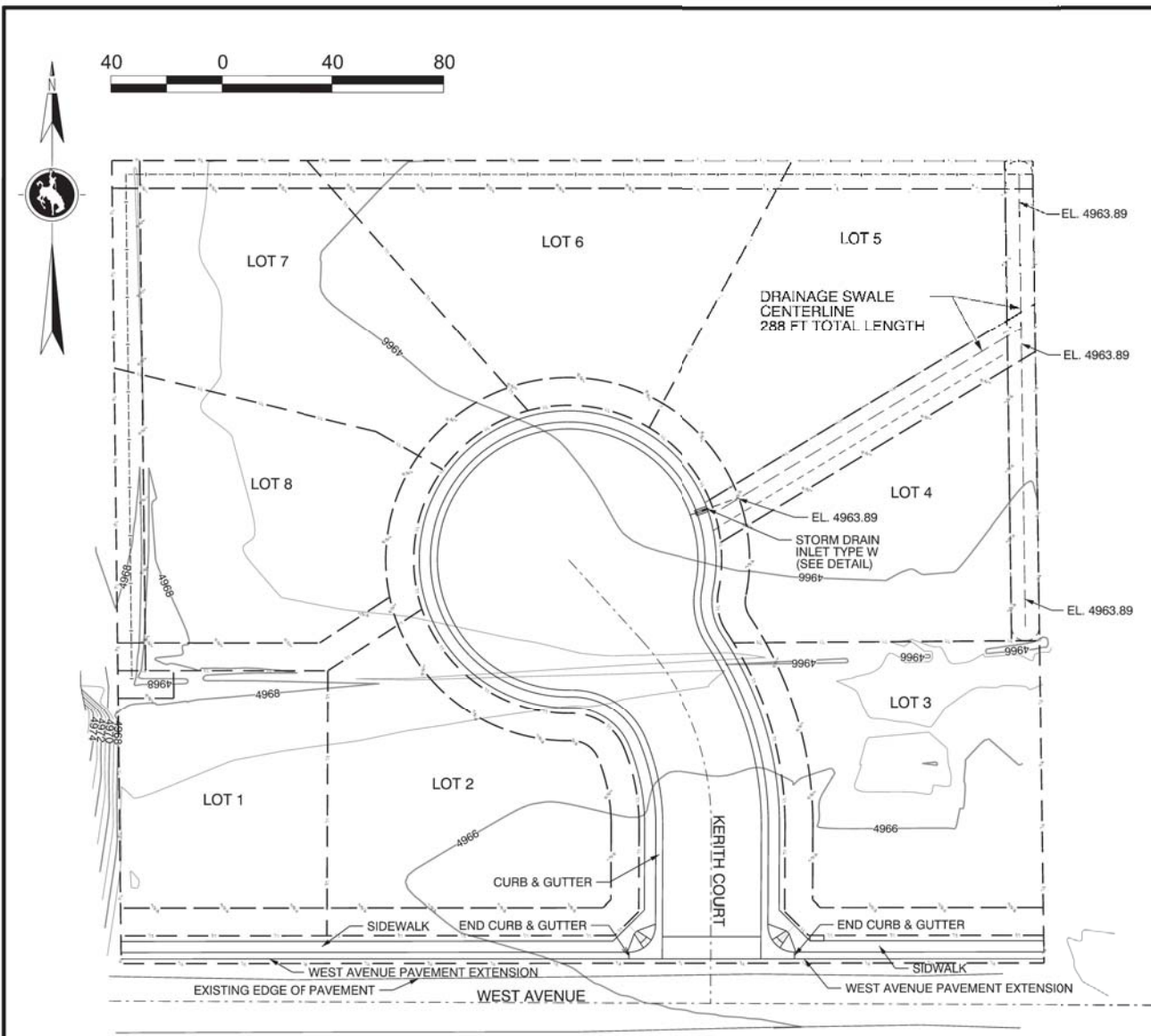
DRAWN BY: RRM
CHECKED BY: JGE
APPROVED BY: GSE

UTILITY PLAN

WEST AVENUE DUPLEXES SUBDIVISION
OWNER: OLD BLACK WAGON PROPERTIES, LLC

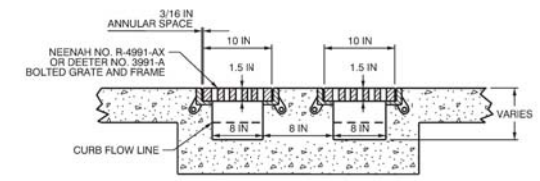
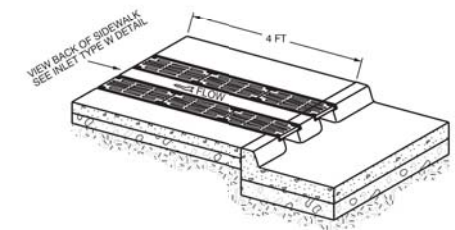
2824 BIG HORN AVE.
CODY, WY 82414
PHONE: (307) 527-0915
FAX: (307) 527-0916





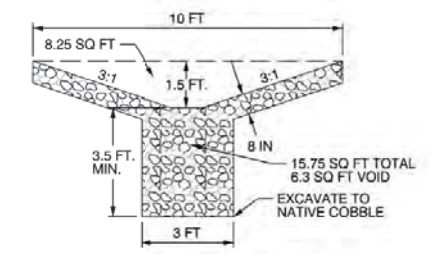
LEGEND

| | | | |
|-----|-------------------|-----|-------------------|
| --- | PROPERTY BOUNDARY | --- | LOT LINE |
| --- | DRAINAGE SWALE | --- | EASEMENT BOUNDARY |
| --- | CL DRAINAGE SWALE | --- | ROW BOUNDARY |
| --- | MINOR CONTOUR | --- | STREET CENTERLINE |
| --- | MAJOR CONTOUR | | |



INLET TYPE W DETAILS

NOTE: 1. FINAL LOCATION TO BE DETERMINED BY THE ENGINEER.
2. GRATES PER INLET TYPE W INSTALLATION.



DRAINAGE SWALE CROSS SECTION

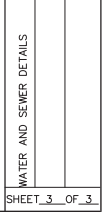
| REVISION | DATE | DESCRIPTION | JOB NO. | 2021-04 |
|-------------------|-----------|-------------|--------------|---------|
| PRELIMINARY PLANS | 2/21/2022 | | DRAWN BY: | RMS/JTD |
| FINAL PLANS | 7/07/2022 | | CHECKED BY: | JSE |
| | | | APPROVED BY: | JSE |

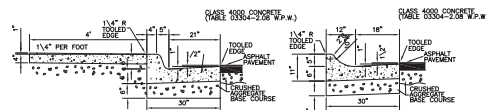
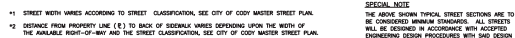
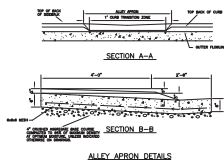
DRAINAGE PLAN

WEST AVENUE DUPLEXES SUBDIVISION
OWNER: OLD BLACK WAGON PROPERTIES, LLC

2824 BIG HORN AVE.
CODY, WY 82414
PHONE: (307) 527-0915
FAX: (307) 527-0916

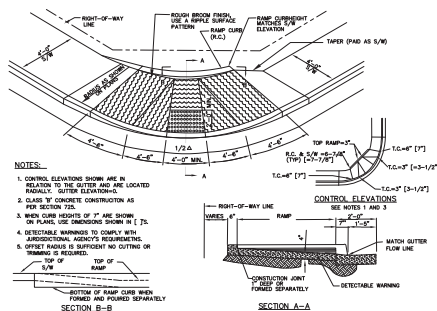
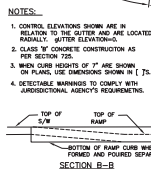






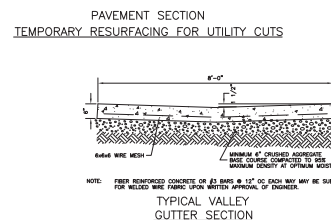
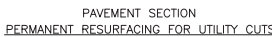
NOTE: 1. SUBGRADE COMPACTION SHALL CONFORM TO 2001 WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS SECTION 0231
2. 1" EXPANSION JOINT MATERIAL SHALL BE PLACED AT P.C., P.T., AND CURB TURNS.
CONTRACTION JOINTS SHALL COMPLY WITH 2001 WYOMING PUBLIC WORKS STANDARD
3. SPECIFICATIONS SECTION 02520
4. NO CURB AND GUTTER SHALL BE PLACED WITHOUT A FINAL FORM INSPECTION BY
THE ENGINEER
5. CLASS A (TABLE 03504-2.08 W.P.N.) CONCRETE SHALL BE USED.

*CONTRACTION JOINTS SHALL BE CONSTRUCTED BY SAWING OR SCORING. WHEN SCORING, A TOOL SHALL BE USED WHICH WILL LEAVE CORNERS ROUNDED AND DESTROY AGGREGATE INTERLOCK FOR



NOTES:

1. CONTROL ELEVATIONS SHOWN ARE IN RELATION TO THE GUTTER AND ARE LOCATED RADICALLY. GUTTER ELEVATION=
2. CLASS 'B' CONCRETE CONSTRUCTION AS PER SECTION 715.
3. WHEN CURB HEIGHTS OF 7" ARE SHOWN ON PLANS, USE DIMENSIONS SHOWN IN []
4. DETECTABLE WARNING TO COMPLY WITH JURISDICTIONAL AGENCY'S REQUIREMENTS.
5. OFFSET RADIUS IS SUFFICIENT NO CUTTING OR TAPERING IS REQUIRED.



NOTE: FIBER REINFORCED CONCRETE OR #3 BARS @ 12" OC EACH WAY MAY BE SUBSTITUTE FOR WELDED WIRE FABRIC UPON WRITTEN APPROVAL OF ENGINEER.

1. ALL SURBUSES AND BASE COURSES SHALL BE COMPLETED TO 90% OF MAXIMUM DENSITY AT OPTIMUM MOISTURE AS DETERMINED IN ACCORDANCE WITH AASHTO 180.

2. CRUSHED BASE COURSE

A. THE MATERIAL PRODUCED SHALL BE UNIFORM GRADED COURSE TO FINE AND SHALL NOT VARY FROM THE HIGH END OF THE CURVE TO THE LOW END ON AN ALGEBRAIC CURVE OF VICE VERSA.

B. THE PERCENTAGE PASSING THE NO. 200 SIEVE SHALL NOT EXCEED ONE HALF OF THE PERCENTAGE PASSING THE NO. 40 SIEVE.

C. THE MATERIAL PASSING THE NO. 40 SIEVE SHALL HAVE A LIQUID LIMIT NOT GREATER THAN 25 AND A PLASTICITY INDEX NOT GREATER THAN 6, EXCEPT WHEN THE PLASTICITY INDEX IS 25 (ZERO) TO 30 (ZERO) THE LIQUID LIMIT SHALL NOT EXCEED 30.

3. D. THE BASE COURSE MATERIAL SHALL MEET THE FOLLOWING GRADATION WHEN TESTED IN ACCORDANCE WITH AASHTO 1-27 & 1-11.

| SIEVE | % PASSING |
|--------|-----------|
| 1 1/2" | 100-100 |
| 1" | 80-100 |
| 3/4" | 60-85 |
| 1/2" | 40-65 |
| 3/8" | 25-50 |
| 20 | 33-53 |
| 40 | 15-25 |

3. AGGREGATE FOR HOT PLANT PAVEMENT SHALL BE IN ACCORDANCE WITH WYOMING TRANSPORTATION DEPARTMENT SPECIFICATIONS, SECTION 202.01, AND SHALL BE 100% PASSING 3/4" NOMINAL AGGREGATE.

4. FOR COMPLETED INTERSECTIONS, THE EXISTING PAVEMENT SHALL BE REMOVED TO THE FIRST LAYER OF UNFINISHED GRADING. THE EXISTING PAVEMENT SHALL BE REPAIRED OR RECONSTRUCTED FOR FIRST LAYER. SECOND LAYER SHALL BE A MINIMUM COMPACTED THICKNESS OF 1-1/2 INCHES (38.1MM) NOMINAL AGGREGATE.

5. EXISTING DRAINAGE DITCHES SHALL BE RECONSTRUCTED TO MEET THE MINIMUM REQUIREMENTS FOR FIRST LAYER. SECOND LAYER SHALL BE A MINIMUM COMPACTED THICKNESS OF 1-1/2 INCHES (38.1MM) NOMINAL AGGREGATE.

6. FINISHED SURFACE LIQUID ASPHALT OF THE MEDIUM CURVE GRADE (C-70), AND SHALL COMPLY WITH THE REQUIREMENTS OF AUSTIN 00207. BITUMINOUS HOT MIX PAVEMENT SHALL BE APPROVED BY THE CITY ENGINEER BEFORE USE.

7. EACH CUT, A CRACKING SLOPE SHALL BE ENLIGHTENED MATERIAL MIXED WITH AN EQUAL AMOUNT OF WATER, GRADE C-55, 11% WATER, MIXED WITH THE EXISTING ASPHALT. THE MIXTURE SHALL BE APPLIED TO THE EXISTING ASPHALT BY TESTING OR EXPERIENCE THAT ANOTHER GRADE IS MORE SUITABLE.

8. ALL MATERIALS SUBMITTED FOR TESTING SHALL BE SUBMITTED FOR TESTING AND ANALYSIS BY A MTC-1 COMPLETED WITHIN THE LAST 24 MONTHS FOR THE SPECIFIC MATERIALS TO BE USED SHALL BE SUBMITTED FOR TESTING PRIOR TO BEGINNING WORK.

9. THE FOLLOWING REQUIREMENTS FOR THE EXISTING PAVEMENT ARE FOR A MEDIUM TRAFFIC VOLUME:

| | |
|-----------------------|-------|
| STABILITY (IN WINGS) | 10000 |
| PERCENT FIN (NO. 20) | 5 |
| PERCENT FIN (NO. 40) | 13 |
| PERCENT FIN (NO. 60) | 13 |
| PERCENT FIN (NO. 100) | 13 |

7. CONCRETE SPECIFICATIONS
A. CEMENT SHALL BE PORTLAND CEMENT.

B. AGGREGATE GENERAL - GRAVEL, CRUSHED SLAG, CRUSHED STONE, OR OTHER INERT MATERIALS, COMPOSED OF HARD, STRONG, DURABLE PARTICLES FREE OF INJURIOUS COATINGS.

C. FINE AGGREGATE

1) THE MAXIMUM PERCENTAGE OF DELETERIOUS SUBSTANCES SHALL NOT EXCEED THE FOLLOWING PERCENTAGES:

| | |
|------------------------------|------|
| BY WEIGHT: | |
| COAL AND LIGNITE | .3% |
| CLAY LUMPS | .5% |
| OTHER DELETERIOUS SUBSTANCES | 2.0% |

2) WHEN TESTED IN ACCORDANCE WITH THE LOS ANGELES RATTLE METHOD, THE COARSE AGGREGATE SHALL NOT SHOW A WEAR IN EXCESS OF 40%.

3) THE FINE AGGREGATE SHALL BE FREE FROM INJURIOUS AMOUNTS OF ORGANIC IMPURITIES.

| | | |
|--|--|------|
| 1) THE MAXIMUM PERCENTAGES OF DELETERIOUS SUBSTANCES SHALL NOT EXCEED THE FOLLOWING PERCENTAGES BY WEIGHT: | | |
| SOFT FRAGMENTS: | | 1% |
| COAL AND LIGNITE | | 0.3% |
| CLAY LUMPS | | 0.3% |
| OTHER DELETERIOUS SUBSTANCES | | 2.0% |

2) THE COARSE AGGREGATE SHALL BE GRADED COARSE TO FINE MEETING THE FOLLOWING GRADATION

| SIEVE | % PASSING |
|---------|-----------|
| 3/8" | 100 |
| No. 4 | 95-100 |
| No. 16 | 45-80 |
| No. 50 | 10-30 |
| No. 100 | 2-10 |
| No. 200 | 0-4 |

| | |
|--|-------------|
| 3) THE AGGREGATE SHALL BE GRADED COARSE TO FINE MEETING THE FOLLOWING GRADATION: | |
| SIEVE | % PASSING |
| 1 1/2" | 100 |
| 1" | 95-100 |
| 1/2" | 25-80 |
| No. 4 | 0-10 |
| No. 8 | 0-5 |
| No. 200 | 0-2 |
| | 2860 P.S.I. |
| | 4000 P.S.I. |

F. ACQUISITION AND AIR-ENTRAPPING AGENTS SHALL BE APPROVED BY THE ENGINEER AS RECOMMENDED WITH THE REQUIRED MIX DESIGN AS PREPARED BY A QUALIFIED TESTING LABORATORY.

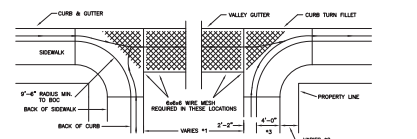
G. CONCRETE PLACED SHALL HAVE A SLUMP OF BETWEEN 1" AND 4" WHEN TESTED IN ACCORDANCE WITH ASTM 119.

H. ALL CONCRETE PLACED SHALL MEET THE FOLLOWING MINIMUM STRENGTH REQUIREMENTS WHEN TESTED IN ACCORDANCE WITH ALL APPLICABLE ASTM STANDARDS:

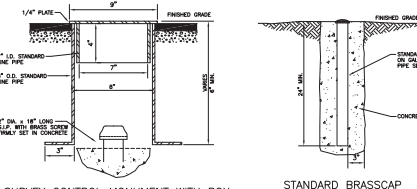
| LABORATORY MIXED SAMPLE | 7 DAYS | 28 DAYS |
|-------------------------|--------|---------|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |
| 8. | | |
| 9. | | |
| 10. | | |
| 11. | | |
| 12. | | |
| 13. | | |
| 14. | | |
| 15. | | |
| 16. | | |
| 17. | | |
| 18. | | |
| 19. | | |
| 20. | | |
| 21. | | |
| 22. | | |
| 23. | | |
| 24. | | |
| 25. | | |
| 26. | | |
| 27. | | |
| 28. | | |
| 29. | | |
| 30. | | |
| 31. | | |
| 32. | | |
| 33. | | |
| 34. | | |
| 35. | | |
| 36. | | |
| 37. | | |
| 38. | | |
| 39. | | |
| 40. | | |
| 41. | | |
| 42. | | |
| 43. | | |
| 44. | | |
| 45. | | |
| 46. | | |
| 47. | | |
| 48. | | |
| 49. | | |
| 50. | | |
| 51. | | |
| 52. | | |
| 53. | | |
| 54. | | |
| 55. | | |
| 56. | | |
| 57. | | |
| 58. | | |
| 59. | | |
| 60. | | |
| 61. | | |
| 62. | | |
| 63. | | |
| 64. | | |
| 65. | | |
| 66. | | |
| 67. | | |
| 68. | | |
| 69. | | |
| 70. | | |
| 71. | | |
| 72. | | |
| 73. | | |
| 74. | | |
| 75. | | |
| 76. | | |
| 77. | | |
| 78. | | |
| 79. | | |
| 80. | | |
| 81. | | |
| 82. | | |
| 83. | | |
| 84. | | |
| 85. | | |
| 86. | | |
| 87. | | |
| 88. | | |
| 89. | | |
| 90. | | |
| 91. | | |
| 92. | | |
| 93. | | |
| 94. | | |
| 95. | | |
| 96. | | |
| 97. | | |
| 98. | | |
| 99. | | |
| 100. | | |

I. GENERAL - ALL WORK ASSOCIATED WITH THE DETAILS SHOWN ON THIS PAGE SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS, UNLESS OTHER SPECIFICATIONS ARE SHOWN ON THE DRAWINGS.

NOTE: ALL DETAILS NOT TO SCALE



TYPICAL STREET CORNER DETAIL: CURB
TURN FILLET, SIDEWALK & VALLEY GUTTER



SURVEY CONTROL MONUMENT WITH BOX

STANDARD BRASSCAP

GENERAL NOTES

6. PLACE TRIGGERED DISCHARGE WARNING BELLS AT THE BASE OF CHUO RAMP. INSTALL ACROSS FULL WIDTH OF RAMP. A UNIMATED 100mm (4") IN DEPTH AND SET BACK 200mm (8") FROM BOTTOM OF CURB.
7. SIDEWALK CHUO RAMP SLOPE SHOULD BE RELATIVE TO THE FUTURE HORIZON (ZERO BOUNDS).
8. ALTERNATING CHUO RAMP SLOPES SHOULD BE AT A MINIMUM RISE OF 150mm (6") OR 12.5% FOR MAXIMUM RISE OF 75mm (3") CHUO RAMP. IN ALTERNATING, NEED NOT EXCEED 15% (7.5") IN LENGTH.
9. SIDE FLAMES THAT ARE NOT PART OF THE PATH OF TRAVEL MAY BE ANY SIZE.
10. IF THE "WINDING" OF THE CHUO RAMP IS "HYPERMETRIC" AT THE ANGLE BETWEEN THE LONGITUDINAL AXIS OF THE RAMP AND A TANGENT TO THE CURVE OF THE TRAVEL IS 75 DEGREES OR GREATER.
11. TOILET ZONES ARE REQUIRED AT ALL SIDEWALK RAMP SLOPE BOUNDS.
12. SIDEWALK FLARE IN NOT NECESSARY WHERE THE RAMP IS PROTECTED FROM PEDESTRIAN CROSS-TRAVEL.
13. THICKEN CURB INTO UNDETECTABLE WARNING FLARE.
14. IN PRESET ZONE, LEAVE 5/16" GAP IN BETWEEN FLARES AND SEAL WITH SCAFFOLD.

DRAINAGE REPORT

For

OLD BLACK WAGON PROPERTIES, LLC.

West Ave. Duplexes Major Subdivision

Owner

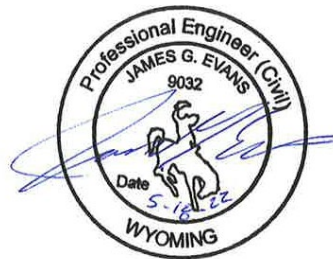
Old Black Wagon
Properties, LLC.
Ken McKinney

505 SW Levens Street
Dalls, OR 97338



SAGE CIVIL ENGINEERING
ENGINEERS | SURVEYORS

2824 Big Horn Ave.
Cody, WY 82414



May 13, 2022

Introduction - Property Description

This project is located at 2719 West Ave. In total, the development encompasses approximately 2.2 Acres. Eight lots will be created and accessed by West Ave. and a proposed cul-de-sac. Of the eight lots, seven are proposed for duplexes and the remaining lot will be single family residential.

Purpose of Drainage Plan

This drainage plan outlines the proposed measures to handle storm water runoff for this development. Drainage calculations have been performed and storm water facilities will be constructed as shown on the drainage and construction plans.

Description of Facilities and Assumptions

The proposed drainage improvements will consist of the street paving, curb and gutter, curb cut and drainage swales located within drainage easements along the north boundary of Lot 4 and the east boundary of Lots 4 and 5. See Drainage Plan for basin information.

Existing Conditions

Under existing conditions, the stormwater runoff patterns have been dictated by the presence of an irrigation supply ditch running east west across the property. This ditch is located on a ridge at the highest point on the property. Flow was directed from this ditch to flood irrigate the pasture north and south of it. Stormwater south of this ditch flowed to West Ave. and stormwater generated from lands north of this ditch made its way to the northeast corner of the property where it leaves and flows onto the neighboring property. There are two existing buildings, which were modeled as impervious. The remainder of the lot was modeled as grassy. The roads were not measured separately. The unimproved C factor was increased slightly to represent the hardpacked, road areas.

Proposed Conditions

The cul-de-sac is proposed with a vertical curve located north of the intersection with West Ave. The street south of this curve will drain back to West Ave. and the area north of this curve will drain north into the proposed development. This allows us to capture the stormwater runoff for disposal into the percolation trench locations. As designed, the cul-de-sac surfacing will be graded with a 2% transverse slope to the east. West Ave. at the tie in point slopes to the east. Beginning at that point, rather than transition to normal crown, the transition will be to a 2%.

For calculation purposes, it was assumed each lot would have a total impervious area of 5,000 sf. This should be a conservative number and should account for buildings, driveways, patios, etc. It is especially conservative for the 7,000 square foot lot, Lot 1. The remaining portions of the lot would be grass, shrubbery, and other landscaping.

Calculations

The storm drainage runoff calculations used the following data:

Applicable C values are:

$$C_{\text{Impervious}} = 0.90$$

$$\begin{aligned} C_{\text{unimproved}} &= 0.30 \\ C_{\text{landscaped}} &= 0.20 \end{aligned}$$

Per the SWMP, section 3.6.4, the percolation trench design is to be based on a 25-year, 2-hour event for the percolation trenches, therefore $I = 0.66$ in/hr. The storm volume calculations are shown below.

| Existing Basin DB1 | Total Area Sq. Ft. | C | C*A Acres | Flow 25-Yr. 2 Hr. cfs | Volume 25-Yr. 2 Hr. Cu. Ft. | Flow 100-Yr. 2-Hr. cfs | Volume 100-Yr. 2 Hr. Cu. Ft. |
|------------------------------|-----------------------|-----|--------------|-----------------------------|-----------------------------------|------------------------------|------------------------------------|
| Building/Impermeable EDB1 | 1,511 | 0.9 | 0.031 | 0.02 | 148 | 0.03 | 191 |
| Building/Impermeable EDB2 | 1241 | 0.9 | 0.026 | 0.02 | 122 | 0.02 | 157 |
| Building/Impermeable EDB3 | 166 | 0.9 | 0.003 | 0.00 | 16 | 0.00 | 21 |
| Total Undeveloped DB1 C=0.30 | 92,883 | 0.3 | 0.26 | 0.17 | 1,212 | 0.22 | 1,561 |
| Total | 95,801 | | | 0.208 | 1,498 | 0.268 | 1,930 |

| Developed Codition - Perc Trench Basin | Description | Area Sq. Ft. | C | Impervious Area C=0.90 SQFT | C*A (Impervious) Acres | Flow 25-Yr. 2 Hr. cfs | Volume 25-Yr. 2 Hr. Cu. Ft. |
|--|-----------------|-----------------|-----|-----------------------------------|------------------------------|-----------------------------|-----------------------------------|
| DDB1 | Street | 15,659 | 0.9 | 15,659 | 0.324 | 0.214 | 1,537 |
| DDB2 Houses 6 Lots@5,000 Per | House-Imperious | 30,000 | 0.9 | 30,000 | 0.620 | 0.409 | 2,945 |
| DDB2 Landscaping | Grass, pervious | 31,372 | 0.3 | 979.2 | 0.216 | 0.143 | 1,027 |
| Total | | 77,031 | | 46,638 | 1.159 | 0.765 | 5,510 |

| Developed Codition - West Ave. Basin | Description | Area Sq. Ft. | C | Impervious Area C=0.90 SQFT | C*A (Impervious) Acres | Flow 25-Yr. 2 Hr. cfs | Volume 25-Yr. 2 Hr. Cu. Ft. |
|--------------------------------------|-----------------|-----------------|-----|-----------------------------------|------------------------------|-----------------------------|-----------------------------------|
| DDB4 | Street | 3,083 | 0.9 | 3,083 | 0.064 | 0.042 | 303 |
| DDB2 Houses 2 Lots@5,000 Per | House-Imperious | 10,000 | 0.9 | 10,000 | 0.207 | 0.136 | 982 |
| DDB2 Landscaping | Grass, pervious | 628 | 0.3 | 979.2 | 0.004 | 0.003 | 21 |
| Total | | 13,711 | | 14,062 | 0.275 | 0.181 | 1,305 |

The total storm water volume for the site post-development = $6,815 \text{ ft}^3$. Subtracting the historic runoff volume of $1,498 \text{ ft}^3$ requires the percolation trenches to hold a minimum of $5,316 \text{ ft}^3$ to be retained on site. Since the north developed basin produces a total volume of 5,510 and the water ultimately ends up in the same place, a facility in the north basin can be used to address all of the water over historic produced.

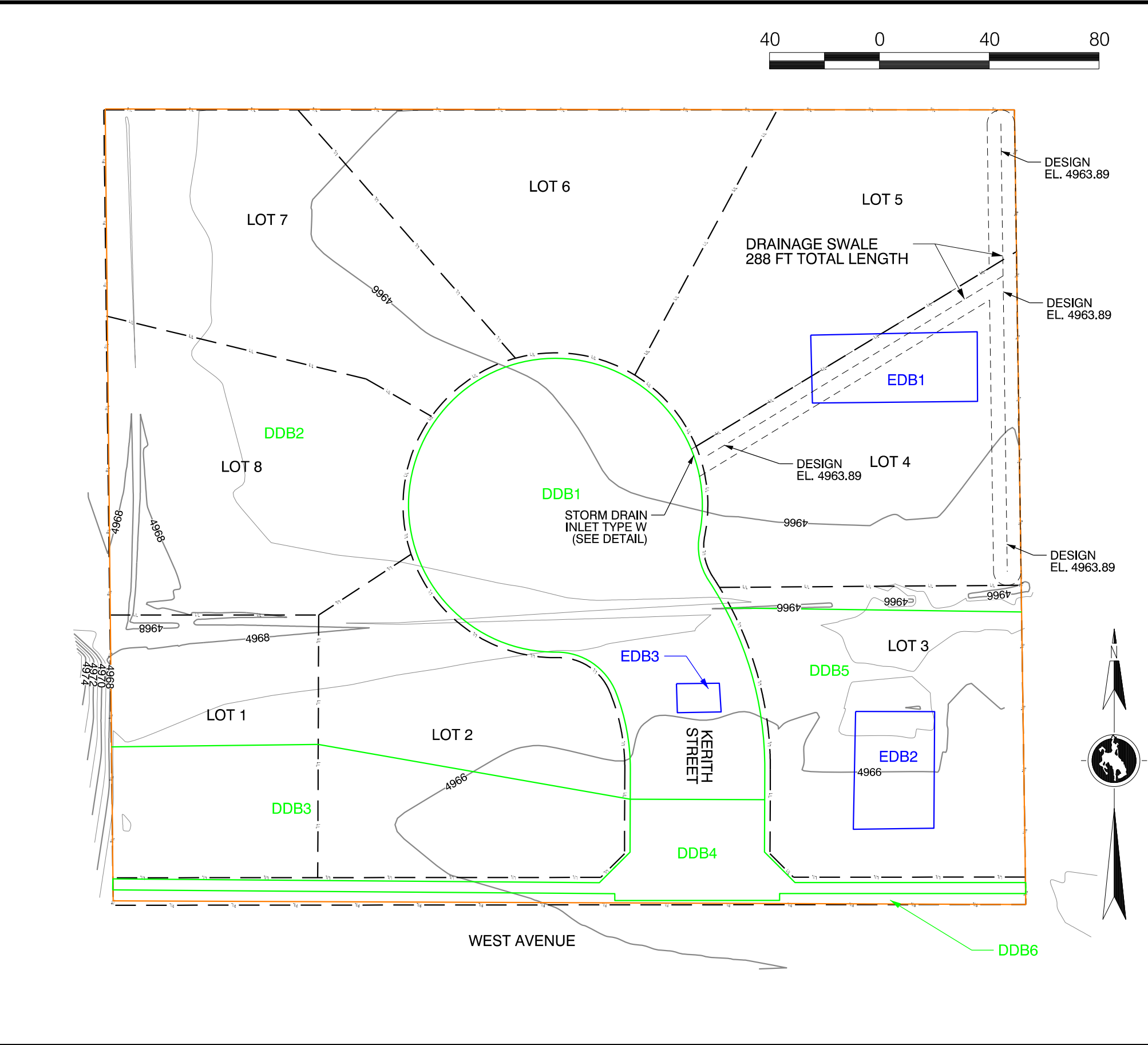
Percolation Trench Summary

The proposed percolation trench is 288 ft long (See Drainage Plan). When the ends are removed, the total length used for these calculations was 260 ft. The expected native material is the terrace gravels located throughout this area of town. Percolation tests conducted in these areas have typically yielded perc rates greater than 0.25 inches per minute. To be conservative, this percolation rate was cut in half. The table below summarizes the volume of outflow through the bottom of the trench during the design storm and the amount of storage both on the surface and in the rock proposed for the over-excavation of the trench.

| Volume Percolated During 2 Hour Storm | | | |
|---------------------------------------|--------------|----------|--------------------|
| | Area SQFT | Outflow | 2hr Outflow Volume |
| Percolation Area | 2,961 | 0.51 CFS | 3,701 CF |
| | Total | 0.51 CFS | 3,701 CF |

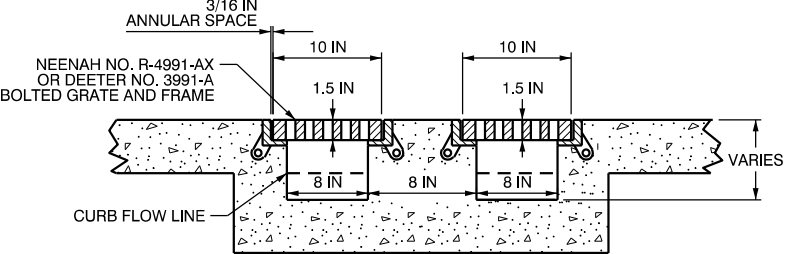
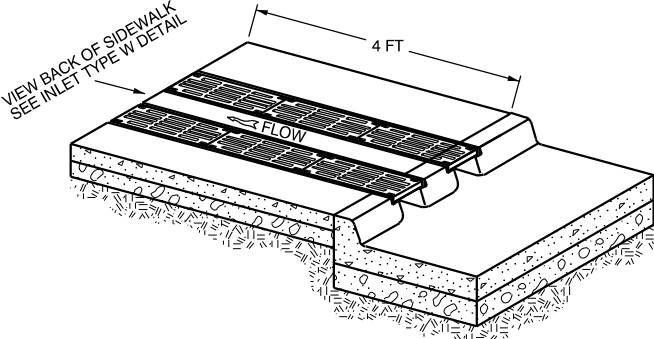
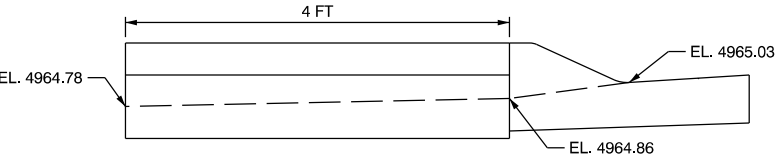
| Storage Area | Area SQFT | Length | Storage |
|--|--------------|--------|----------|
| Swale (Total Length w/out Ends = 260 ft) | 8.25 | 260 FT | 2,031 CF |
| Rock lining/trench (assuming 40% void space) | 6.3 | 260 FT | 1,638 CF |
| | | Total | 3,669 CF |

In total, the percolation trench will store 3,669 cf of water, which is a majority of the required 5,300 cf. With a theoretical outflow of 3,700 cf, the trench has more than enough capacity to percolate the design storm and should regardless of any reductions in performance over time.

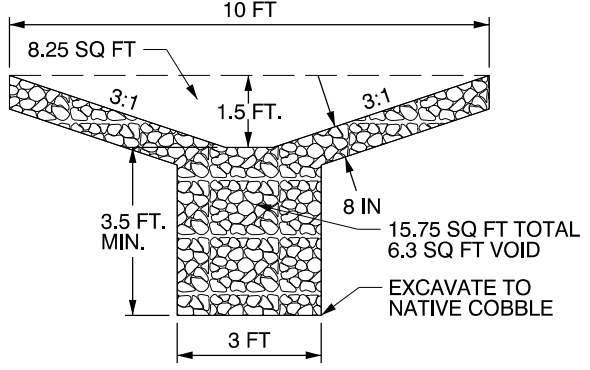


LEGEND

| | | | |
|--|-----------------------------------|--|---------------|
| | DRAINAGE AREA BOUNDARY | | MINOR CONTOUR |
| | EXISTING DRAINAGE BASIN BOUNDARY | | MAJOR CONTOUR |
| | DEVELOPED DRAINAGE BASIN BOUNDARY | | LOT LINE |
| | DRAINAGE SWALE | | |



- INLET TYPE W DETAILS**
- NOTE:
1. FINAL LOCATION TO BE DETERMINED BY THE ENGINEER.
 2. GRATES PER INLET TYPE W INSTALLATION.



| REVISION | | JOB NO. 2021-064 |
|-----------|-------------------|------------------|
| DATE | DESCRIPTION | DRAWN BY: RWB |
| 2/18/2022 | PRELIMINARY PLANS | CHECKED BY: JGE |
| 3/8/2022 | PLAN EDITS | APPROVED BY: JGE |
| 5/17/2022 | PLAN EDITS | |

DRAINAGE REPORT EXHIBIT

WEST AVENUE DUPLEXES SUBDIVISION
OWNER: OLD BLACK WAGON PROPERTIES, LLC

2824 BIG HORN AVE.
 CODY, WY 82414
 PHONE: (307) 527-0915
 FAX: (307) 527-0916

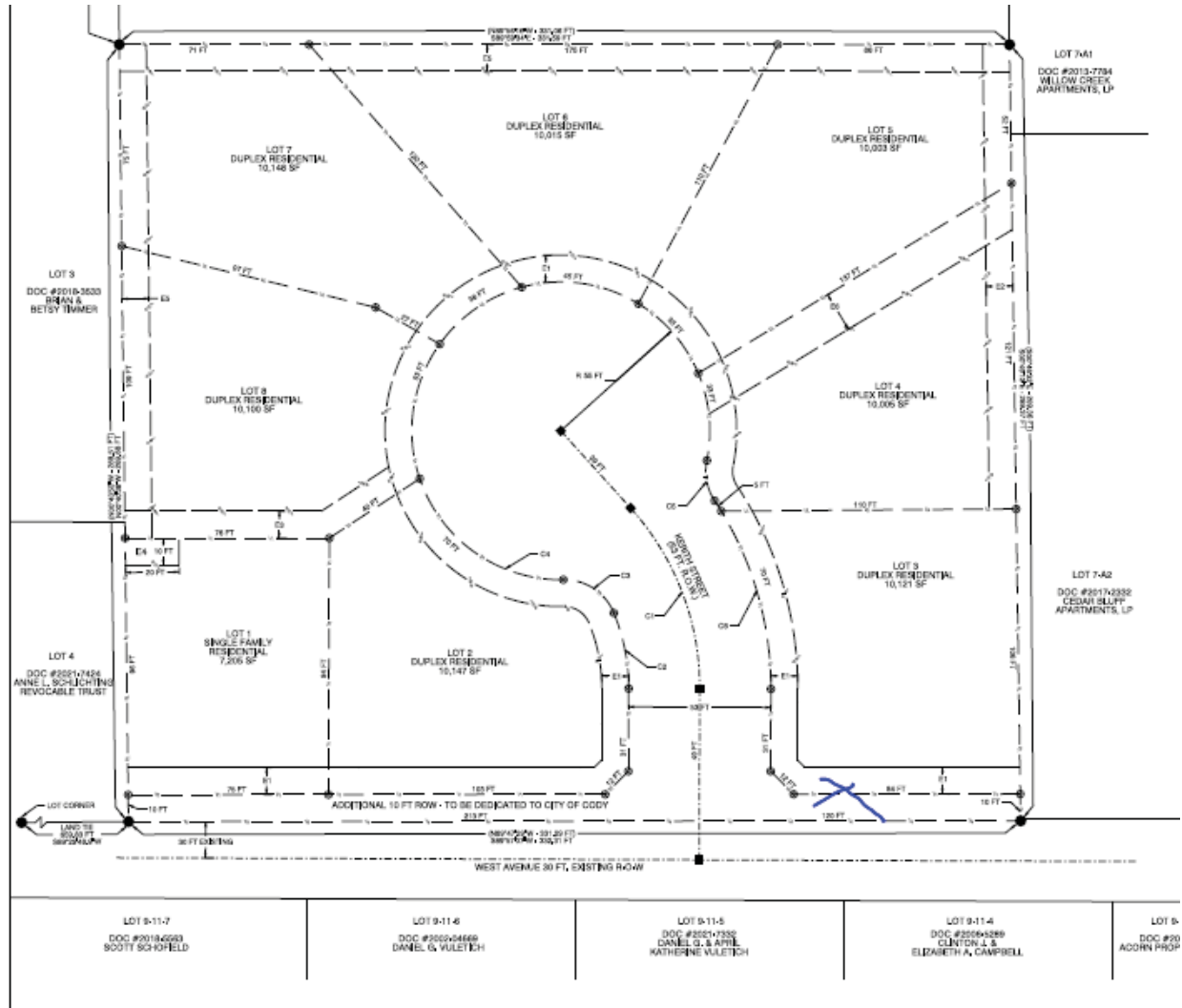


From: [Jackson, Kathleen M - Cody, WY](#)
To: [Rudy Batista](#)
Subject: RE: [EXTERNAL] 21-064 West Ave. Subdivision R07 Kerith St
Date: Wednesday, March 23, 2022 2:21:01 PM
Attachments: [image003.png](#)
[image005.png](#)

Hello Rudy

Thanks for reaching out – yes, CBU equipment will be used. See the blue X below for location.

15 new delivery points/addresses, correct?



Kathy Jackson
Postmaster, Cody WY
O: 307.527.7161
C: 307.250.6100
F: 651.456.6874

From: Rudy Batista <rbatista@sagecivilengineering.com>
Sent: Wednesday, March 23, 2022 9:30 AM
To: Jackson, Kathleen M - Cody, WY <Kathleen.M.Jackson2@usps.gov>
Subject: [EXTERNAL] 21-064 West Ave. Subdivision

CAUTION: This email originated from outside USPS. **STOP and CONSIDER** before responding, clicking on links, or opening attachments.

Good morning,

We are working on a subdivision for a property on West Ave. and wanted to make sure to get your input on where to place a mailbox cluster. I would imagine that would be the preferred way of serving the units. I have attached the Preliminary Plat showing the development. Please let me know if you have any questions or concerns.

Thank you,



Visit our web page by clicking on our logo.

Rudy Batista
2824 Big Horn Ave.
Cody, WY
Office: (307) 527-0915
Cell: (307) 709-6311



From: [Rick Ramsey](#)
To: [Rudy Batista](#)
Subject: RE: [EXTERNAL] 21-064 West Ave. Subd.
Date: Thursday, February 10, 2022 9:48:52 AM
Attachments: [image002.png](#)

We do have fiber along the west side of lot. #1. We would need a pocket easement for anchor. I have highlighted 2 paths (#2 and #3) that would work for us to get fiber to allow us to serve this development but both would require a utility easement. The fiber that will be serving subdivision will come from the fiber that ends at #1. Let me know if you have any questions.

Thanks

From: Rudy Batista <rbatista@sagecivilengineering.com>
Sent: Wednesday, February 9, 2022 12:40 PM
To: Rick Ramsey <rick.ramsey@tctstaff.com>
Subject: [EXTERNAL] 21-064 West Ave. Subd.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

I had planned on chatting with you a bit when you were in to sign the plans for the Mt. View project, but obviously forgot. We have another subdivision coming up on West Avenue and I was wondering what services you guys have in the area and how you would approach serving these lots. I have attached our preliminary utility layout for your review. Also, after talking with Dane with the City, I believe either you guys or Charter have a line along the west edge of lot 1 to a pole there. He had mentioned that we might need a pocket easement for that location since you will have an anchor off the pole, and I wanted to get your thoughts on that as well.

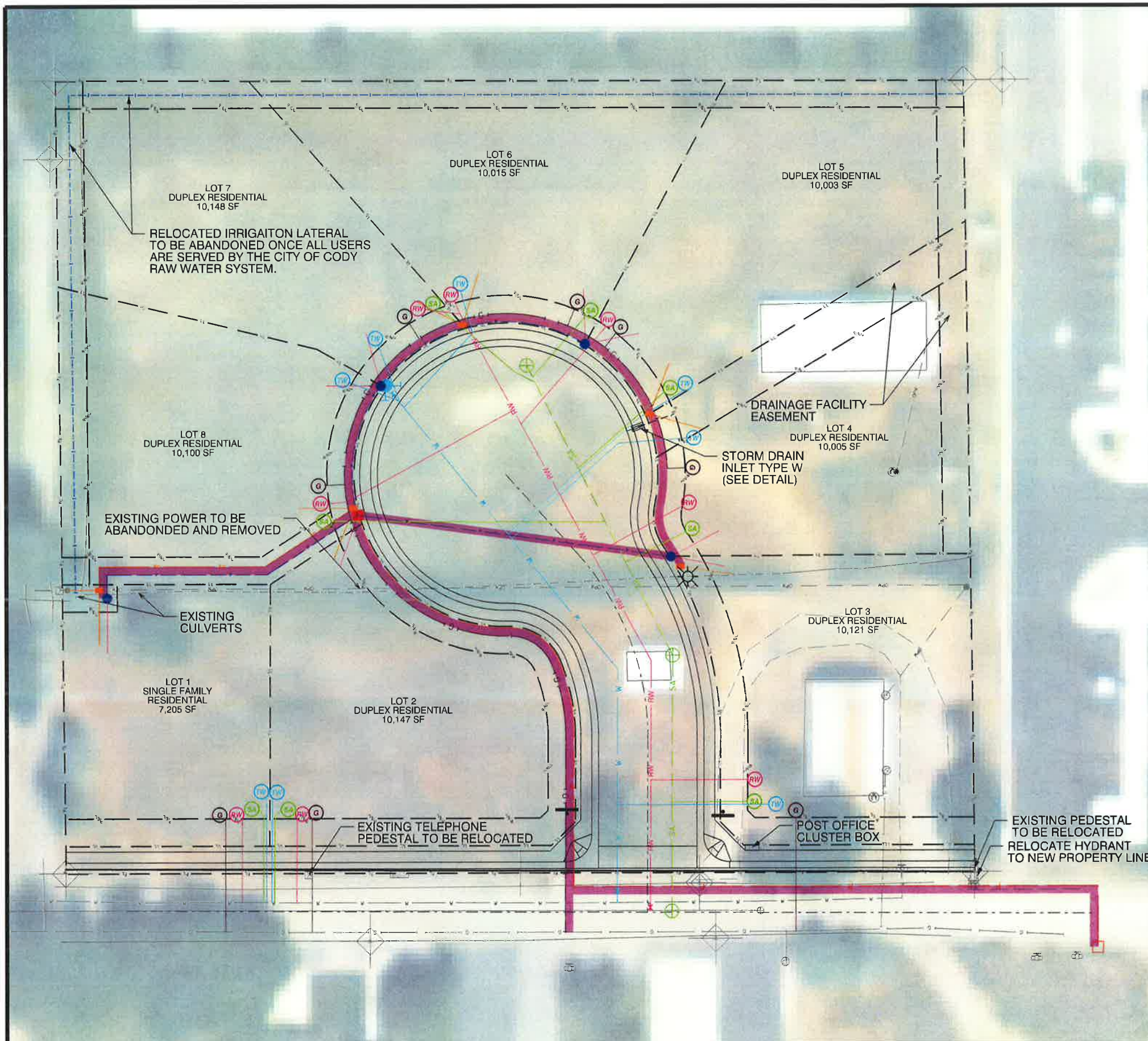
Thank you,



Visit our web page by clicking on our logo.

Rudy Batista
2824 Big Horn Ave.
Cody, WY
Office: (307) 527-0915
Cell: (307) 709-6314





- NOTE:
1. EXISTING FEATURES SHOWN GREYSCALE.
 2. APPURTENANCE SYMBOLS FOR VISUAL PURPOSES ONLY.
 3. LOCATE TREATED WATER CURB STOPS AT THE RIGHT OF WAY LINE. EXTEND PIG TAIL INTO LOT A MINIMUM OF 10 FT. BRING TO SURFACE AND CAP AFTER FLUSHING.
 4. END SEWER SERVICES AT EASEMENT LINES.
 5. LOCATE RAW WATER VALVES AT THE RIGHT OF WAY LINE. PLACE IN IRRIGATION BOX AND SLOPE LINE FROM BOX TO MAIN.

LEGEND

- SUBDIVISION BOUNDARY
- LOT LINES
- STREET CENTERLINE
- PROPOSED EASEMENT
- RIGHT OF WAY
- EXISTING BUILDING
- SA — SANITARY SEWER MAIN & SERVICE
- TW — TREATED WATER MAIN & SERVICE
- RW — RAW WATER MAIN & SERVICE
- G — GAS MAIN & SERVICE
- P — PRIMARY POWER LINE
- SECONDARY POWER LINE
- SERVICE LINE TO UNIT METER
- FIBER OPTIC LINE
- RAW WATER DITCH LINE
- OVERHEAD POWER LINE
- CABLE UTILITY TRENCH
- FIRE HYDRANT
- SEWER MANHOLE
- TELEPHONE PEDESTAL
- FIBER PEDESTAL
- POWER POLE
- WATER VALVE
- WATER SPIGOT
- STREET SIGN
- SINGLE PHASE CABINET
- TRANSFORMER
- SECONDARY PEDESTAL
- ☼ STREET LIGHT

RELOCATED IRRIGATION LATERAL PLAN
 APPROVED BY: *John Osgood* 7-7-22 10:25 AM
Irrigation coordinator
E. Cody Ditch Assoc.



| REVISION | | JOB NO. 2021-064 |
|----------|---------------------------|------------------|
| DATE | DESCRIPTION | DRAWN BY: RWB |
| 7/6/2022 | IRRIGATION LATERAL RELOCA | CHECKED BY: JGE |
| | | APPROVED BY: JGE |

IRRIGATION LATERAL RELOCATION PLAN

WEST AVENUE DUPLEXES SUBDIVISION
 OWNER: OLD BLACK WAGON PROPERTIES, LLC

2824 BIG HORN AVE.
 CODY, WY 82414
 PHONE: (307) 527-0915
 FAX: (307) 527-0916



Declaration for the West Avenue Subdivision Detention Basin Maintenance Committee

This Declaration for the West Avenue Subdivision Detention Basin Maintenance Committee is made and entered into on this _____ day of _____, 2022, by Kenneth McKinney (hereinafter referred to as "Developer-Owner")

WHEREAS Developer-Owner is the current owner of Lots 1 through 8 of the West Avenue Subdivision in the City of Cody, Park County, Wyoming, pursuant to that plat recorded contemporaneously herewith (the "Subdivision"); and

WHEREAS Developer-Owner and the City of Cody have entered into an agreement for the operation and maintenance of a storm drainage detention basin, and Developer-Owner desires to provide for the operation and maintenance of said stormwater facilities in accordance with the Maintenance Agreement for the West Avenue Subdivision, for the City of Cody Wyoming (the "Agreement") which Agreement is also recorded contemporaneously herewith; and

WHEREAS each owner of a lot within the Subdivision shall share equally in any and all costs associated with the operation and maintenance of the stormwater facilities; and

WHEREAS Developer-Owner therefore declares that all of the lots within the West Avenue Subdivision shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved in accordance herewith, this Declaration being established and agreed to run with the land and be binding on all parties having or acquiring any right, title, or interest in the Subdivision and further being for the purpose of enhancing and protecting the value thereof.

1. DURATION OF RESTRICTIONS

All of the conditions and restrictions set forth shall continue and remain in force and effect at all times against the Subdivision and the owners of lots therein—subject to the right of modification provided for herein—for twenty years and shall, as then in force, be automatically continued for a period of twenty years and thereafter for successive periods of twenty years each without limitation, unless a written agreement to the contrary is executed by the then-record owners of more than ninety percent (90%) of the parcels (with one vote per parcel and not owner) and is recorded in the Office of the County Clerk for Park County, Wyoming.

2. RIGHT TO ENFORCE AND BINDING EFFECT

a. The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by the owner or owners of any lot within the Subdivision, by the City of Cody, or by the West Avenue Subdivision Detention Basin Maintenance

Committee. Failure to enforce any provision hereof shall not be deemed a waiver of the right to do so thereafter.

b. Each purchaser and grantee of a lot within the Subdivision, by acceptance of a deed conveying title thereto, does hereby accept all of the provisions, restrictions, conditions, agreements, liens, charges, associations and similar limitations described in this Declaration executed herewith. By such acceptance such lot owners shall—for themselves, their heirs, successors, and assigns—covenant, consent, and agree to and with Developer-Owner and all subsequent grantees and owners of lots within the Subdivision to keep, observe and comply with this Declaration and with the Agreement.

3. WEST AVENUE SUBDIVISION DETENTION BASIN MAINTENANCE COMMITTEE

a. There is hereby created a committee which shall have as its sole purpose the operation and maintenance of the stormwater facilities located within the Subdivision and the collection of assessments therefor. The West Avenue Subdivision Detention Basin Maintenance Committee (the "Committee") shall consist of Ken McKinney until such time as he resigns, whereupon all the owners of lots within the Subdivision will comprise the Committee until their successors shall be thereafter selected.

b. The Committee shall perform such operation and maintenance to the stormwater facilities as may be necessary, which is anticipated to consist of weed control and occasional silt removal. Each property or parcel owner shall—and does hereby agree to—execute any and all instruments necessary and reasonable to allow access for such purposes, including the granting of easements or access, provided that no such easement shall interfere with any buildings constructed on any parcel.

c. The Committee shall also have the authority to levy assessments for nonrecurring issues associated with the maintenance and upkeep of the storm basin, e.g. for silt removal or the like. In such event, such additional assessments shall be levied equally against all lots with the Subdivision based on the bid amount for such special maintenance and upkeep issues. Such additional assessments shall be due and payable within thirty (30) days following assessment.

d. When any lot owner with the Subdivision shall be in default in the payment of special assessments for a period of fifteen (15) days from the date on which amount becomes due and payable, the Committee shall be entitled to file a lien against the defaulting owner's lot in accordance with W.S. 29-4-101. The Committee may further pursue an injunction, other remedial measures, or any other remedy legal or equitable in order to enforce this Declaration or the Agreement. By their purchase of a lot within the Subdivision, each owner: (i) acknowledges and affirms that the storm basin constitutes a ditch, canal, or reservoir within the meaning of W.S. 29-4-101; (ii) acknowledges and affirms that the dues assessed are for labor and materials performed in the improvement of the storm drain; (iii) waives any and all right to assert affirmative defenses or counterclaims in defense against the enforcement of either a lien filing for dues and assessments hereunder or any other action against the owner of a lot within the Subdivision for the collection of unpaid dues or special assessments; and (iv) agrees that

the Committee shall be entitled to and awarded reasonable attorney's fees, court costs, and other expenses associated therewith in its efforts to enforce the payment of dues or special assessments herunder.

e. Members of the Committee shall serve until their resignation, and each shall be succeeded by the new owner of the lot within the Subdivision.

4. AMENDMENTS

This Declaration may be amended or repealed by a vote of ninety percent (90%) of the lot owners within the Subdivision. If this Declaration is repealed, or if the stormwater facilities become operated and maintained by the City of Cody, then any dues or assessments then held by the Committee shall be delivered to the City of Cody.

The undersigned, qualified and sole acting member of the West Avenue Subdivision Detention Maintenance Committee, an unincorporated, non-profit association, does hereby certify that the above and foregoing Declaration was duly adopted on the day and date first written above.

Kenneth McKinney

Kenneth McKinney, Developer-Owner

STATE OF WYOMING)
) ss.
COUNTY OF PARK)

The above and foregoing instrument was acknowledged before me this _____ day of _____, 2022 by Kenneth McKinney.

WITNESS My hand and official seal.

Notary Public
My commission expires: _____

AGREEMENT
Between
Ken McKinney ("OWNER")
and
Sage Civil Engineering ("ENGINEER")
for
Completion of Water Rights Petition
for
West Ave. Subdivision

Scope of Work

Sage Civil Engineering (SCE) will perform all work required to satisfy Section 30-10(b)(1) of the City of Cody's code on Subdivision of Land, in accordance with the Wyoming State Engineer's Rules and Regulations. This will include some or all the following work, as necessary: preparing and filing a water right petition and accompanying map as required for the West Ave. Subdivision; delivering consent requests to all affected appropriators; compiling and forwarding consent requests; paying the expenses of and participating in the initial public hearing, if required, for the purposes of securing approval of said petition.

The petition, map, supplemental materials and consent requests will be prepared under the terms of this agreement and delivered within six months of the approval of the Final Plat to the City of Cody and within nine months to the State Engineer's Office to preserve the City of Cody's interest in the deeded water rights.

OWNER:

Ken McKinney

By: 

Title:

Owner

Date Signed: 6-20-22

ENGINEER:

Sage Civil Engineering

By: 

Title: Vice President

Date Signed: 6-20-22

| | |
|---------------------|-----------------------|
| MEETING DATE: | JULY 19, 2022 |
| DEPARTMENT: | COMMUNITY DEVELOPMENT |
| PREPARED BY: | TODD STOWELL |
| CITY ADM. APPROVAL: | _____ |
| PRESENTED BY: | TODD STOWELL |

AGENDA ITEM SUMMARY REPORT

The Preliminary Plat of the Sunridge Subdivision

ACTIONS TO BE TAKEN

Approve the preliminary plat of the Sunridge Subdivision, a 5-lot subdivision, with associated variances and conditions of approval.

SUMMARY

Shelly Cate and Ryan Silva have submitted a preliminary plat application for a 5-lot subdivision. The property is zoned R-2 and is currently vacant. The lots are planned for single-family dwellings, with the owners constructing their home on Lot 2. However, it is noted that the zoning would permit two-family dwellings on Lots 2 and 3, and single-family dwellings with accessory dwelling units on Lots 1, 4 and 5.



The construction plans for a subdivision are typically not available until after preliminary plat review, but have been submitted for this subdivision and are attached to provide additional detail. The staff report points out a few modifications that are needed to those plans, but the plans are not ready for approval at this time. Formal review and approval of the construction plans will occur with the final plat review.

The detailed analysis of the subdivision is found in the attached report to the Planning and Zoning Board. The Board recommends approval of three variances and approval of the preliminary plat subject to eight conditions. They also directed that one additional variance be considered and decided by the City Council without a recommendation for approval or disapproval from the Board.

The additional variance relates to whether the requirement to dedicate Public Use Area or pay cash-in-lieu of dedication should be imposed on the subdivision. The code requirement is that, "*Public Use Areas: There shall be conveyed to the city an area or areas of land or the cash equivalent thereof, on the basis of one acre per fifty (50) prospective dwelling units, to provide for parks, fire stations, recreational areas and other public uses. This requirement shall be in addition to lands dedicated for streets and alleys. Minor subdivisions shall be exempt from this requirement. The dedication of land or cash in lieu of land shall be at the sole discretion of the city council, with recommendation from the planning and zoning board and the parks and recreation department. If subsequent rezoning or*

AGENDA ITEM NO. _____

redivision would result in a higher number of prospective dwelling units, additional land or cash equivalent shall be conveyed to the city...

Note that minor subdivisions are exempt from this requirement. In the minds of area developers, surveyors, and realtors, any subdivision of 5 lots or less is a minor subdivision. However, by definition a minor subdivision is, *"Any subdivision that the planning, zoning and adjustment board has determined shall facilitate isolated in-fill development within municipal boundaries and either: a) revises the plat affecting not more than five (5) lots previously created by said plat; or b) creates five (5) or fewer lots without requiring the creation of any new streets or the extension of water and sewer utilities or any new public improvements."*

As this subdivision includes new public improvements, the subdivision is technically not a "minor subdivision" and therefore not exempt. Almost all subdivisions include public infrastructure in the form of the electrical system, but only a couple have included city sewer and water mains. It does not appear that the City has ever imposed the Public Use Area/Cash-in-lieu requirement on any subdivision of 5 lots or less with new public improvements. Based on this, Planning staff was hesitant to recommend application of the requirement to this subdivision. The cash-in-lieu amount would be \$7,819 for this subdivision, based on the County assessor's 2022 land value. The Board was split on the matter, so they decided to ask the City council to make the decision.

RECOMMENDATION:

The Planning and Zoning Board recommends approval of the following variances and approval of the Sunridge preliminary plat subject to the following conditions. A fourth variance is also to be considered by the Council, as noted.

Subdivision Variances:

1. To waive the alley requirement.
2. To allow use of the street and cul-de-sac design proposed, subject to providing additional parking on the lots due to no on street parking being permitted.
3. To require sidewalk on only one side of the street, and not around the cul-de-sac bulb. Width would be reduced from 5 feet to 4.

Conditions:

1. If City raw water is required as recommended, modify the street and right-of-way width or the utility easement width as necessary. Coordinate with Public Works.
2. If City raw water is to be provided, the McMillin surface water rights are to be transferred to the City pursuant to the subdivision ordinance.
3. Follow and incorporate all "miscellaneous" items listed in the staff report to the P&Z Board.
4. The street must include a street sign, stop sign, "No Outlet" sign, and "No Parking Fire Lane" signage spaced as specified by the fire marshal.
5. If the public use area cash-in-lieu requirement is not waived, payment of \$7,819 to the City is required with the final plat (before mayor signs).
6. Install an 8-foot-wide asphalt pathway along the property frontage of 29th Street or pay that amount to the city prior to recording the final plat.
7. Provide an engineer's stormwater report and drainage plan for the subdivision, which is to be reviewed and approved as part of the final plat process.

AGENDA ITEM NO. _____

8. A maintenance agreement and/or homeowner's association shall be established for maintenance of the storm water infiltration facilities. Submit the proposed documents with the final plat. Also include an explanatory note referencing such on the final plat.
9. The final plat application and construction documents shall otherwise comply with the City subdivision ordinance.

Additional variance to consider:

4. Variance to the Public Use Area dedication and cash-in-lieu requirement.

ATTACHMENTS:

Preliminary Plat

Draft construction plans

Report to the Planning and Zoning Board

H:\PLANNING DEPARTMENT\FILE REVIEWS\MAJOR-MINOR SUBDIVISION\2022\SUB2022-04 SHELLY CATE SUNRIDGE FIVE LOT SUBD\STAFF REPORTS\AGENDA SUMMARY SUNRIDGE PRELIMINARY PLAT.DOCX

NOTES

1. BEARINGS ARE BASED ON THE CITY OF CODY COORDINATE SYSTEM, WHICH IS BASED ON THE WYOMING COORDINATE SYSTEM NAD83 WEST CENTRAL ZONE.
2. THERE ARE NO AREAS SUBJECT TO FLOODING OR WETLANDS.
3. TOTAL SUBDIVISION ACREAGE = 1.88 ACRES
4. TOTAL SUBDIVISION ACREAGE = 1.88 ACRES
5. SUBJECT PARCEL IS MEDIUM-LOW DENSITY RESIDENTIAL (R2)

LEGEND

- FOUND 2" DIA. ALUMINUM CAP, OTHERWISE NOTED
- FOUND 2.5" DIA. ALUMINUM CAP
- PROPOSED SUBDIVISION LOT LINES.
- SUBDIVISION BOUNDARY
- EASEMENT
- EXISTING OVERHEAD POWER LINE.
- EXISTING BURIED TELEPHONE / FIBER LINE.
- EXISTING BURIED NATURAL GAS LINE.
- EXISTING BURIED TREATED WATER LINE.
- EXISTING BURIED SANITARY SEWER LINE.
- MANHOLE LID, UTILITY AND STRUCTURE TYPES VARY.
- WATER METER.
- GAS METER.
- ELECTRIC METER.
- UTILITY PIPE LINE VALVES.
- UTILITY POLE.
- FIRE HYDRANT

LANDOWNER KEY

- 1 HAMILTON, ASHLEY M. & SMITH, ANDREW M., 2901 MARLISA LN, CODY, WY 82414
- 2 RIVER RUN RANCH VENTURES, LLC, POB 9486, SOUTH BURLINGTON, UT 05407
- 3 KLEN, JOHN JOSEPH, 2913 MARLISA LN, CODY, WY 82414
- 4 SHEDY, LILLIAN H., 2919 MARLISA LANE, CODY, WY 82414
- 5 KILBY, CLARENCE KEITH, 1902 29TH ST, CODY, WY 82414
- 6 LUTHY PAUL, J. & SANDY M., 1832 29TH ST, CODY, WY 82414
- 7 HOUSE FAMILY TRUST, 1826 29TH ST, CODY, WY 82414
- 8 KEANE, STEPHANIE & LAGRANT, SHARON, 1901 29TH ST, CODY, WY 82414
- 9 DAVIDSON, CROSBY & BROOKE, 1825 29TH ST, CODY, WY 82414
- 10 BLAVLOCK, DONNA C., 1801 29TH ST, CODY, WY 82414
- 11 SZOT, CINDY M. & FRIEDLY, CARMEN A. & O'MARA, BONNIE S., 3315 THOMAS ROAD, CHEYENNE, WY 82009
- 12 INBODY, ADA L. LIVING TRUST, 2620 INA AVE., CODY, WY 82414
- 13 RUBY, MAX L. REVOCABLE TRUST, POB 2195, CODY, WY 82414
- 14 NEWTON, DAVID & COLLEEN JOINT REVOCABLE TRUST, 2619 HOLLER AVE, CODY, WY 82414
- 15 SCHEER RENTALS, LLC, 2132 BEAR CREEK RD, LARAMIE, WY 82221
- 16 NEWTON, MICHAEL D. & JONNA K., 97 ROLLING HILLS DR, CODY, WY 82414
- 17 MOUNTAIN VIEW 29, LLC, 700 E REDLANDS BLVD # U-260, REDLANDS, CA 92373
- 18 ARISMENDI, ADRIANA, 10 FORT DRUM DRIVE, POWELL, WY 82435
- 19 CLOUD, CYNTHIA L. & CHARLES M., 901 16TH STREET, CODY, WY 82414
- 20 FRUSTAGI REVOCABLE LIVING TRUST, 4105 FLAMINGO BLVD, PORT CHARLOTTE, FL 33948
- 21 BALLINGER, SCOTT, 2930 MARLISA LN, CODY, WY 82414

RESURVEY T.52N., R.101W.
CITY OF CODY



VICINITY MAP
1" = 150'

CERTIFICATE OF OWNER

STATE OF WYOMING } SS.
COUNTY OF PARK }
KNOW ALL MEN BY THESE PRESENTS THAT I/WE, THE UNDERSIGNED, HEREBY CERTIFY THAT I/WE ARE OWNERS AND PROPRIETORS OF LOT 2, LOT 61-2 PLANTATION ADDITION, CODY, WYOMING, AS LOCATED IN BOOK 120077 OF PLATS, PAGE 5486, ACCORDING TO THE RECORDS OF THE COUNTY CLERK AND RECORDER OF PARK COUNTY, STATE OF WYOMING, AS EVIDENCED BY THAT WARRANTY DEED RECORDED AS DOCUMENT #2021-659 IN SAID CLERK AND RECORDER'S OFFICE.
THAT WE HAVE CAUSED SAID PROPERTY TO BE SURVEYED AND PLATTED AS SHOWN HEREON AS THE SUNRIDGE MINOR SUBDIVISION LOCATED WITHIN THE CITY OF CODY; THAT THE SUBDIVISION AS APPEARS ON THIS PLAT IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS, THAT WE HEREBY DESIGNATE EASEMENTS LABELED HEREON TO THE USES SO NOTED; THAT SAID LANDS ARE SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY AND MINERAL RIGHTS OR RESERVATIONS ON RECORD.

SHELLY CATE RYAN SILVA

STATE OF WYOMING } SS.
COUNTY OF PARK }
THE FOREGOING CERTIFICATE OF OWNER WAS ACKNOWLEDGED BEFORE ME BY SHELLY CATE & RYAN SILVA
THIS _____ DAY OF _____, 2022, WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

CLERK AND RECORDER ACCEPTANCE

THIS PLAT WAS ACCEPTED IN THE OFFICE OF THE CLERK AND RECORDER, PARK COUNTY, WYOMING, AT _____ O'CLOCK _____ AM, ON THIS _____ DAY OF _____, 2022, FILED FOR RECORDING IN BOOK OR PLAT CACKET _____ AT PAGE _____ AND RECORDED AS COMPUTER RECORD DOCUMENT NUMBER _____

PARK COUNTY CLERK
BY: _____ DEPUTY.

CITY PLANNING AND ZONING BOARD

APPROVED AS OF _____ DAY OF _____, 2022 BY THE CITY PLANNING AND ZONING BOARD OF CODY, WYOMING.

CHURMAN

CITY COUNCIL APPROVAL

APPROVED AS OF _____ DAY OF _____, 2022 BY THE CITY COUNCIL OF CODY, WYOMING.

MAYOR - MATT HALL

ATTEST: CINDY BAKER
ADMINISTRATIVE SERVICES OFFICER

PRELIMINARY PLAT OF SUNRIDGE MINOR SUBDIVISION

LOCATED WITHIN

LOT 2, LOT 61-2 PLANTATION ADDITION
RESURVEY T.52N., R.101W., 6TH P.M.,
CITY OF CODY, PARK COUNTY, WYOMING

PREPARED FOR: CATE, SHELLY & SILVA, RYAN

PREPARED BY: ENGINEERING ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
902 15TH STREET
CODY, WYOMING 82414



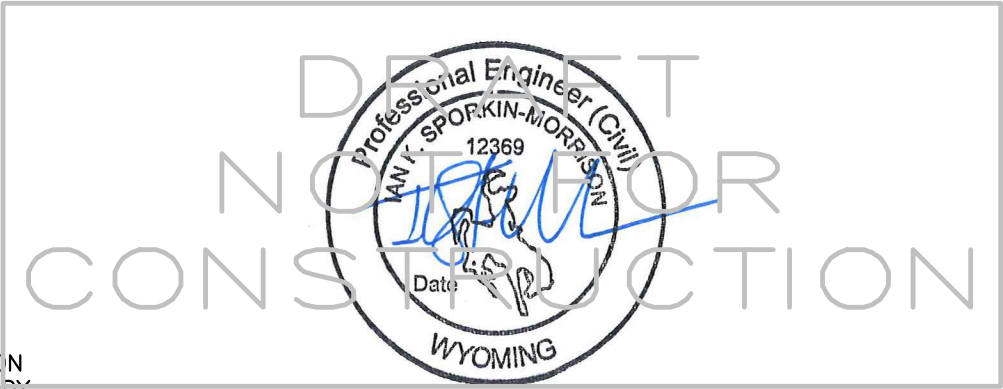
JOB NO. 22002.00
06/28/2022

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

P:\2022\Cody 22000.00 - 22199.00\22002.00 - SunRidge Subdivision - City of Cody\ACAD\22002.00 SunRidge MS.dwg 6/8/22 Ian



VICINITY MAP
SCALE: 1" = 100'



SUNRIDGE MINOR SUBDIVISION

ROADWAY, TREATED WATER & SANITARY SEWER EXTENSIONS

FOR
SHELLY CATE & RYAN SILVA
CODY, WY

DRAWING INDEX

| Sheet Number | Sheet Title |
|--------------|---------------------------------|
| 1 | TITLE SHEET |
| 2 | PLAN & PROFILE – ROADWAY |
| 3 | PLAN & PROFILE – TREATED WATER |
| 4 | PLAN & PROFILE – SANITARY SEWER |
| 5 | DETAILS – TREATED WATER |
| 6 | DETAILS – SANITARY SEWER |
| 7 | DETAILS – ROAD |

NOTE: ALL WORK TO BE COMPLETED IN ACCORDANCE WITH LATEST EDITION OF WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS AND CITY OF CODY STANDARDS.



| DATE | DRAWING LOG | BY | CHECKED | APPROVED |
|--------|------------------|------|---------|----------|
| 5/5/22 | ORIGINAL DRAWING | IKSM | | |

DRAWN BY: IKSM
JOB NO. 22002.00
FIELD BOOK NO. 593

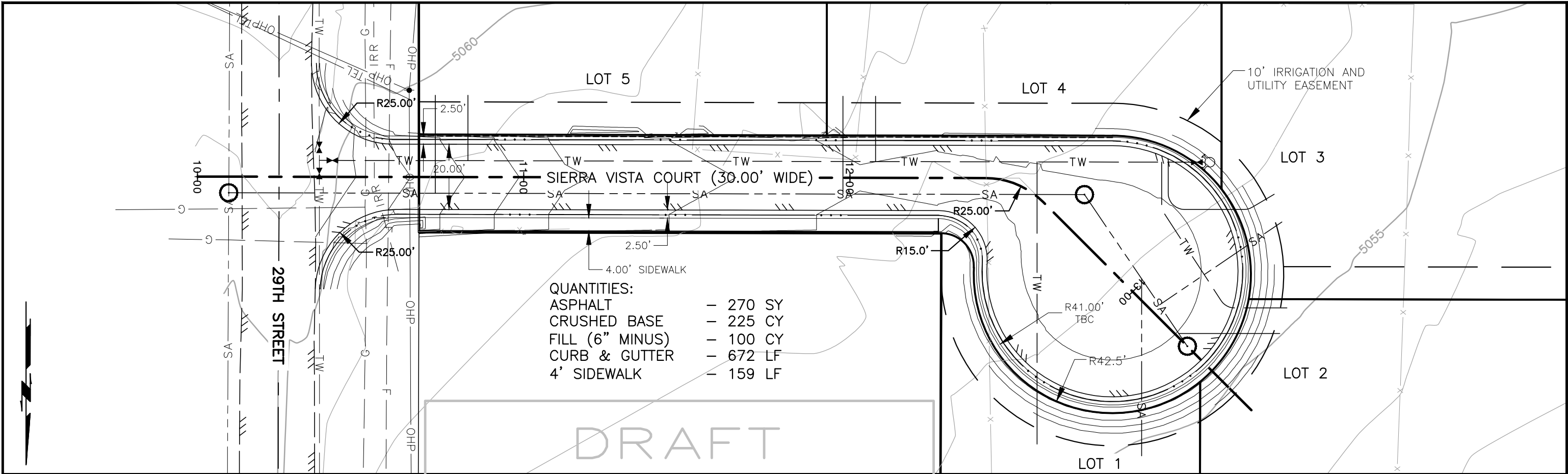


ENGINEERING ASSOCIATES – CODY, WYOMING
CONSULTING ENGINEERS & SURVEYORS

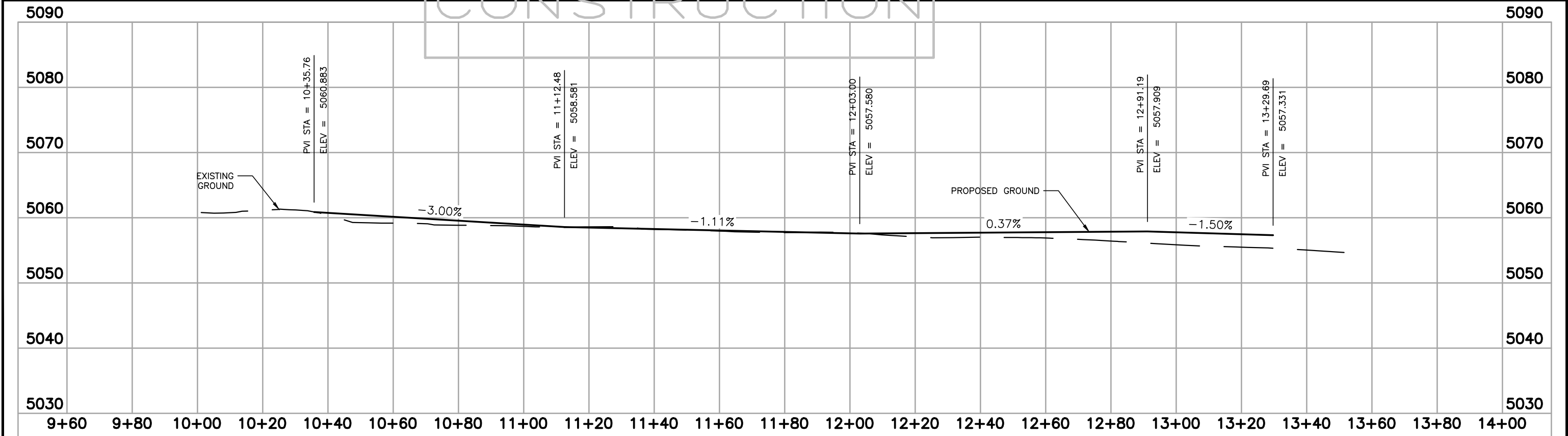
OWNER:
SHELLY CATE & RYAN SILVA

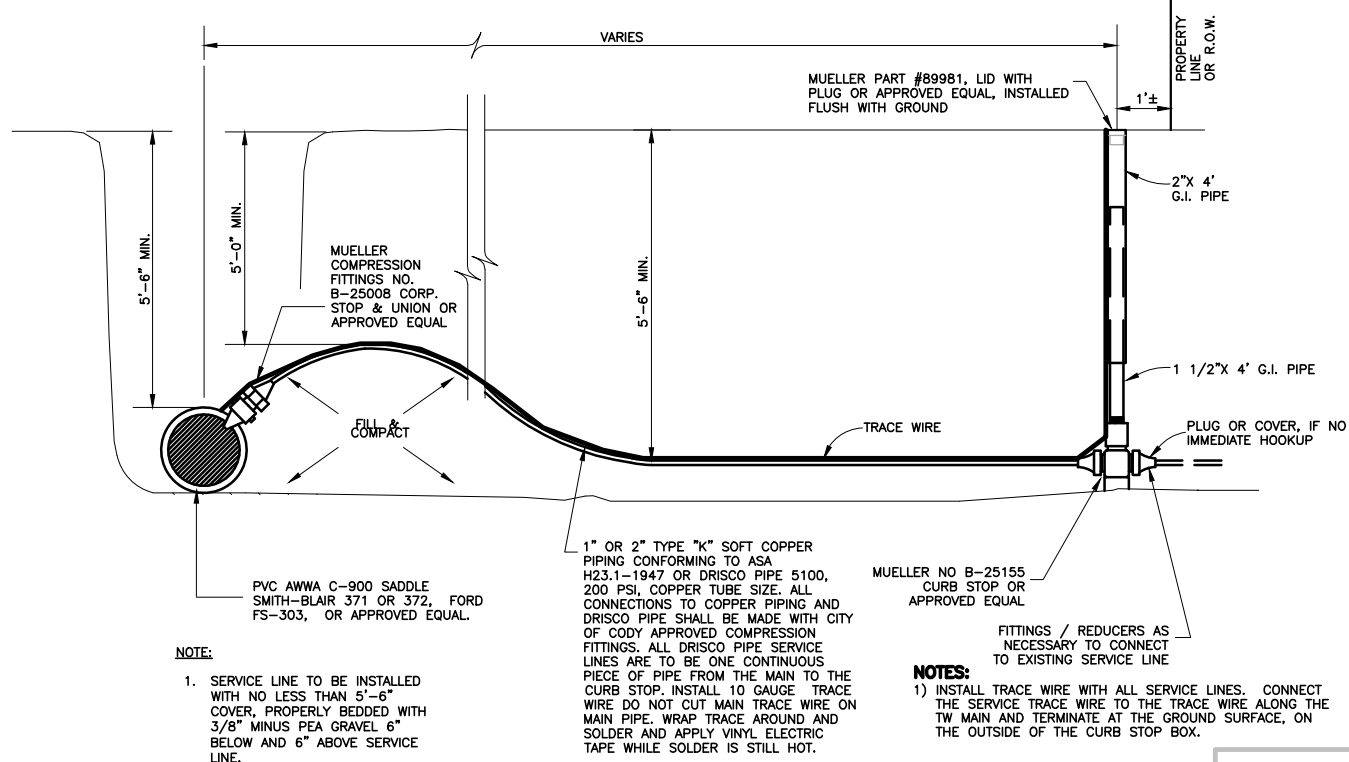
PROJECT: SUNRIDGE MINOR SUBDIVISION
TITLE: TITLE SHEET

SHEET
1 OF 7



SCALES:
1" = 30' HOR
1" = 10' VERT





NOTE:

1. SERVICE LINE TO BE INSTALLED WITH NO LESS THAN 5'-6" COVER, PROPERLY BEDDED WITH 3/8" MINUS PEA GRAVEL. 6" BELOW AND 6" ABOVE SERVICE LINE.

TREATED WATER SERVICE DETAIL

NOTES:

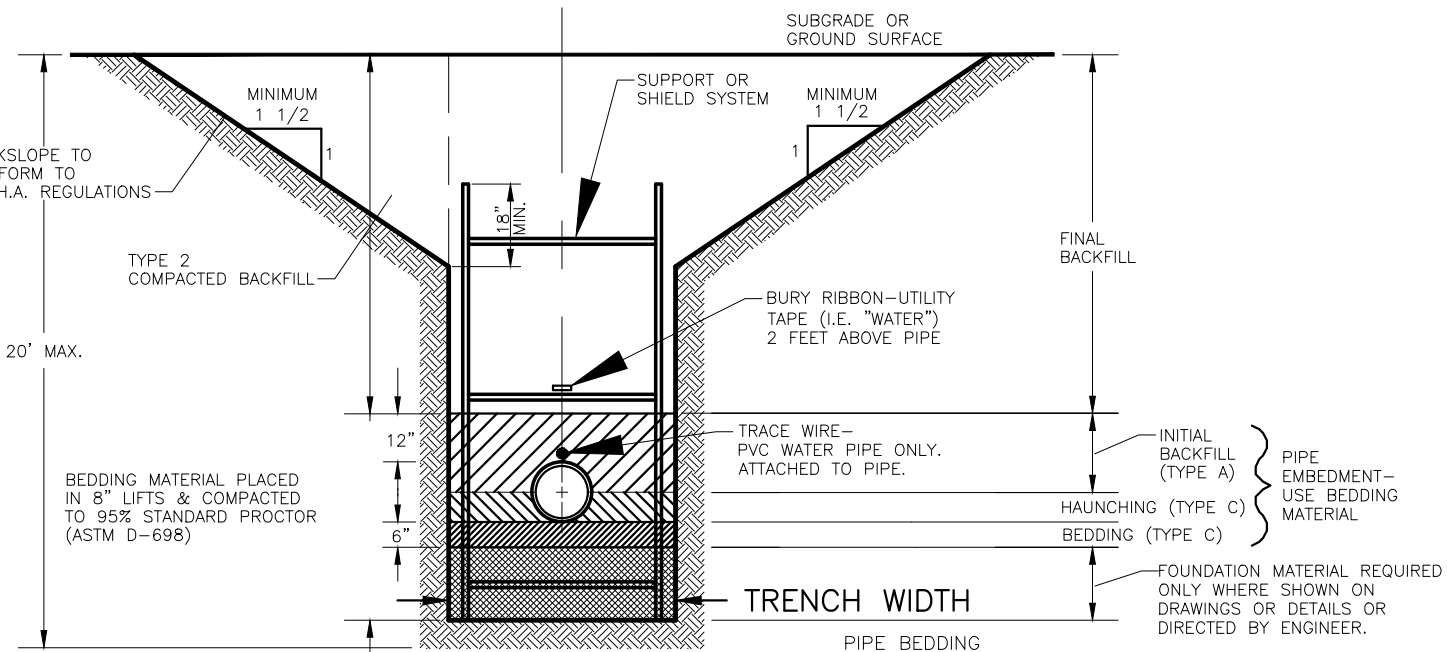
- 1) INSTALL TRACE WIRE WITH ALL SERVICE LINES. CONNECT THE SERVICE TRACE WIRE TO THE TRACE WIRE ALONG THE TW MAIN AND TERMINATE AT THE GROUND SURFACE, ON THE OUTSIDE OF THE CURB STOP BOX.

FITTINGS / REDUCERS AS NECESSARY TO CONNECT TO EXISTING SERVICE LINE

GENERAL NOTES:

1. JOINT RESTRAINTS TO BE PROVIDED ON ALL M.I. FITTINGS, UNLESS OTHERWISE NOTED. SUBSIDIARY TO OTHER BID ITEMS.

IF SUPPORT OR SHIELD SYSTEM IS NOT USED, MINIMUM ALLOWABLE SLOPE FOR ALL TRENCHES LESS THAN 20 FT. DEEP WILL BE 1 1/2H : 1V. COMPLY w/ALL APPLICABLE SAFETY REQUIREMENTS



TYPICAL TRENCH DETAIL

NOT TO SCALE

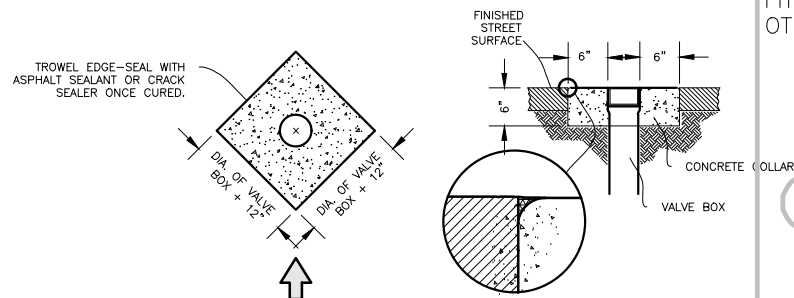
PIPE BEDDING

TYPE A - WELL GRADED MATERIAL WITH A MAXIMUM SIZE OF 3/4 INCH; MAXIMUM PLASTICITY INDEX OF 6, AS DETERMINED BY AASHTO DESIGNATIONS T-89 AND T-90.

TYPE B - NONPLASTIC; GRADING B DRAIN GRAVEL

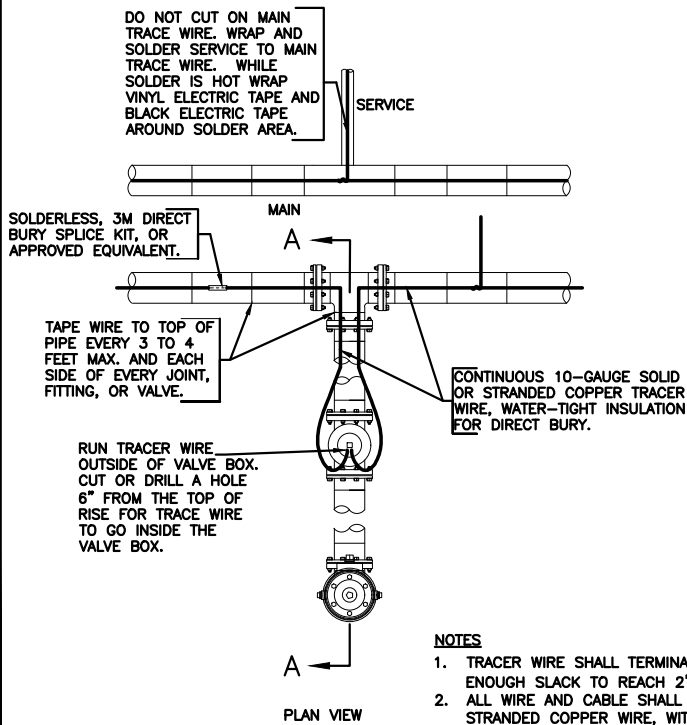
TYPE C - NONPLASTIC; MAX SIZE 1 INCH; 0-5% PASSING NO. 4 SIEVE

TYPE 2 - NATIVE MATERIAL; 8-INCH LIFTS.



GATE VALVE SURFACE PAD FOR GATE VALVES

NOT TO SCALE

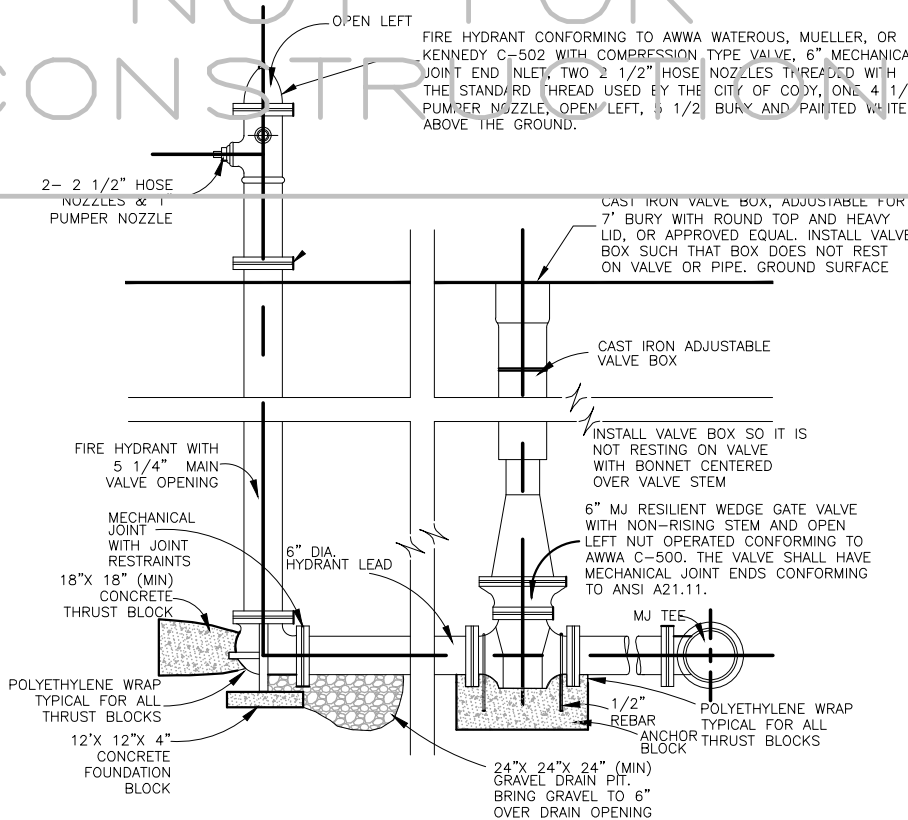


NOTES

1. TRACER WIRE SHALL TERMINATE INSIDE VALVE BOX WITH ENOUGH SLACK TO REACH 2' ABOVE GROUND SURFACE.
2. ALL WIRE AND CABLE SHALL BE 10-GAUGE SOLID OR STRANDED COPPER WIRE, WITH 600 VOLT RATED HIGH MOLECULAR WEIGHT POLYETHYLENE (HMWPE) INSULATION.

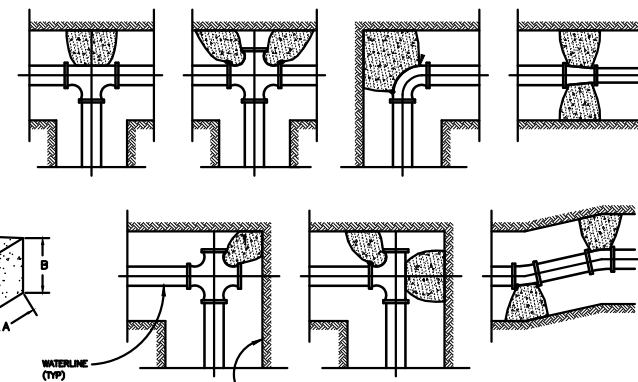
TRACER WIRE DETAIL N.T.S.

NOT TO SCALE



FIRE HYDRANT, VALVE & THRUST BLOCK DETAIL

NOT TO SCALE



- NOTES:**
1. FITTINGS TO BE SEPARATED FROM BLOCKS WITH AN APPROVED BOND BREAKER, SUCH AS POLY WRAP.
 2. ALL BLOCKS TO BEAR AGAINST UNDISTURBED MATERIAL.
 3. DESIGN IS BASED ON 165 PSI MAIN PRESSURE AND 2000 PSF SOIL BEARING CAPACITY.

CONCRETE THRUST BLOCKS

NOT TO SCALE

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

| DATE | DRAWING LOG | BY | CHECKED | APPROVED | DRAWN BY: IKSM |
|--------|------------------|------|---------|----------|--------------------|
| 5/5/22 | ORIGINAL DRAWING | IKSM | | | JOB NO. 22002.00 |
| | | | | | FIELD BOOK NO. 593 |



ENGINEERING ASSOCIATES - CODY, WYOMING
CONSULTING ENGINEERS & SURVEYORS

OWNER:

SHELLY CATE & RYAN SILVA

PROJECT:

SUNRIDGE MINOR SUBDIVISION

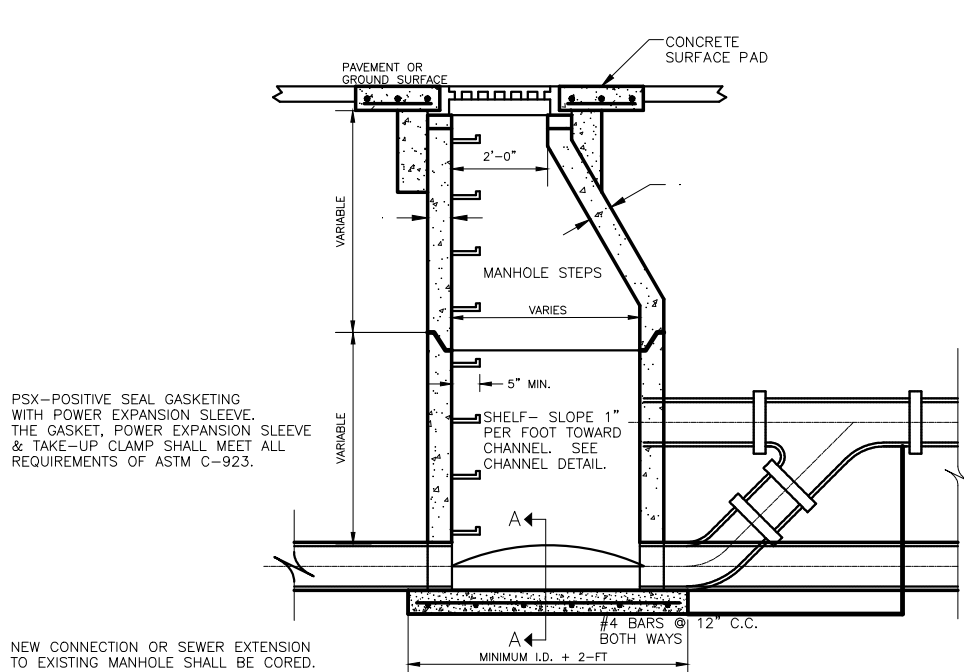
TITLE:

DETAILS - TREATED WATER

SHEET

5 OF 7

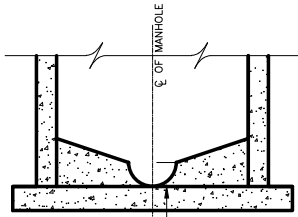
P:\2022\Cody 22000.00 - 22199.00\22002.00 - SunRidge Subdivision - City of Cody\ACAD\22002.00 SunRidge MS.dwg 6/8/22 lan



SANITARY SEWER MANHOLE

MANHOLE BASE MAY BE PRECAST REINFORCED BASE SET ON 6" OF COMPACTED SAND, A POURED IN PLACE BASE OF 6 SACK MIX CONCRETE WITH No. 4 REBAR ON 12" CENTERS IN BOTH DIRECTIONS, OR A PRECAST BASE AND BOTTOM SECTION POURED AS A SINGLE UNIT.

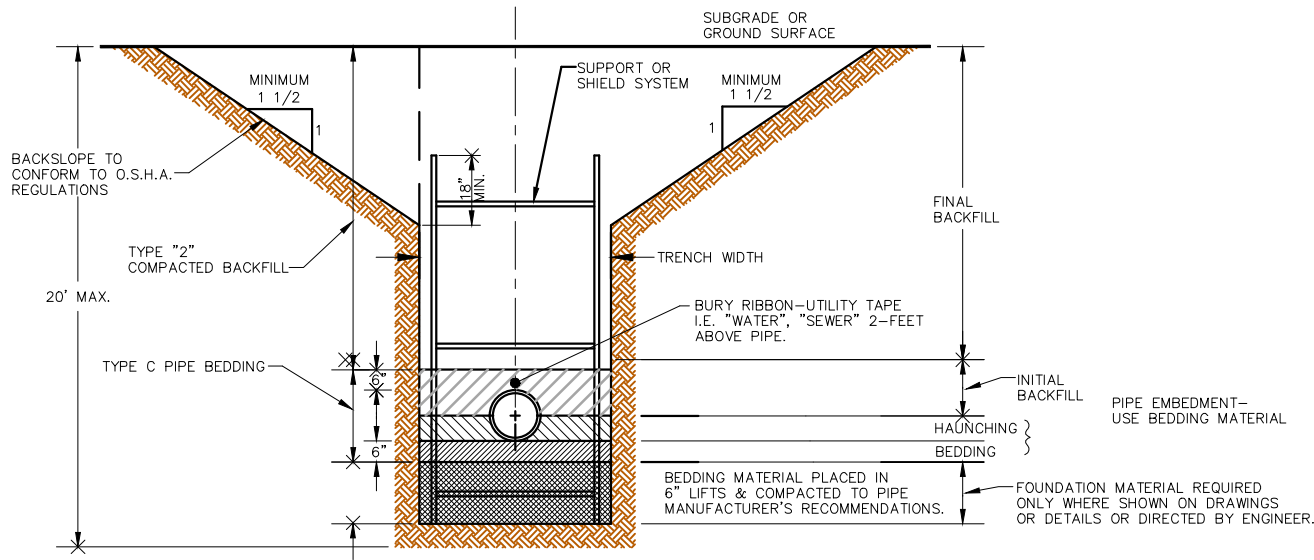
NOTE: ALL MANHOLES SHALL RECEIVE INTERIOR COATING PER SECTION 09830.



SECTION A-A

NOTE:

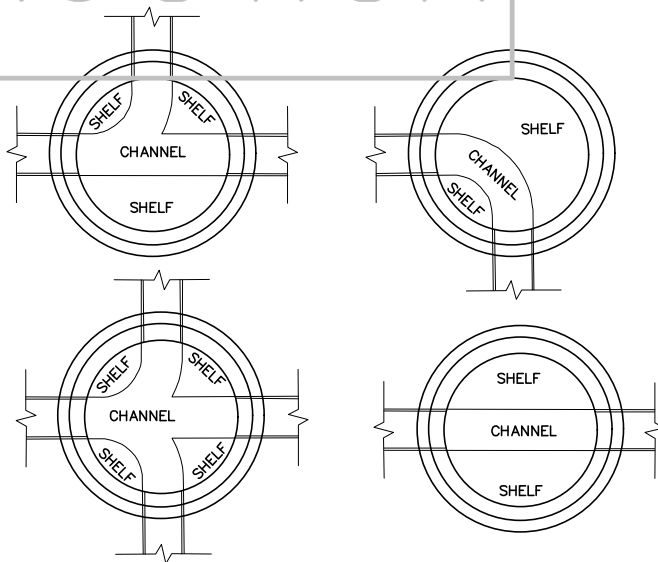
1. ALL JOINTS BETWEEN MANHOLE SECTIONS, MANHOLE RING & TOP SECTIONS, & AROUND SEWER PIPE INTO MANHOLE SHALL BE WATERTIGHT. JOINTING MATERIAL SHALL BE "RAM-NEK" OR APPROVED EQUAL.
2. ALL STEPS SHALL HAVE A MINIMUM OF 12" TO A MAXIMUM OF 16" SPACING, AND SHALL EXTEND OUT A MINIMUM OF 5" FROM THE MANHOLE WALL. STEPS SHALL BE A MINIMUM OF 10" WIDE. THESE REQUIREMENTS ARE IN COMPLIANCE WITH OSHA DIRECTIVE 29 CFR 1910.27.
3. STEPS SHALL BE CAST IRON OR STEEL REINFORCED POLYURETHANE STEPS.
4. A MINIMUM OF 2" AND A MAXIMUM OF 12" OF ADJUSTING RINGS SHALL BE USED TO MATCH GRADE.



TYPICAL TRENCH DETAIL - SEWER

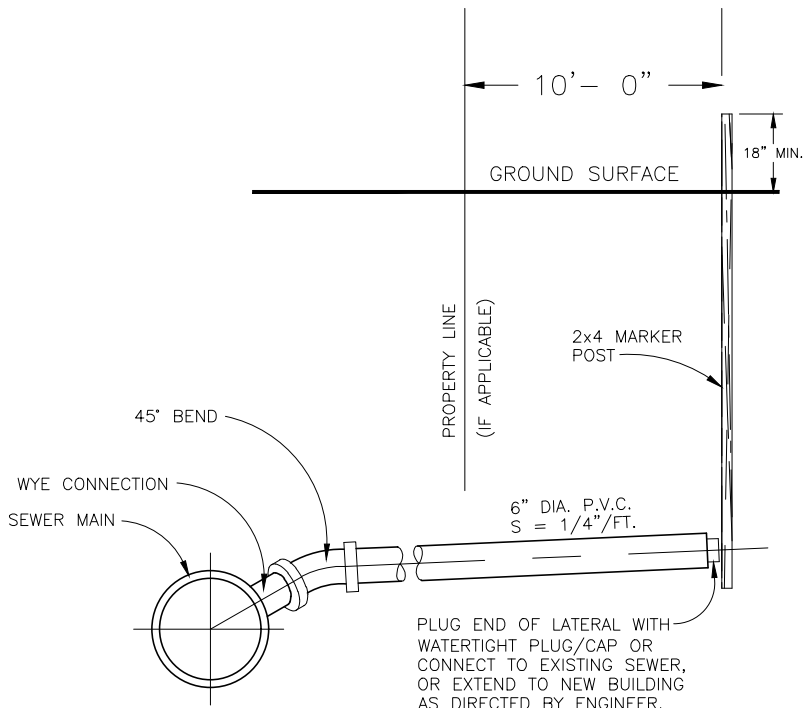
- NOTES:
- 1) IF SUPPORT OR SHIELD SYSTEM IS NOT USED, MINIMUM ALLOWABLE SLOPE FOR ALL TRENCHES LESS THAN 20 FT. DEEP WILL BE 1 1/2H : 1V. COMPLY W/ALL APPLICABLE SAFETY REQUIREMENTS
 - 2) PROVIDE 6" MINIMUM SPACING BETWEEN OUTSIDE OF PIPELINES AND BETWEEN PIPELINES AND TRENCH WALLS.
 - 3) NO STONES GREATER THAN 3" IN DIAMETER SHALL BE WITHIN 2' OF THE PIPE.
 - 4) MAINTAIN 12-INCH SEPARATION BETWEEN UTILITIES.

| Structure Table | |
|-----------------|---|
| Structure Name | Structure Details |
| MH 1 | RIM = 5060.621 SUMP = 5052.397 INV IN = 5052.600 W INV IN = 5052.397 S INV OUT = 5052.397 N |
| MH 2 | RIM = 5057.579 SUMP = 5053.125 INV IN = 5053.225 NW INV OUT = 5053.125 E |
| MH 3 | RIM = 5057.421 SUMP = 5053.337 INV OUT = 5053.337 SE |



- NOTE:
1. SLOPE ALL SHELVES TO CHANNEL AT 1 INCH PER FOOT
 2. SEE PLAN-PROFILE SHEETS FOR SLOPE OF CHANNEL.

MANHOLE CHANNELS



SEWER LATERAL DETAIL

| DATE | DRAWING LOG | BY | CHECKED | APPROVED |
|--------|------------------|------|---------|----------|
| 5/5/22 | ORIGINAL DRAWING | IKSM | | |

DRAWN BY: IKSM
JOB NO. 22002.00
FIELD BOOK NO. 593



ENGINEERING ASSOCIATES - CODY, WYOMING
CONSULTING ENGINEERS & SURVEYORS

OWNER:

SHELLY CATE & RYAN SILVA

PROJECT:

SUNRIDGE MINOR SUBDIVISION

TITLE:

DETAILS - SANITARY SEWER

SHEET

6 OF 7

P:\2022\Cody 220000.00 - 22199.00\22002.00 - SunRidge Subdivision - City of Cody\ACAD\22002.00 SunRidge MS.dwg 6/8/22 lan

CODY MATERIAL SPECIFICATIONS

- ALL SUBBASES AND BASE COURSES SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY AT OPTIMUM MOISTURE AS DETERMINED IN ACCORDANCE WITH AASHTO 180.
- CRUSHED BASE COURSE
 - THE MATERIAL PRODUCED SHALL BE UNIFORMLY GRADED COARSE TO FINE AND SHALL NOT VARY FROM THE HIGH LIMIT ON ONE SIEVE TO THE LOW LIMIT ON AN ADJACENT SIEVE OR VICE VERSA.
 - THE PERCENTAGE PASSING THE NO. 200 SIEVE SHALL NOT EXCEED ONE HALF OF THE PERCENTAGE PASSING THE NO. 40 SIEVE.
 - THE MATERIAL PASSING THE NO. 40 SIEVE SHALL HAVE A LIQUID LIMIT NOT GREATER THAN 25 AND A PLASTICITY INDEX NOT GREATER THAN 6, EXCEPT WHEN THE PLASTICITY INDEX IS 0 (ZERO), THE LIQUID LIMIT SHALL NOT EXCEED 30.
 - ALL CRUSHED BASE COURSE MATERIAL SHALL MEET THE FOLLOWING GRADATION WHEN TESTED IN ACCORDANCE WITH AASHTO T-27 & T-11:

| SIEVE | % PASSING |
|---------|-----------|
| 1" | 100 |
| 3/4" | 90-100 |
| 1/2" | 60-85 |
| No. 4 | 45-65 |
| No. 8 | 33-53 |
| No. 200 | 3-12 |

- AGGREGATE FOR HOT PLANT PAVEMENT MIX : IN ACCORDANCE WITH WYOMING TRANSPORTATION DEPARTMENT STANDARD SPECIFICATIONS-LATEST EDITION.
 - FOR COMPACTED THICKNESSES 3" OR LESS, USE WYDOT 1/2-INCH MAXIMUM AGGREGATE.
 - FOR COMPACTED THICKNESSES GREATER THAN 3", USE WYDOT 3/4-INCH MAXIMUM AGGREGATE FOR FIRST LIFT. SECOND LIFT SHALL BE A MINIMUM COMPACTED THICKNESS OF 1-1/2 INCHES, 1/2-INCH MAXIMUM AGGREGATE.
 - MINERAL FILLER: FINELY GROUND PARTICLES OF LIMESTONE, HYDRATED LIME OR OTHER MINERAL DUST, FREE OF FOREIGN MATTER.
- PRIMER: A CUT-BACK LIQUID ASPHALT OF THE MEDIUM CURING TYPE, GRADE ,C-70, AND SHALL COMPLY WITH THE REQUIREMENTS OF ASTM D2027. BITUMINOUS HOT MIX PAVEMENT SHALL BE APPROVED BY THE CITY ENGINEER BEFORE ANY WORK MAY.
- TACK COAT: A CATIONIC SLOW SET EMULSIFIED ASPHALT MIXED WITH A N EQUAL AMOUNT OF WATER, GRADE CSS-1H, AND SHALL COMPLY WITH THE REQUIREMENTS OF ASTM D244. OTHER GRADES OF EMULSIFIED ASPHALT WILL BE CONSIDERED TESTING OR EXPERIENCE THAT ANOTHER GRADE IS MORE SUITABLE.
- MIX DESIGN: A COMPLETE MIX DESIGN MEETING THE REQUIREMENTS OF AI MS-2 COMPLETED WITHIN THE LAST 24 MONTHS FOR THE SPECIFIC MATERIALS TO BE USED SHALL BE SUBMITTED FOR APPROVAL PRIOR TO BEGINNING WORK.

AI MS-2 ESTABLISHES THE FOLLOWING REQUIREMENTS FOR THE ASPHALT CEMENT CONCRETE FOR A MEDIUM TRAFFIC VOLUME:

| | |
|--|---------|
| STABILITY (LB. MINIMUM) | 1200 |
| FLOW, (0.01 IN.) | 8 TO 16 |
| PERCENT AIR VOIDS (%) | 3 TO 5 |
| VOIDS IN MINERAL AGGREGATE (% MINIMUM) | 15 |

7. CONCRETE SPECIFICATIONS

- CEMENT SHALL BE PORTLAND CEMENT, TYPE II CONFORMING TO THE REQUIREMENTS OF ASTM C-150 (IF SPECIAL CONDITIONS WARRANT IT, THE USE OF A DIFFERENT TYPE OF CEMENT MAY BE APPROVED BY THE CITY ENGINEER).
- AGGREGATE GENERAL - GRAVEL, CRUSHED SLAG, CRUSHED STONE, OR OTHER INERT MATERIALS, COMPOSED OF HARD, STRONG, DURABLE PARTICLES FREE OF INJURIOUS COATINGS.

C. FINE AGGREGATE

- THE MAXIMUM PERCENTAGE OF DELETERIOUS SUBSTANCES SHALL NOT EXCEED THE FOLLOWING PERCENTAGES BY WEIGHT:

| | |
|------------------------------|------|
| COAL AND LIGNITE | .3% |
| CLAY LUMPS | .5% |
| OTHER DELETERIOUS SUBSTANCES | 2.0% |
- THE FINE AGGREGATE SHALL BE FREE FROM INJURIOUS AMOUNTS OF ORGANIC IMPURITIES.

- THE FINE AGGREGATE SHALL BE GRADED COARSE TO FINE MEETING THE FOLLOWING GRADATION:

| SIEVE | % PASSING |
|---------|-----------|
| 3/8" | 100 |
| No. 4 | 95-100 |
| No. 8 | 80-100 |
| No. 16 | 50-85 |
| No. 30 | 25-60 |
| No. 50 | 5-30 |
| No. 100 | 0-10 |
| No. 200 | 0-4 |

D. COARSE AGGREGATE

- THE MAXIMUM PERCENTAGES OF DELETERIOUS SUBSTANCES SHALL NOT EXCEED THE FOLLOWING PERCENTAGES BY WEIGHT:

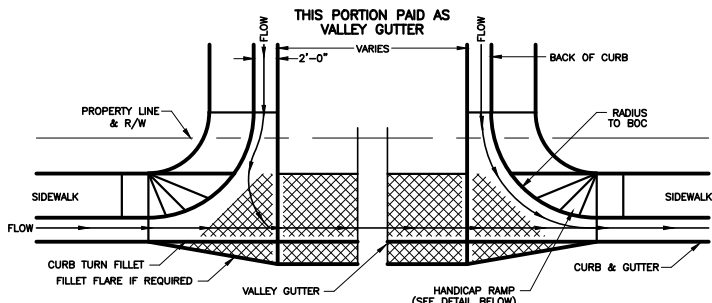
| | |
|------------------------------|------|
| SOFT FRAGMENTS: | 1% |
| COAL AND LIGNITE | 0.3% |
| CLAY LUMPS | 0.3% |
| OTHER DELETERIOUS SUBSTANCES | 2.0% |
- WHEN TESTED IN ACCORDANCE WITH THE LOS ANGELES RATTLER METHOD, THE COARSE AGGREGATE SHALL NOT SHOW A WEAR IN EXCESS OF 40%.
- THE AGGREGATE SHALL BE GRADED COARSE TO FINE MEETING THE FOLLOWING GRADATION:

| SIEVE | % PASSING |
|---------|-----------|
| 1 1/2" | 100 |
| 1" | 95-100 |
| 1/2" | 25-60 |
| No. 4 | 0-10 |
| No. 8 | 0-5 |
| No. 200 | 0-2 |

- ADMIXTURES AND AIR-ENTRAINING AGENTS SHALL BE APPROVED BY THE ENGINEER AS RECOMMENDED WITHIN THE REQUIRED MIX DESIGN AS PREPARED BY A QUALIFIED TESTING LABORATORY.
- ALL CONCRETE PLACED SHALL HAVE A SLUMP OF BETWEEN 1" AND 4" WHEN TESTED IN ACCORDANCE WITH AASHTO T-119.
- ALL CONCRETE PLACED SHALL MEET THE FOLLOWING MINIMUM STRENGTH REQUIREMENTS WHEN TESTED IN ACCORDANCE WITH ALL APPLICABLE ASTM STANDARDS:

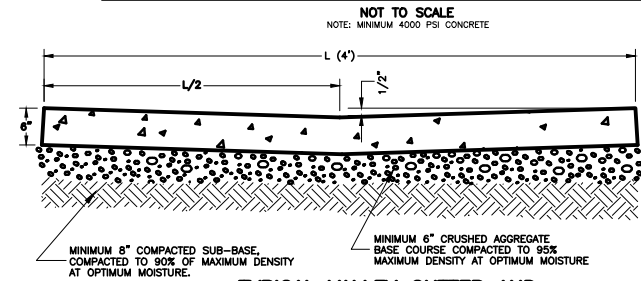
| | | |
|-------------------------|---------|-------------|
| LABORATORY MIXED SAMPLE | 7 DAYS | 2860 P.S.I. |
| | 28 DAYS | 4000 P.S.I. |

- GENERAL - ALL WORK ASSOCIATED WITH THE DETAILS SHOWN ON THIS PAGE SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS, UNLESS OTHER SPECIFICATIONS ARE PROVIDED IN THE PROJECT MANUAL.



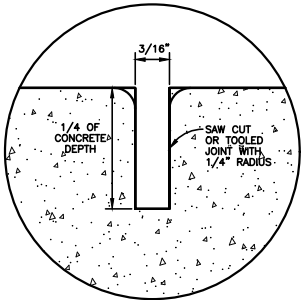
NOTE: 1. PROVIDE 1-FOOT FLARE WHEN FILLETS ARE INSTALLED AT THE LOCATION OF VALLEY GUTTER IF REQUIRED BY 2. FOR HIGHWAY INTERSECTION. ENGINEER.

TURN FILLET, SIDEWALK & VALLEY GUTTER



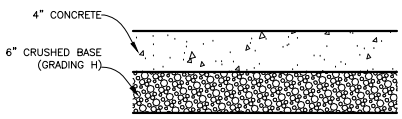
TYPICAL VALLEY GUTTER AND DOUBLE GUTTER SECTION

NOT TO SCALE



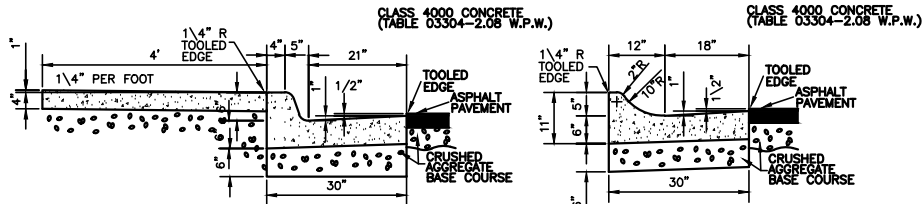
CONTROL JOINT DETAIL

NOT TO SCALE



NEW SIDEWALK (OTHER THAN IN ALLEY APRON)

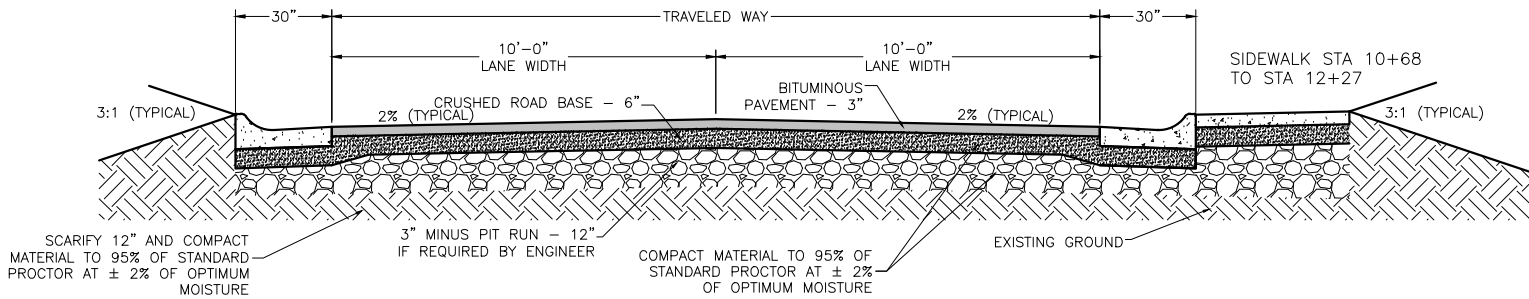
NOT TO SCALE



- NOTE: 1. SUBGRADE COMPACTION SHALL CONFORM TO 2001 WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS SECTION 02231.
2. 1/2" EXPANSION JOINT MATERIAL SHALL BE PLACED AT P.C., P.T., AND CURB TURNS. CONTRACTION JOINTS SHALL COMPLY WITH 2001 WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS SECTION 02230.
3. NO CURB AND GUTTER SHALL BE PLACED WITHOUT A FINAL FORM INSPECTION BY THE ENGINEER.
4. CLASS A (TABLE 03304-2.08 W.P.W.) CONCRETE SHALL BE USED.

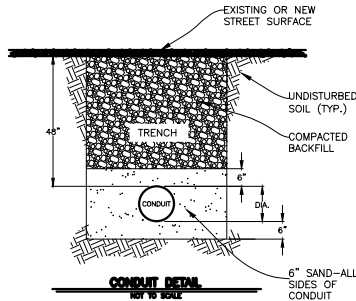
*CONTRACTION JOINTS SHALL BE CONSTRUCTED BY SAWING OR SCORING. WHEN SCORING, A TOOL SHALL BE USED WHICH WILL LEAVE CORNERS ROUNDED AND DESTROY AGGREGATE INTERLOCK FOR SPECIFIED MINIMUM DEPTH.

TYPICAL CURB, GUTTER, & SIDEWALK SECTION



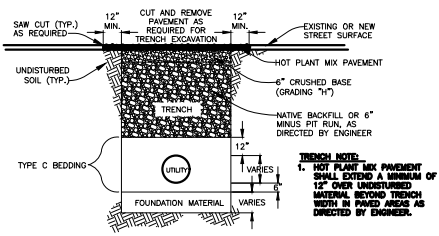
TYPICAL SECTION

SCALE: 1" = 5'



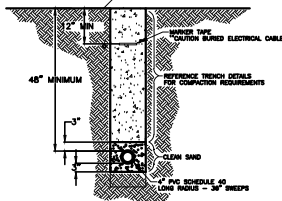
CONDUIT DETAIL

NOT TO SCALE



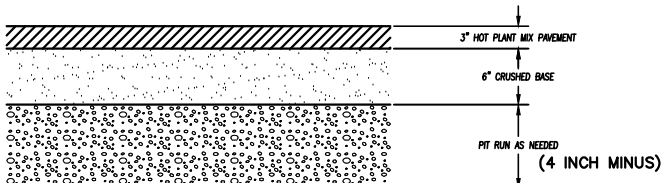
TYPICAL PUBLIC STREETS, CROSSINGS AND PAVED ALLEYS

NOT TO SCALE

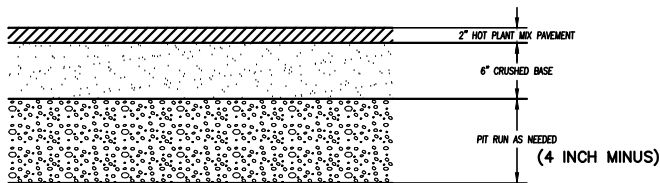


TYPICAL ELECTRICAL TRENCH SECTION

NOT TO SCALE



PAVEMENT SECTION PERMANENT RESURFACING FOR UTILITY CUTS



PAVEMENT SECTION TEMPORARY RESURFACING FOR UTILITY CUTS

| DATE | DRAWING LOG | BY | CHECKED | APPROVED |
|--------|------------------|------|---------|----------|
| 5/5/22 | ORIGINAL DRAWING | IKSM | | |

DRAWN BY: IKSM
JOB NO. 22002.00
FIELD BOOK NO. 593



ENGINEERING ASSOCIATES - CODY, WYOMING
CONSULTING ENGINEERS & SURVEYORS

OWNER:

SHELLY CATE & RYAN SILVA

PROJECT:

SUNRIDGE MINOR SUBDIVISION

TITLE:

DETAILS - ROADWAY

SHEET

7 OF 7

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

| | | | |
|----------------------|--|------------------------------|---|
| MEETING DATE: | JULY 12, 2022 | TYPE OF ACTION NEEDED | |
| AGENDA ITEM: | | P&Z BOARD APPROVAL: | |
| SUBJECT: | PRELIMINARY PLAT OF THE SUNRIDGE SUBDIVISION— A 5-LOT SUBDIVISION. SUB 2022-04 | RECOMMENDATION TO COUNCIL: | X |
| PREPARED BY: | TODD STOWELL, CITY PLANNER | DISCUSSION ONLY: | |

PROJECT OVERVIEW

Shelly Cate and Ryan Silva have submitted a preliminary plat application for a 5-lot subdivision. The property is zoned R-2 and is currently vacant. They previously submitted a conceptual plan for this 5-lot subdivision, which was discussed by the Planning and Zoning Board so that they would have direction in preparation of the plat application. That review concluded that a street consisting of a 20-foot-wide strip of asphalt, plus curb and gutter on both sides and a 4-foot sidewalk on one side would likely be sufficient, provided no parking occurred on the street.



The lots are planned for single-family dwellings, with the owners constructing their home on Lot 2. However, it is noted that the zoning would permit two-family dwellings on Lots 2 and 3, and single-family dwellings with accessory dwelling units on Lots 1, 4 and 5.

The construction plans for a subdivision are typically not available until after preliminary plat review, but have been submitted for this subdivision and are attached to provide additional detail. This staff report will point out a few modifications that are needed to those plans, but the plans are not ready for approval at this time. Formal review and approval of the construction plans will occur with the final plat review.

SUBDIVISION REGULATIONS

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

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

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

Comment: Met.

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

Comment: The proposed street section described, with 20 feet of asphalt is narrower than the "minor residential" street section that specifies 24 feet. The minor residential street section does not have a specific threshold for number or type of dwelling units it may serve, but when it was developed the thought was up to ten dwellings, and this development would be within that amount.

The conceptual plan discussion concluded that because the narrower street width would not meet minimum width for on-street parking, that additional parking would be needed on the individual lots. The applicant agreed to this condition. The meeting minutes do not mention how many additional parking spaces. Staff's thought is that there should be at least two spaces more than otherwise required (e.g. 4 spaces for a single-family home, 5 spaces for a single-family home with an ADU, 6 spaces for a duplex).

There are no streets shown on the street master plan as passing through this property.

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

Comment: There are no internal street jogs.

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

Comment: The street location seems to be the most logical. Details regarding the profile of the street centerline can be seen in the draft construction plans and likely need modification to better address street drainage and adequate cover for the sewer services. Those details can be discussed between the engineer and public works before final plat review.

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

Comment: Met.

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

Comment: Met.

G. Cul-De-Sacs: Cul-de-sacs shall be permitted, providing they are no longer than five hundred feet (500'), including the area at the end of said cul-de-sac; and further

providing, that the property line to property line diameter of the cul-de-sac be at least one hundred feet (100'). Design specifications for curb, gutter, sidewalk and distance from property line to sidewalk shall be in accordance with the typical section of a "residential street", as defined by the master street plan. Surface drainage shall be towards the intersecting streets whenever possible, but may be out of the cul-de-sac through a drainage easement as a last alternative.

Comment: The length of the proposed cul-de-sac is about 250 feet, which is within the limit. The requirement for the size of the cul-de-sac bulb was discussed with the conceptual plan and a variance to the standard is requested. The fire marshal and public works are agreeable to a cul-de-sac bulb with an 80-foot diameter of asphalt, provided no parking occurs on the cul-de-sac. The plans show 85 feet of right-of-way with the 80-foot diameter of asphalt.

Drainage will not be able to flow to the intersecting street. A drainage easement and facility will be necessary.

H. Dead End Streets, Alleys: Dead end streets and alleys (with the exception of cul-de-sacs) shall be prohibited, unless they are designed to connect with future streets or alleys on adjacent lands that have not been platted...

Comment: Met, as cul-de-sacs are the exception.

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

Comment: Not applicable.

J. Reverse Curves: Reverse curves on...residential and marginal streets and alleys shall have at least one hundred feet (100') of tangent length between reverse curves

Comment: None proposed.

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

| | <i>Minimum Right Of Way Width</i> | <i>Minimum Grade</i> | <i>Maximum Grade</i> |
|---------------------------|-----------------------------------|----------------------|----------------------|
| <i>Arterial street</i> | <i>100 feet</i> | <i>0.3 percent</i> | <i>7.0 percent</i> |
| <i>Collector street</i> | <i>80 feet</i> | <i>0.3 percent</i> | <i>7.0 percent</i> |
| <i>Residential street</i> | <i>60 feet</i> | <i>0.3 percent</i> | <i>7.0 percent</i> |
| <i>Marginal street</i> | <i>46 feet</i> | <i>0.3 percent</i> | <i>10.0 percent</i> |

Comment: 29th Street is classified as an arterial street on the street master plan. However, as 29th Street only has 80 feet of right-of-way, Public Works has indicated that they would likely work within that width for any future widening project, so no additional right-of-way for 29th Street is being requested.

The subdivision ordinance has not been updated to reflect the street profiles of the street master plan, so a variance is requested to the 46-foot right-of-way width shown in the table for a marginal (minor) residential street. The proposed interior street is proposed within a 30-foot-wide right-of-way, and an adjacent 10-foot-wide utility easement is provided with the intent of accommodating additional utilities.

L. Vertical Curve Length: The minimum length of vertical curves shall be as follows... Arterial, collector and residential streets: 15 times the algebraic difference in the rate of grade.

Comment: Met.

M. Visibility: Clear visibility, measured along the centerline of the street shall be as follows...Residential street 200 feet

Comment: Met.

N. Curvature Radius: The minimum radius of curvature on the centerline of a street shall be as follows...Residential street 200 feet

Comment: Met.

O. Streets with Interior Angles: ...For street intersections with an interior angle greater than seventy degrees (70°), the curb shall be rounded by a radius of nine and one-half feet (9½').

Comment: The plans appear to show the curb of the new street extending to the edge of 29th Street, with a 25-foot radius. The radius is appropriate for the conditions. However, due to the planned pathway along 29th Street and the lack of curb and gutter on 29th Street, the curb and gutter can end at the edge of the 29th Street right-of-way, with a taper in the curb height.

P. Alleys: Alleys shall be required in all subdivisions with the minimum width being twenty feet (20'), unless extreme conditions preclude the feasibility of alleys... Alleys shall be constructed with a minimum of six inches (6") of crushed aggregate base course for the finished surface. The specification for the gradation of the crushed aggregate base course may be obtained from the city engineer.

Comment: A variance to the alley requirement is requested. As all utilities will be in and along the streets and garbage collection will be with roll-out containers, there is no need for alleys. Staff supports the variance request.

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

Comment: The new interior street will be constructed with curb, gutter, sidewalk and streetlights, per the City standards, so that it can be accepted as a City street. As presented in the conceptual plan, sidewalk is only proposed on one side of the street, and not around the cul-de-sac bulb. A variance to allow sidewalk on only one side of the street, and at only four feet wide instead of five feet, is requested. The request for sidewalk on only one side of the street is supported, as sidewalk on both sides would greatly affect the available buildable area on Lots 4 and 5—reducing it to about 20 feet. The construction plans do not yet include the electrical layout, which will include the streetlight location(s).

Rather than require curb, gutter, and sidewalk along the 29th Street frontage, the City Council has recently determined that installation of a detached pathway is an alternative that meets the intent of the requirement and can occur without curb and gutter being in place. The city council has required this of subdivisions that do not have frontage with curb and gutter, when there is a pathway identified on the pathway master plan. That is the case here. The pathway for this section of 29th Street has already been engineered at City cost. The developer is responsible for its construction, or alternatively can contribute the cost of construction to the City and the City will include it in the larger project. As the subdivision ordinance specifies that the improvements are the developer's responsibility, construction or payment should be required before the final plat is recorded.

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



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

Comment: See "K" above. Public Works has recently modified the curb detail to allow a shorter curb in some instances. Coordinate with Public Works.

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

Comment: None proposed.

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

Comment: Not met. There are not storm sewer lines in the area, so on-site retention will be needed. The engineer may have been confused by last sentence indicating that minor subdivisions are exempt—the plat is labeled as a minor subdivision. However, technically this is not a minor subdivision because it involves the creation of a new street and extension of water and sewer mains. To quote the definition in the code, "MINOR SUBDIVISION: Any subdivision that the planning, zoning and adjustment board has determined shall facilitate isolated in-fill development within municipal boundaries and either: a) revises the plat affecting not more than five (5) lots previously created by said plat; or b) creates five (5) or fewer lots without requiring the creation of any new streets or the extension of water and sewer utilities or any new public improvements.:"

A drainage plan, calculations, and facility will need to be provided.

A maintenance agreement or homeowner's association containing adequate provisions for the perpetual care and maintenance of the storm water detention facilities will be needed. The agreement will need to include language that the City can enforce the agreement.

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

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

Comment: All lots meet minimum size and dimensional requirements for the R-2 zone.

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

Comment: Met.

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

Comment: Met.

4. Strip lots established with the intent of restricting access to streets or alleys will be prohibited.

Comment: Met.

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

Comment: Block length along 29th Street is not met, and cannot be met by this subdivision alone. A variance to the requirement is recommended.

Section 11-5-1, DEVELOPMENT AND IMPROVEMENT also includes standards for construction. Most of those items are simply verified in the construction plans and/or as part of the final plat review. Those that warrant discussion at this point are noted below.

C. Curbs, Gutters And Sidewalks: Curbs, gutters, and sidewalks shall be constructed along both sides of any proposed streets. ...

Comment: Again, a variance allow sidewalk on only one side of the street is requested.

D. Street Design, Construction: Streets shall be designed and constructed according to accepted engineering practices and construction standards with the minimum cross section being the city standard.

Comment: Again, the street width is requested to be reduced. However, depth of material and other design details will be met.

E. Street Name Signs: Street name signs shall be installed at all intersections.

Comment: Not yet identified on the plans. A street name sign will be needed, as well as a stop sign, "No Outlet" sign, and no parking signs. The sign plan should be incorporated into the construction plans.

F. Sanitary Sewer: Sanitary sewer shall be constructed according to city approved specifications and city construction standards, and shall connect to the city system. It shall also be approved by all appropriate state and/or federal agencies. Each lot within the proposed subdivision shall be connected to a minimum eight-inch (8") diameter

sewer main by a minimum four-inch (4") diameter sewer service line. The service lines shall be extended from the sewer main to the property line according to city standards. The use of individual septic systems will not be permitted when a sanitary sewer main is available...

Comment: Sanitary sewer is proposed to be extended into the subdivision. There is concern that the sewer services coming off of the main are too shallow and therefore subject to freezing. Frost depth in Cody is considered 48 inches (4 feet) and the sewer services for Lots 1 and 3 would be somewhere in the range of two to two-and-a-half feet of cover at the curb. Lot 2 would have slightly more and Lots 4 and 5 should be fine. Options include adjusting the street elevation and/or going with low-pressure lines which are not dependent on gravity flow. Additional work is needed on this issue.

G. Storm Sewer: Storm sewer shall be constructed according to city approved specifications, separate from the sanitary sewer. When reasonably possible the storm sewer shall be connected to the existing storm sewer system.

Comment: As noted above, an on-site storm system is needed.

H. Water Mains: All water mains will be designed and constructed according to city approved specifications and the city standards. The system will connect each lot within the proposed subdivision to a minimum six-inch (6") diameter main by the use of a minimum three-fourths inch (3/4") copper service line. The service lines shall be extended from the main to the property line according to city standards. These mains will be connected to the city system. All water mains will be designed in accordance with the city plan, state and federal regulations, and designed to provide adequate flow and pressure under all conditions, including major fire conditions... It will be the developer's responsibility to ensure that the water piping system for the proposed subdivision is connected to the city system. The development of private or community wells for potable water will not be allowed within the corporate limits of the city.

Comment: The plans call for extension of a water main into the subdivision, with a fire hydrant at the end of the line.

I. Fire Hydrants: Fire hydrants shall be installed at intervals not to exceed five hundred feet (500') between hydrants and provided with standard hose connections as specified by the fire department.

Comment: Shown on plans.

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

Comment: Not applicable. The irrigation ditches are already piped through this property.

K. Utilities: All utilities (electrical service, natural gas, telephone, cable TV, etc.) shall be installed underground, whenever possible, in the streets, alleys or utility easements shown on the final plat. All buried utilities will be placed before the finished surface is

placed on the streets or alleys. Written agreements between the subdivider and each utility company, copies of which will be presented to the city with the construction specifications, shall be drawn up stating who will install the utilities and how the costs for their installation shall be covered... It will be the developer's responsibility to ensure that all utilities necessary or reasonably expected are placed within the proposed subdivision.

Comment: This construction details of this condition will be reviewed with the final plat application. The "*all utilities necessary or reasonably expected*" will be clarified. In practice this has included sewer, water, power, natural gas, and at least one telecommunication. More recently the City adopted a water master plan, which identified extension of the City raw water (irrigation) system as well. Public Works recommends that although details of raw water requirements are not fully developed, the construction is straightforward and, in this case, should be "reasonably expected" to be provided to the subdivision. Other subdivisions and projects are in the works to have a raw water main extended to 29th Street, just south of this property within the next year or two. Rather than develop a gravity flow system utilizing McMillin Ditches, designing the irrigation distribution system for pressurized raw water from the City would appear to have its benefits at a similar cost of construction. Admittedly transferring the McMillin water rights off the property would have costs, but those costs could be minimized if done in conjunction with other properties in the area (e.g. the Mountain View 29 subdivision to the south).

L. Other Improvements: Any other improvements, such as bridges, culverts, etc., not specifically mentioned herein but found necessary by the city due to conditions found on the site shall be constructed.

Comment: None identified.

M. Street Lighting: Street lighting shall be installed according to the standards and requirements established by the city electrical commissioner, the cost of which will be borne by the subdivider.

Comment: Will need to be added to the plans.

N. Public Use Areas: There shall be conveyed to the city an area or areas of land or the cash equivalent thereof, on the basis of one acre per fifty (50) prospective dwelling units, to provide for parks, fire stations, recreational areas and other public uses. This requirement shall be in addition to lands dedicated for streets and alleys. ... The dedication of land or cash in lieu of land shall be at the sole discretion of the city council, with recommendation from the planning and zoning board and the parks and recreation department. If subsequent rezoning or resubdivision would result in a higher number of prospective dwelling units, additional land or cash equivalent shall be conveyed to the city. If the city council elects to require cash in lieu of land, the amount thereof shall be the fair market value of the land. If the city and the subdivider cannot agree on that value, each shall designate an appraiser and the two (2) appraisers so

selected shall arrive at a recommended market value, which shall be binding upon the parties...

Comment: The Public Use Area requirement is not applicable to minor subdivisions. In practice, it does not appear that the City has applied this to subdivisions of 5 lots or less that do not technically qualify as "minor" because of "*new streets or the extension of water and sewer utilities or any new public improvements*". Staff is hesitant to recommend application of the requirement to this subdivision as it does not appear to have been applied to similar subdivisions in the past. If it is not applied, technically a variance would be necessary. If it is applied, the cost would be \$7,819.00 using the 2022 County Assessor valuation and presuming five dwelling units.

OTHER:

Miscellaneous:

For purposes of providing direction for editing the construction plans and preparing the final plat, the following comments are provided.

1. The applicant will need to contact the post office for mail box location(s).
Preference is that the boxes be placed along the south side of the interior street. Final location must be authorized by both the Post Office and City. Provide a mailbox easement if needed.
2. The street name of "Sierra Vista Court has been approved by the street name committee.
3. Primary vehicle access for Lot 5 will be limited to the interior street. Include a note on the final plat to notify the lot owner of the restriction.
4. Add a note to the final plat about each lot providing at least two additional parking spaces above the minimum, due to the restriction of no on-street parking.
5. Include lot and street survey monumentation on the final plat, per the requirements of the subdivision ordinance.
6. Label adjacent subdivisions on the final plat.
7. It is recommended that the stormwater infiltration facility be located in a common area tract or the street right-of-way, rather than on a private lot.
8. Provide a cross section detail for the street and utilities.
9. In order to avoid having to dig under the dry utilities to connect to the water service stubs, extend a "pigtail" from the curb stop at the back of the sidewalk (or curb if no sidewalk) under the dry utility trench. Include a detail in the construction plans.
10. Include all utilities on the construction plans, and approval signature lines for each utility provider.

11. If raw water is provided, it will affect either the street and right-of-way width or the utility easement width, depending on where the raw water main is installed. If run in the street, the asphalt and right-of-way will need to be widened two feet. If run in the utility easement, at least five feet of additional width will be needed. Coordinate with Public Works. Each has its advantages and disadvantages.
12. Shifting the existing irrigation easement along the west line is acceptable to the City, but should also be clearly authorized by the McMillin ditch company. It is recommended that a consent statement and signature be included on the final plat for McMillin Irrigation, and language included in the owner's statement as well.
13. Coordinate the street design with the pathway design.
14. List the variances granted on the final plat.
15. Correct all typos on the final plat (extraneous labels on vicinity map, and legal description in Certificate of Owner)

VARIANCES:

The variances noted are to be reviewed under the following standard of 11-5-2(B):

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

Planning staff would recommend approval of the variances noted in the staff report, as many, particularly the street and sidewalk widths relate to being able to utilize the narrower portion of the property for lots. If the area is not wide enough to accommodate a home due to the application of the standard dimensional requirements, it would severely impact its ability to provide needed housing. The variances thereby would "*make a greater contribution to the intent and purpose of this title*" than if the requirements were imposed in full.

POTENTIAL MOTION:

Recommend that the City Council approve the preliminary plat for the proposed subdivision, grant the variances listed, and require raw water as one of the expected utilities, subject to the listed conditions:

Subdivision Variances:

1. To waive the alley requirement.
2. To allow use of the street and cul-de-sac design proposed, subject to providing additional parking on the lots due to no on street parking being permitted.
3. To require sidewalk on only one side of the street, and not around the cul-de-sac bulb. Width would be reduced from 5 feet to 4.
4. To the Public Use Area dedication and cash-in-lieu requirement. (?)

Conditions:

1. If City raw water is required as recommended, modify the street and right-of-way width or the utility easement width as necessary. Coordinate with Public Works.
2. If City raw water is to be provided, the McMillin surface water rights are to be transferred to the City pursuant to the subdivision ordinance.
3. Follow and incorporate all "miscellaneous" items listed in the staff report.
4. The street must include a street sign, stop sign, "No Outlet" sign, and "No Parking Fire Lane" signage spaced as specified by the fire marshal.
5. If the public use area cash-in-lieu requirement is not waived, payment of \$7,819 to the City is required with the final plat (before mayor signs).
6. Install an 8-foot-wide asphalt pathway along the property frontage of 29th Street or pay that amount to the city prior to recording the final plat.
7. Provide an engineers stormwater report and drainage plan for the subdivision, which is to be reviewed and approved as part of the final plat process.
8. A maintenance agreement and/or homeowner's association shall be established for maintenance of the storm water infiltration facilities. Submit the proposed documents with the final plat. Also include an explanatory note referencing such on the final plat.
9. The final plat application and construction documents shall otherwise comply with the City subdivision ordinance.

ATTACHMENTS:

Preliminary Plat
Preliminary utility plan
Preliminary landscape/drainage plan

MEETING DATE: JULY 19, 2022
DEPARTMENT: PARKS, RECREATION &
PUBLIC FACILITIES
PREPARED BY: MIKE FINK
PRESENTED BY: RICK MANCHESTER

Cody Auditorium Fire Suppression System

ACTION TO BE TAKEN

Request City Council to allow the Mayor to enter into an agreement with Engineering Associates for the load bearing pad installation for the Cody Auditorium.

SUMMARY OF INFORMATION

The City Council had taken action to approve the funding of the Cody Auditorium fire suppression system. The money allocated was \$150,000.

When we were looking into the logistics of performing the work on the fire suppression system, we had to have an engineer come in and look at the flooring to ensure that the floor could sustain the weight of a mechanical lift.

Engineering Associates inspected the floor structure. Upon inspection, they reported that the load bearing pads on the base of the beams under the hardwood flooring had been compromised and needed replaced.

The weight of a platform lift could cause the pad to crush and the floor could be damaged. It was also recommended that we replace the load bearing pads even if we did not continue with the fire suppression system.

If we had an auction in the building and the auctioneer brought in a heavy item such as a gun safe, the pad could crush and it would cause damage to the flooring.

Engineering Associates will replace the load bearing pads for \$9,663.

We would like to enter into a new contract for \$9,663 with Engineering Associates for the load bearing replacement.

FISCAL IMPACT

Engineering Associates bearing pad replacement contract not to exceed \$9,663.

ALTERNATIVES

1. Enter into agreement with Engineering Associates.
2. Deny the agreements.

ATTACHMENTS

Engineering Associates Documents

AGENDA & SUMMARY REPORT TO

Rick Manchester, Parks, Recreation & Public Facilities Director (307) 587-0400

Mike Fink, Public Facilities and Recreation Superintendent (307) 587-0400

Cody Schatz, Engineering Associates (307) 587-4911

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

Subject of Amendment: Bearing Pad Replacement under main floor

1. Background Data:

- a. Effective Date of OWNER-ENGINEER Agreement: December 23, 2021
- b. OWNER: City of Cody
- c. ENGINEER: Engineering Associates
- d. PROJECT: Cody Auditorium – Fire Suppression Project

2. Nature of Amendment

- ☒ X Additional Services to be Performed by ENGINEER
- ☐ Modifications to Services of ENGINEER
- ☐ Modifications to Responsibilities of OWNER
- ☐ Modifications to Payment to ENGINEER
- ☐ Modifications to Time(s) for Rendering Services
- ☐ Modifications to Other Terms and Conditions of the Agreement

3. Description of Modifications

Attachment 1, "Modifications", consisting of 4 pages.
Includes Section 10401 – Bearing Pads

OWNER and ENGINEER hereby agree to modify the above-referenced Short Form Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The effective Date of this Amendment is 06/21/22.

OWNER:

CITY OF CODY

Signed By: _____

Printed Name: Matt Hall

Title: Mayor

Date Signed: _____

ENGINEER:

ENGINEERING ASSOCIATES

Signed By: 

Printed Name: Cody A. Schatz

Title: CFO

Date Signed: June 10th, 2022

This is **Attachment 1**, consisting of 4 Pages, to Amendment No.1, dated June 21st, 2022.

Modifications

A1. ENGINEER shall perform the following Additional Services:

During the design of the project, it was discovered that the bearing pads under the main floor need to be replaced to use a manlift for this project. ENGINEER will provide labor, equipment, and material to install bearing pads per Section 10401 – Bearing Pads per the attached document.

A2. The Scope of Services currently authorized to be performed by ENGINEER in accordance with the Agreement and previous amendments, if any, is modified as follows:

See A1 above.

A3. The responsibilities of OWNER are modified as follows:

Allow ENGINEER access to the piers under the main floor

A4. For the Additional Services or the modifications to services set forth above, OWNER shall pay ENGINEER the following additional or modified compensation.

An additional fee of \$9,663 for a total contract of not to exceed of \$33,663.

A5. The schedule for rendering services is modified as follows:

ENGINEER will install pads within 2 weeks of receiving the material.

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

N/A

SECTION 10401

BEARING PADS

PART 1 GENERAL

1.1 WORK INCLUDES

- A. Bearing Pads

1.2 RELATED WORK

- A. Apply other sections of specifications to the extent required for proper performance of the work.
- B. Section 10400 – Fire Sprinkler Systems.

1.3 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Basis of Measurement: By the job.
- B. Basis of Payment.
 - 1. Bid Item Pay Unit
Bearing Pad Replacement on Main Floor LS

1.4 REFERENCES

- A. AASHTO Grade 5 Neoprene Bearing Pads

PART 2 PRODUCTS

2.1 Bearing Pads

- A. Bearing Pads:
 - 1. Natural Rubber, Dynamex SR-A5, 60 Durometer, +/- 5 Duro, or approved equal.
 - a. 66 each 1 inch x 8 inch x 16 inch
 - 2. Supplied by Redwood Plastics and Rubber:
 - a. Steve Watilo
1-509-536-7700
SWatilo@redwoodplastics.com
Spokane, WA

PART 3 EXECUTION

3.1 INSTALLATION

- A. Comply with manufacture recommendations.
- B. Install at locations shown on drawings or directed by Engineer.
- C. Monitor existing 18-foot-long timbers on top of concrete piers. Notify Engineer if timber cracking increases during pad replacement operation.
- D. Attached is a picture of the existing cork bearing pads.



END OF SECTION

MEETING DATE: JULY 19, 2022
DEPARTMENT: PARKS, RECREATION &
PUBLIC FACILITIES
PREPARED BY: MIKE FINK
PRESENTED BY: RICK MANCHESTER

Cody Auditorium Fire Suppression System

ACTION TO BE TAKEN

Request City Council to allow the Mayor to enter into an agreement with Rapid Fire Protection for the Fire Suppression System at the Cody Auditorium and Cody Clubroom.

SUMMARY OF INFORMATION

The City Council had taken action to approve the funding of the Cody Auditorium fire suppression system. The money allocated was \$150,000.

When we had the bid opening, the amount came to \$183,441.00.

The scope of work consisted of the fire suppression system along with a key fire alarm system.

The bid came in over the budgeted amount by \$33,441.00.

After further discussion with the Fire Marshal, he has agreed that we did not have to have an alarm system in parts of the building that are not occupied by staff or the public. They were able to reduce the cost of the fire alarm system from \$43,961 to \$26,309.

We would like to recommend that the City of Cody enter into a contract with Rapid Fire for a fire suppression system at the Cody Auditorium and Cody Club Room not to exceed \$165,789.00

FISCAL IMPACT

Rapid Fire contract not to exceed \$165,789.

ALTERNATIVES

1. Enter into agreements with Rapid Fire.
2. Deny the agreements.
3. Enter into part of the agreement.

ATTACHMENTS

Engineering Associates Documents

AGENDA & SUMMARY REPORT TO

Rick Manchester, Parks, Recreation & Public Facilities Director (307) 587-0400
Mike Fink, Public Facilities and Recreation Superintendent (307) 587-0400
Cody Schatz, Engineering Associates (307) 587-4911
Alex Meixell, Rapid Fire (605) 342-5047



ENGINEERING ASSOCIATES

A Wyoming Corporation

902 13TH STREET

CODY, WYOMING 82414

307-587-4911 ♦ FAX 587-2596

TRANSMITTAL

TO: Mr. Rick Manchester and Mr. Mike Fink
City of Cody
Cody, WY 82414

DATE: June 15, 2022

SUBJECT: **Cody Auditorium Fire Suppression Project
Bid Opening**

Dear Rick and Mike,

This letter summarizes the results of our recent bid opening, and provides a recommendation to award the Cody Auditorium Fire Suppression Project. Enclosed are the following documents for your review and consideration:

1. Certified Tabulation of Bids;
2. Bid Opening Checklist;
3. Affidavit of Publication – we will send this to you when we receive it from the Cody Enterprise.
4. Lowest apparent bidder's bid package;
5. Engineer's Recommendation. Below is a summary of my recommendations to the Owner.
 - a. One bid was received for the project, see enclosed bid tabulation. The lowest apparent bid was submitted by Rapid Fire Protection, Inc. After review of their bid and having multiple discussions with them on providing a complete fire suppression system that meets City of Cody's Home Rule, we consider it to be responsive. They provided a base bid of \$139,480. If the main room of the auditorium isn't heated, they provided an option for a dry system for an additional \$47,540. We recommend that the auditorium always be heated, so the dry system doesn't need to be installed. They also provided an option with an electrical contractor to have a turn key fire alarm system for an additional \$43,961. This is required by our local Fire Code and we recommend this option be selected. **The total bid price is \$183,441.00 for a complete system.**
 - b. Search results from the Wyoming Secretary of State verified that Rapid Fire Protection, Inc is in good standing. Also provided with the bid package is a

certificate from the Secretary of State dated July 2, 2021, showing that Rapid Fire Protection, Inc. has a Wyoming Residency Certificate.

- c. Bid documents were signed by Alex Meixell, Sales and Estimating.
- d. Alex did state in the bid documents that material lead times will cause them to complete the project later than we had hoped. They plan for an end of October 2022 completion date. That being said, it sounds like this will still work with your schedule. EA has also worked with Rapid Fire Protection on a few other projects. They completed those projects in a satisfactory condition.

Given my review of the bid packet as submitted, Rapid Fire Protection, Inc is the lowest responsive bidder. Knowing that inflation and the cost of getting work completed this year is extremely high, we are not surprised by the cost to complete this work. We recommend City of Cody consider awarding the bid to Rapid Fire Protection, Inc in the amount of \$183,441.00, as long as City Council approves and that you have enough funding for this project.

At your direction, EA can prepare a Notice of Award for the project for signature by Owner and Contractor. If you have any questions or need additional information, please let me know.

Sincerely,
ENGINEERING ASSOCIATES

A handwritten signature in blue ink, appearing to read 'Cody A. Schatz'.

Cody A. Schatz, PE & LS
Project Manager

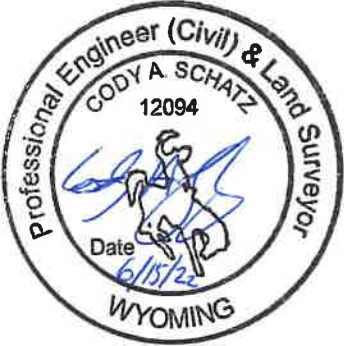
encl

cc: 21045.00 Bidding Documents

CITY OF CODY
CODY AUDITORIUM FIRE SUPPRESSION PROJECT
JOB NO. 21045.00
BID DATE: 6/15/2022

BID TABULATION

| ITEM NO. | DESCRIPTION | UNITS | EST. QTYS. | ENGINEER'S OPINION OF PROBABLE PROCUREMENT COSTS | | RAPID FIRE PROTECTION INC | | UNIT PRICE | TOTAL |
|-------------|-------------------------|-------|------------|--|--------------|---------------------------|--------------|------------|--------|
| | | | | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | | |
| A. BASE BID | | | | | | | | | |
| 1 | FIRE SUPPRESSION SYSTEM | LS | 1 | \$100,000.00 | \$100,000.00 | \$183,441.00 | \$183,441.00 | | \$0.00 |
| | | | | TOTAL BID : | \$100,000.00 | | \$183,441.00 | | \$0.00 |



BID OPENING CHECK LIST

OWNER: CITY OF CODY
 PROJECT: CODY AUDITORIUM FIRE SUPPRESSION
 BID OPENING DATE: 6/15/2022
 JOB #: 21045.00

| Contractor | Acknowledge addendums | Bid Bond 5% | Wyo. Res. Certificate | Cont. Name Sign/Seal/ Address | Total Bid |
|--|--------------------------|----------------|--------------------------|-------------------------------------|--------------|
| Rapid Fire Protection | ✓ | ✓ | ✓ | ✓ | 183,441 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS: | | | | | \$100,000.00 |

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

Owner Name: CITY OF CODY

1.02 This Bid is submitted by:

Bidder Name: Rapid Fire Protection.

1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security in the form of Bid Bond;
- B. Wyoming Residency Certificate: Yes X No ;
- C. Tabulation of Proposed Subcontractors, Suppliers, and other individuals and entities; and
- D. Required Bidder Qualification Statement with supporting data.

ARTICLE 3—BASIS OF BID

3.01 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices:

| Item No. | Description | Unit | Estimated Quantity | Bid Unit Price | Bid Amount |
|-----------------------------------|-------------|------|--------------------|----------------|------------|
| | | | | | \$ |
| | | | | | \$ |
| | | | | | \$ |
| Total of All Unit Price Bid Items | | | | | \$ |

(See 00410-XX and 00410-YY)

TOTAL OF ALL ESTIMATED PRICES – SEE ATTACHED BID SCHEDULE

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

| Addendum Number | Addendum Date |
|-----------------|---------------|
| | |
| | |
| | |

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Rapid Fire Protection

By: Alex Meixell (typed or printed name of organization)

Name: **Alex Meixell** (individual's signature)

Title: **Sales and Estimating** (typed or printed)

Date: **6/15/2022** (typed or printed)

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

Attest: _____

Name: _____ (individual's signature)

Title: _____ (typed or printed)

Date: _____ (typed or printed)

Address for giving notices: **600 E. Carlson St.**

Cheyenne, WY 82009

Bidder's Contact:

Name: **Alex Meixell** (typed or printed)

Title: **Sales and Estimating** (typed or printed)

Phone: **605-591-0047**

Email: **alexmeixell@rapidfireinc.com**

Address: **1530 Samco Road**

Rapid City, SD 57702

Bidder's Contractor License No.: (if applicable) **City of Cody # 166**

CITY OF CODY
CODY AUDITORIUM FIRE SUPPRESSION PROJECT
JOB NO. 21045.00

BID DATE: 06/15/22

A. BASE BID

| BID ITEM NO. | DESCRIPTION | UNITS | EST. QTYS. | UNIT PRICE | TOTAL |
|--------------------|-------------------------|-------|---------------|---------------|-----------|
| 1 | FIRE SUPPRESSION SYSTEM | LS | 1 | | |
| A. TOTAL BID: | | | | | \$183,441 |

| | |
|--|------------|
| Fire Suppression System only | \$139,480 |
| Optional Adder for Dry System in Auditorium | + \$47,540 |
| Turn Key Fire Alarm (Electrical contractor included) | \$43,961 |

Based on design and material lead times on the fire suppression system, we anticipate that material will arrive around the middle of September 2022 and therefor we cannot meet the listed September 30th completion deadline. We feel that we will be able to complete the project by the end of October 2022 and request the completion date to be changed to October 31st 2022.

There is a fair amount of uncertainty associated with the availability of fire alarm components. We have a high level of confidence that we will be able to get the alarm system to a point where we will be able to monitor the suppression system by the October 31st deadline. However, due to supply chain issues we cannot guarantee a complete and fully functional fire alarm system by the end of October.

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Rapid Fire Protection, Inc.
600 E. Carlson Street, Suite AB
Cheyenne, WY 82009

SURETY:

(Name, legal status and principal place of business)

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441

OWNER:

(Name, legal status and address)

City of Cody
1338 Rumsey Avenue
Cody, WY 82414

BOND AMOUNT: \$ Five Percent of Amount Bid --- (5%)

PROJECT:

(Name, location or address, and Project number, if any)

Cody Auditorium Fire Suppression Project

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so

Int.

AIA Document A310™ – 2010, Copyright © 1983, 1970 and 2010 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:49:40 on 07/31/2013 under Order No.6522156165_1 which expires on 08/17/2014, and is not for resale.

User Notes:

(1966302255)

furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15th day of June, 2022.

(Witness)

(Witness)

Debra Ritter

Rapid Fire Protection, Inc.

(Contractor as Principal)

(Seal)

(Title)

Atlantic Specialty Insurance Company

(Surety)

(Seal)

(Title)

Martin D. Pallazza, Attorney-in-Fact

Int.



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **H. Thomas Dawkins, Brad W. Gibson, Wendy E. Lahm, Martin D. Pallazza, Debra S. Ritter, Robert C. Tresher, Angela Y. Buckner**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

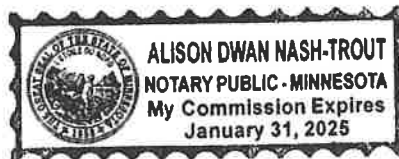
STATE OF MINNESOTA
HENNEPIN COUNTY

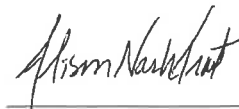


By


Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.




Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 15th day of June, 2022.



This Power of Attorney expires
January 31, 2025


Kara Barrow, Secretary



600 E Carlson Street, Suite AB | Cheyenne, WY | Phone: 307.426.4077

Date: 6/15/2022

Attn: City of Cody, WY

Subject: Fire Sprinkler System Estimate – Cody Auditorium

Scope:

1. Providing the building with a fire sprinkler system based on site visit, discussions with owners' reps, local fire department reps and project manual dated May 2022. The system will be designed to light hazard and ordinary hazard occupancy as defined by NFPA 13.
2. Our proposal includes providing a wet system which contains 1 zone for the entire building. All pendant heads are to be chrome semi recessed type. All pendant heads located in acoustical ceilings will be in the center of the tile or quarter of 4x2 tile where applicable. All areas without ceilings will have exposed brass upright heads. All piping for the system is to be eddy-flow and eddy-thread light wall type black steel piping. The fire department connection will be located remotely on the Northwest corner of the building.

Clarifications:

1. Our proposal includes all taxes and permits as required. We will design, install, test, and commission the system. Our system comes complete with a one-year warranty and comprehensive owners training.
2. Our proposal assumes that there will be adequate water available to supply the fire sprinkler system without the use of a fire pump.
3. Any AutoCAD .DWG files required per NFPA for submittals are to be provided at no cost to this contractor.
4. Owner is to maintain adequate heat in all areas where a wet system is installed. Owner is also responsible to maintain the system to NFPA requirements.
5. Our proposal assumes we will run exposed piping in most areas of the building with exception of the auditorium where efforts will be made to route the majority of the pipe above the drop ceiling.
6. Our proposal assumes all work is to be done during normal working hours from 7am to 3:30pm for a 40-hour work week.
7. If delays in receiving signed submittals back from authorities arise and overtime is required to not hold up project progress, a charge will need to be added.
8. Our proposal assumes we will be able to use electric lifts in the auditorium and clubhouse. If scaffolding is required to be used our price is not valid and will need to be re-priced accordingly.
9. Ceiling tiles and grids are to be removed by owners at owner's expense.
10. **Price is subject to AHJ and/or engineer approval and may vary with any additional AHJ and/or Engineer requirements.**
11. **Our proposal does not include a fully vaccinated labor force. If required, this may impact our ability to complete the project. Rapid Fire Protection reserves the right to terminate our contract at no cost if unable to comply due to labor availability or charge for additional costs associated with meeting the vaccination mandates due to labor supplementation from other offices.**
12. **Our proposal is valid for 30 days. After which time, we reserve the option to withdraw the bid for any reason.**



600 E Carlson Street, Suite AB | Cheyenne, WY | Phone: 307.426.4077



Exclusions:

1. Our proposal does not include any electrical work, fire alarm system panels, detectors or wiring of any kind. We will provide all switches that are needed to complete the fire sprinkler system; however, their complete installation will require an electrician to hook them to the new or existing alarm system. Please see fire alarm proposal for fire alarm work and price.
2. Our proposal does not include any work associated with the underground service entrance into the building. We will start from a flange inside the building. The underground piping shall be flushed and tested by others in a manner that complies with NFPA, local, and state codes.
3. This proposal does not contain provisions to comply with the WY prevailing wages, Davis Bacon Act or Buy American Act.
4. Our proposal does not include any painting of exposed piping on our system.
5. This proposal does not include the cost of performance or payment bonds.
6. This proposal does not include BIM or 3D coordination. This service can be included at additional cost.



Our base bid complete is (\$139,480)



Optional dry system for Auditorium + (\$47,540)

Sincerely,

Alex Meixell
Rapid Fire Protection



RAPID FIRE
A PYE BARKER COMPANY
Since 1946

Rapid Fire Protection

1530 Samco Rd. Rapid City, SD 57702
Phone: 605.342.5047 Fax: 605.348.0108

rapidfireinc.com

FIRE ALARM PROPOSAL

Date 6/15/2022

To: 0

Email:

Attn:

Project: City of Cody - Cody Auditorium
1240 Beck Ave

From: Kurt Stauffer
Rapid Fire Protection

Email: kurts@rapidfireinc.com

SCOPE OF WORK

Design build Fire Alarm system for fully sprinklered Auditorium.

Rapid Fire Protection has prepared this proposal to furnish fire alarm equipment, approved design and installation drawings, programming, termination of system panel(s), startup and testing, system certification and owner's training for the above referenced project.

The system proposed is an addressable fire alarm system manufactured by **Potter Signal** and will be installed to NFPA-72-2022, NFPA-70-2020, IFC-2021, and local authority having jurisdiction (AHJ) requirements.

Scope of work: This system proposal is a design build based on the building floorplan and a fully sprinklered building. No specifications have been provided. The design will include notification in all normally occupied spaces, egress coverage in basement hallways and boiler room, and coverage in auditorium with heat detection above the ceiling, and smoke detection in club room. The basement rooms will not have public access and are being used for storage - no detection is provided for these rooms. The kitchen hood Ansul unit in the club room will be monitored as well as heat detection in the kitchen area. Swamp coolers provide cooling for the occupied space - no duct detection will be provided. A remote annunciator will be provided in the main entrance foyer.

MATERIAL

| QTY | MODEL NUMBER | DESCRIPTION |
|-----|---------------|--|
| 1 | IPA-4000 | 127-4064 Point Addressable Fire, Releasing Panel |
| 0 | PAD 100-DRTS | PAD 100 Duct Remote Test (PAD100 - Ductr Only) |
| 0 | PAD 200-DUCTR | PAD 100 Duct Relay Detector, Inc Smoke Head |
| 40 | PAD 100-6B | PAD 100 6" Base |
| 25 | PAD 200-PD | PAD 100 Photo Detector |
| 15 | PAD 100-HD | PAD 100 Heat Detector |
| 0 | STN-5 | 5' Sampling Tube For Addressable Duct Detector |
| 4 | PAD 100-SIM | PAD 100 Single Input Module |
| 1 | PAD 100-PSDA | PAD 100 Addressable Pull Station Dual Action |
| 1 | RA-6500 | 160 Char LCD Remote Anctr Red Enclosure |
| 4 | S-24WW | Wall Selectable Strobe, White |
| 8 | HS-24WW | Wall Selectable Horn/Strobe, White |
| 4 | CHS-24W | Ceiling Selectable Horn/Strobe, White |
| 1 | HS-24WW-WP | Wall Horn/Strobe, Weatherproof, White |
| 2 | BT-180 | Battery 12V-18AH |

INCLUSIONS/EXCLUSIONS

1. Our proposal includes all listed fire alarm equipment, approved field installation drawings, programming of fire alarm panel and field devices, termination of fire alarm system panel(s), final system checkout, system certification and owner operating instructions.
2. Our proposal includes all shipping/handling, taxes (excluding excise tax) and city permit and review fees.
3. Our proposal **does not** include patching or painting of building walls, floors or ceilings. This work will be by others.
4. Our proposal **does** include installation of fire alarm control panel(s), power supply panel(s), fire alarm field devices, fire alarm wire, conduit and rough-in backboxes by the selected electrical contractor.
5. Our proposal **does** include fire alarm wire. This shall be provided by the installing electrical contractor.
6. Please allow approximately four weeks for delivery from time of AHJ accepted design.
7. Rapid Fire Protection to provide owner a separate contract for central station monitoring after project has been awarded. Base bid does not include monthly monitoring fees.
8. We guarantee our pricing for 30 days. After this time period we may withdraw this bid for any reason.

DISCLAIMER: Any modifications to the original scope that are requested by an Authority Having Jurisdiction after a full plan review, the owner, general contractor, or architect, will be done at an additional cost. Additional work will not commence until it

CLARIFICATIONS AND ALTERNATES

1. Electronic CAD .DWG files shall be provided to Rapid Fire Protection for use in creating submittal drawings at no additional cost. If other drawing format, or PDF files are provided, this will be a change to the base price for additional design labor.

NOTE: Our proposal does not include a fully vaccinated labor force. If required, this may impact our ability to complete the project. Rapid Fire Protection reserves the right to terminate our contract at no cost if unable to comply due to labor availability or charge for additional costs associated with meeting the vaccination mandates due to labor supplementation from other offices.

We are pleased to provide this proposal for your consideration. All equipment is warranted for ONE (1) year unless otherwise specified, against all defects in material and workmanship. This quotation is firm for THIRTY (30) days and price is based upon delivery of equipment within THREE (3) months. Rapid Fire Protection's terms are net-30 based on monthly progress billings unless specified otherwise.

PROJECT PRICE

RFP'S BASE PROJECT PRICE

\$43,961.00

There will be a 3% Finance Charge If Paying with a Credit Card

Thank you for considering our proposal. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like us to proceed with the scope of work as outlined in this proposal, please sign below and email it back to me at the email listed below.

Sincerely,

Kurt Stauffer

RAPID FIRE PROTECTION

Customer Name

Date

Authorized Signature

Printed Name/ Title

THIS TRANSACTION IS GOVERNED BY SELLER'S STANDARD TERMS AND CONDITIONS AVAILABLE UPON REQUEST. NOT WITHSTANDING ANY PROVISIONS SUBMITTED BY BUYER, ACCEPTANCE OF THE ORDER IS EXPRESSLY CONDITIONED ON BUYER'S ASSENT TO SELLER'S TERMS AND CONDITIONS. SELLER SPECIFICALLY REJECTS ANY DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS AND NEITHER SELLER'S PERFORMANCE NOR RECEIPT OF PAYMENT SHALL CONSTITUTE AN ACCEPTANCE OF THEM.

Cody Schatz

From: Brent Zimiga <BrentZ@rapidfireinc.com>
Sent: Wednesday, June 15, 2022 3:48 PM
To: Cody Schatz
Cc: Alex Meixell

Cody,

Alex Meixell is authorized to bid work on Rapid Fire's behalf.

Thanks,

Brent Zimiga, PE
President

Rapid Fire Protection, Inc.
1530 Samco Rd | Rapid City, SD 57702
Office (605) 348-2342
Direct (605) 593-5015
Cell (605) 391-0610



STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION

Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020

Phone 307-777-7311

Website: <https://sos.wyo.gov> · Email: business@wyo.gov

Filing Information



Please note that this form CANNOT be submitted in place of your Annual Report.

Name **Rapid Fire Protection, Inc.**

Filing ID **2003-000454269**

| | | | |
|------|--------------------|--------|--------|
| Type | Profit Corporation | Status | Active |
|------|--------------------|--------|--------|

General Information

| | | | |
|------------------|--------------|------------------------|---------------------|
| Old Name | | Sub Status | Current |
| Fictitious Name | | Standing - Tax | Good |
| | | Standing - RA | Good |
| Sub Type | | Standing - Other | Good |
| Formed in | South Dakota | Filing Date | 08/29/2003 12:00 AM |
| Term of Duration | Perpetual | Delayed Effective Date | |
| | | Inactive Date | |

Share Information

| | | | | | |
|---------------|--------|------------------|--------|------------------|---|
| Common Shares | | Preferred Shares | | Additional Stock | N |
| Par Value | 0.0000 | Par Value | 0.0000 | | |

Principal Address

1530 Samco Rd
Rapid City, SD 57702

Mailing Address

1530 Samco Rd
Rapid City, SD 57702

Registered Agent Address

Corporation Service Company
1821 Logan Ave
Cheyenne, WY 82001

Parties

| | |
|------|-------------------------------|
| Type | Name / Organization / Address |
|------|-------------------------------|

Notes

| | | |
|------|-------------|------|
| Date | Recorded By | Note |
|------|-------------|------|

Filing Information



Please note that this form **CANNOT** be submitted in place of your Annual Report.

Name **Rapid Fire Protection, Inc.**

Filing ID **2003-000454269**

Type Profit Corporation

Status

Active

Most Recent Annual Report Information

| | | | |
|-------------|-------------------|-----------|----------|
| Type | Original | AR Year | 2021 |
| License Tax | \$97.54 | AR Exempt | N |
| AR Date | 7/29/2021 9:52 AM | AR ID | 06509783 |
| Web Filed | Y | | |

Officers / Directors

| Type | Name / Organization / Address |
|----------------|--|
| Director | Adam Herman Suite 50 4410 W 16th Ave, Hialeah, FL 33012 |
| Director | Derek McDowell Suite 50 4410 W 16th Ave, Hialeah, FL 33012 |
| President | Matt Hammon 1530 Samco Road Rapid City, SD 57702 |
| Treasurer | Steve Schiff 1530 Samco Road Rapid City, SD 57702 |
| Vice President | Rod DiBona 1530 Samco Road Rapid City, SD 57702 |

Principal Address

1530 Samco Rd
Rapid City, SD 57702

Mailing Address

1530 Samco Rd
Rapid City, SD 57702

Annual Report History

| Num | Status | Date | Year | Tax |
|---|----------|------------|------|---------|
| 00626948 | Original | 08/02/2004 | 2004 | \$50.00 |
| 00673523 | Original | 07/29/2005 | 2005 | \$50.00 |
| 00723590 | Original | 07/26/2006 | 2006 | \$50.00 |
| 00791504 | Original | 07/09/2007 | 2007 | \$64.00 |
| 00910069 | Original | 08/05/2008 | 2008 | \$70.00 |
| Principal Address 1 Changed From: 1805 Semco Rd To: 1805 Samco Rd | | | | |
| 01034001 | Original | 07/28/2009 | 2009 | \$80.00 |
| 01170983 | Original | 06/10/2010 | 2010 | \$72.00 |
| 01385894 | Original | 08/18/2011 | 2011 | \$68.70 |
| 01554416 | Original | 06/07/2012 | 2012 | \$86.28 |
| 01880988 | Original | 08/09/2013 | 2013 | \$68.65 |
| 01881010 | Original | 08/09/2013 | 2014 | \$68.65 |
| 02269985 | Original | 06/30/2015 | 2015 | \$85.24 |
| 02559181 | Original | 07/26/2016 | 2016 | \$74.72 |

Principal Address 1 Changed From: 1805 Samco Rd To: 1530 Samco Rd

Filing Information



Please note that this form **CANNOT** be submitted in place of your Annual Report.

Name **Rapid Fire Protection, Inc.**

Filing ID **2003-000454269**

| | | | |
|-------------|--------------------|---------------|--------|
| Type | Profit Corporation | Status | Active |
|-------------|--------------------|---------------|--------|

| | | | | |
|----------|----------|------------|------|---------|
| 02890367 | Original | 06/29/2017 | 2017 | \$74.18 |
| 03762766 | Original | 08/15/2018 | 2018 | \$73.52 |
| 04856279 | Original | 08/01/2019 | 2019 | \$63.08 |
| 05823612 | Original | 07/10/2020 | 2020 | \$50.00 |
| 06509783 | Original | 07/29/2021 | 2021 | \$97.54 |

Amendment History

| ID | Description | Date |
|----------------|---|------------|
| 2018-002347868 | Delinquency Notice - Tax | 08/02/2018 |
| 2015-001766328 | Change of Agent | 09/21/2015 |
| | Registered Agent # Changed From: 0162225 To: 0173386 | |
| | Registered Agent Organization Name Changed From: C T Corporation System To: Corporation Service Company | |
| | Registered Agent Physical Address 1 Changed From: 1712 Pioneer Ave 120 To: 1821 Logan Ave | |
| 2013-001524068 | Delinquency Notice - Tax | 08/02/2013 |
| 2013-001441858 | RA Address Change | 01/29/2013 |
| 2011-001238021 | Delinquency Notice - Tax | 08/02/2011 |
| 2008-000691410 | Delinquency Notice - Tax | 08/02/2008 |
| 2007-000629934 | Change of Agent | 07/24/2007 |
| | Registered Agent Organization Name Changed From: Ross Batie To: C T Corporation System | |
| | Registered Agent Physical Address 1 Changed From: 820 Wagon Trail Road To: 1720 Carey Ave | |
| | Registered Agent Physical City Changed From: Gillette To: Cheyenne | |
| | Registered Agent Physical County Changed From: Campbell To: Laramie | |
| | Registered Agent Physical Postal Code Changed From: 82718 To: 82001 | |
| See Filing ID | Initial Filing | 08/29/2003 |



STATE OF WYOMING

CERTIFICATE OF RESIDENCY



Contractor Number: 0635

THIS CERTIFIES THAT:

RAPID FIRE PROTECTION, INC.

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 2nd DAY of JULY TWO THOUSAND AND 21

A handwritten signature in cursive script that reads "Trevor Mansfield".

Trevor Mansfield, Business Manager

EXPIRATION DATE: 7/1/2022

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: 207202130

OWNER: CITY OF CODY
PROJECT: CODY AUDITORIUM FIRE SUPPRESSION
JOB NO: 21045.00

BID OPENING
SIGN IN SHEET - PLEASE PRINT
DATE: 06/15/22

| NAME | COMPANY | EMAIL | PHONE NUMBER |
|-----------------|-----------------------|---|--------------|
| 1. Cody Schatz | EA | Schatz@EAEngineers.com | 272-3594 |
| 2. Clint Craft | Rapid Fire Protection | clintg@rapidfireinc.com | 307 202 1624 |
| 3. Rick Moseley | Cody | rickmoseley@rickmoseley.com rickmoseley@cody.org | 899-0613 |
| 4. Mike Fink | Cody | Mfink@cody.wy.org | 250-4542 |
| 5. | | | |
| 6. | | | |
| 7. | | | |
| 8. | | | |
| 9. | | | |
| 10. | | | |
| 11. | | | |
| 12. | | | |
| 13. | | | |



ENGINEERING ASSOCIATES

A Wyoming Corporation

902 13TH STREET

CODY, WYOMING 82414

307-587-4911 ♦ FAX 587-2596

TRANSMITTAL

TO: Mr. Rick Manchester and Mr. Mike Fink
City of Cody
Cody, WY 82414

DATE: July 7, 2022

SUBJECT: **Cody Auditorium Fire Suppression Project**
Bid Opening – updated recommendation letter

Dear Rick and Mike,

This updated letter summarizes the results of our recent bid opening, and provides a recommendation to award the Cody Auditorium Fire Suppression Project. Rapid Fire updated their costs for the turn key fire alarm system. Document attached.

1. Engineer's Recommendation. Below is a summary of my recommendations to the Owner.
 - a. One bid was received for the project, see enclosed bid tabulation. The lowest apparent bid was submitted by Rapid Fire Protection, Inc. After review of their bid and having multiple discussions with them on providing a complete fire suppression system that meets City of Cody's Home Rule, we consider it to be responsive. They provided a base bid of \$139,480. If the main room of the auditorium isn't heated, they provided an option for a dry system for an additional \$47,540. We recommend that the auditorium always be heated, so the dry system doesn't need to be installed. They also provided an option with an electrical contractor to have a turn key fire alarm system for an additional \$26,309. This is required by our local Fire Code and we recommend this option be selected. **The total bid price is \$165,789.00 for a complete system.**

Given my review of the bid packet as submitted, Rapid Fire Protection, Inc is the lowest responsive bidder. Knowing that inflation and the cost of getting work completed this year is extremely high, we are not surprised by the cost to complete this work. We recommend City of Cody consider awarding the bid to Rapid Fire Protection, Inc in the amount of \$165,789.00, as long as City Council approves and that you have enough funding for this project.

At your direction, EA can prepare a Notice of Award for the project for signature by Owner and Contractor. If you have any questions or need additional information, please let me know.

Sincerely,
ENGINEERING ASSOCIATES

A handwritten signature in blue ink, appearing to read "Cody A. Schatz".

Cody A. Schatz, PE & LS
Project Manager

encl

cc: 21045.00 Bidding Documents



RAPID FIRE
A PYE BARKER COMPANY
Since 1946

Rapid Fire Protection

1530 Samco Rd. Rapid City, SD 57702
Phone: 605.342.5047 Fax: 605.348.0108
rapidfireinc.com

FIRE ALARM PROPOSAL

Date 7/6/2022

To: 0

Email:

Attn:

Project: City of Cody - Cody Auditorium
1240 Beck Ave

From: Kurt Stauffer
Rapid Fire Protection

Email: kurts@rapidfireinc.com

SCOPE OF WORK

Design build Fire Alarm system for fully sprinklered Auditorium.

Rapid Fire Protection has prepared this proposal to furnish fire alarm equipment, approved design and installation drawings, programming, termination of system panel(s), startup and testing, system certification and owner's training for the above referenced project.

The system proposed is an addressable fire alarm system manufactured by **Potter Signal** and will be installed to NFPA-72-2022, NFPA-70-2020, IFC-2021, and local authority having jurisdiction (AHJ) requirements.

Scope of work: This system proposal is a design build based on the building floorplan and a fully sprinklered building. No fire specifications have been provided. After review with the Fire Marshall, the adjusted design will include notification in all normally occupied spaces and above the FDC. Smoke coverage in auditorium and club room will remain per the Fire Marshall's direction. The basement rooms will not have public access and are being used for storage - no detection or notification will be provided in the basement. The kitchen hood Ansul unit in the club room will be monitored along with the sprinkler riser in the basement. Swamp coolers provide cooling for the occupied space - no duct detection is required. A remote annunciator and pull station will be provided in the main entrance foyer.

MATERIAL

| QTY | MODEL NUMBER | DESCRIPTION |
|-----|--------------|--|
| 0 | IPA-4000 | 127-4064 Point Addressable Fire, Releasing Panel |
| 14 | PAD 100-6B | PAD 100 6" Base |
| 14 | PAD 200-PD | PAD 100 Photo Detector |
| 0 | PAD 100-HD | PAD 100 Heat Detector |
| 4 | PAD 100-SIM | PAD 100 Single Input Module |
| 1 | PAD 100-PSDA | PAD 100 Addressable Pull Station Dual Action |
| 1 | RA-6500 | 160 Char LCD Remote Anctr Red Enclosure |
| 4 | S-24WW | Wall Selectable Strobe, White |
| 2 | HS-24WW | Wall Selectable Horn/Strobe, White |
| 4 | CHS-24W | Ceiling Selectable Horn/Strobe, White |
| 1 | HS-24WW-WP | Wall Horn/Strobe, Weatherproof, White |
| 1 | WG-43131004 | 14/2 FPLR |
| 2 | WG-43111104 | 16/2 FPLR |
| 1 | WG-43121004 | 16/4 FPLR |
| 0 | BT-180 | Battery 12V-18AH |

INCLUSIONS/EXCLUSIONS

1. Our proposal includes all listed fire alarm equipment, approved field installation drawings, programming of fire alarm panel and field devices, termination of fire alarm system panel(s), final system checkout, system certification and owner operating instructions.
2. Our proposal includes all shipping/handling, taxes (excluding excise tax) and city permit and review fees.
3. Our proposal **does not** include patching or painting of building walls, floors or ceilings. This work will be by others.
4. Our proposal **does** include installation of fire alarm control panel(s), power supply panel(s), fire alarm field devices, fire alarm wire, conduit and rough-in backboxes by the selected electrical contractor.
5. Our proposal **does** include fire alarm wire. This shall be provided by the installing electrical contractor.
6. Please allow approximately four weeks for delivery from time of AHJ accepted design.
7. Rapid Fire Protection to provide owner a separate contract for central station monitoring after project has been awarded. Base bid does not include monthly monitoring fees.
8. We guarantee our pricing for 30 days. After this time period we may withdraw this bid for any reason.

DISCLAIMER: Any modifications to the original scope that are requested by an Authority Having Jurisdiction after a full plan review, the owner, general contractor, or architect, will be done at an additional cost. Additional work will not commence until it

CLARIFICATIONS AND ALTERNATES

1. Electronic CAD .DWG files shall be provided to Rapid Fire Protection for use in creating submittal drawings at no additional cost. If other drawing format, or PDF files are provided, this will be a change to the base price for additional design labor.

NOTE: Our proposal does not include a fully vaccinated labor force. If required, this may impact our ability to complete the project. Rapid Fire Protection reserves the right to terminate our contract at no cost if unable to comply due to labor availability or charge for additional costs associated with meeting the vaccination mandates due to labor supplementation from other offices.

We are pleased to provide this proposal for your consideration. All equipment is warranted for ONE (1) year unless otherwise specified, against all defects in material and workmanship. This quotation is firm for THIRTY (30) days and price is based upon delivery of equipment within THREE (3) months. Rapid Fire Protection's terms are net-30 based on monthly progress billings unless specified otherwise.

PROJECT PRICE

RFP'S BASE PROJECT PRICE:

\$26,309.00

There will be a 3% Finance Charge If Paying with a Credit Card

Thank you for considering our proposal. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like us to proceed with the scope of work as outlined in this proposal, please sign below and email it back to me at the email listed below.

Sincerely,

Kurt Stauffer

RAPID FIRE PROTECTION

Customer Name

Date

Authorized Signature

Printed Name/ Title

THIS TRANSACTION IS GOVERNED BY SELLER'S STANDARD TERMS AND CONDITIONS AVAILABLE UPON REQUEST. NOT WITHSTANDING ANY PROVISIONS SUBMITTED BY BUYER, ACCEPTANCE OF THE ORDER IS EXPRESSLY CONDITIONED ON BUYER'S ASSENT TO SELLER'S TERMS AND CONDITIONS. SELLER SPECIFICALLY REJECTS ANY DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS AND NEITHER SELLER'S PERFORMANCE NOR RECEIPT OF PAYMENT SHALL CONSTITUTE AN ACCEPTANCE OF THEM.

MEETING DATE: JULY 19, 2022

DEPARTMENT: PUBLIC WORKS - WASTEWATER

PREPARED BY: ROB KRAMER

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

AGENDA ITEM SUMMARY REPORT

Bid 2022-05 for (1) New 2023 or Newer Transit Cargo Van

ACTION TO BE TAKEN

Consider awarding Bid 2022-05 to Fremont Motor Cody for one new transit cargo van in the not to exceed amount of \$52,800.

SUMMARY OF INFORMATION

The approved FY 2022 Budget included 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, which will be sold at public auction.

Bid packets were sent to Denny Menholt, Fremont Motor Companies, Greiner Ford of Casper, and Ken Garff Automotive.

One bidder submitted one bid. This bid was opened at City Hall on July 12, 2022.

Fremont Motor Cody submitted one bid for a Ford R3X 250 Hi Roof ELWB Cargo Van in the amount of \$51,894.00.

Fremont Motor Casper and Fremont Motor Sheridan submitted letters of no bid.

It is noted that the Fremont Motor Cody bid did not check the "Rear heat and AC" on the vehicle specification checklist. Rob Kramer has discussed this with Fremont Motor Cody staff, and a separate roof mounted rear heat and AC unit can be added as an option on the factory vehicle build for approximately \$900. The requirement to have heat and AC in the rear of the van is critical to the long-term use of the unit, as this vehicle will be fitted with CCTV equipment with all operations and control taking place in the rear cargo area of the van. Therefore, it is City Staff's recommendation to add \$900 to the bid amount submitted to allow this option on the van, with a not to exceed amount of the award being \$52,800.

FISCAL IMPACT

The purchase of this equipment was funded in the approved FY 2022 Budget in the amount of \$35,000.00 within the Vehicle Replacement Fund. The extra amount of \$17,800 will be funded from excess Wastewater Fund cash and investments (i.e., reserves).

ALTERNATIVES

Approve or deny the award of Bid 2022-05 to Fremont Motor Cody for one new transit cargo van in the not to exceed amount of \$52,800.00.

AGENDA ITEM NO. _____

ATTACHMENTS

1. Bid Packet 2022-05 completed by Fremont Motor Cody

AGENDA & SUMMARY REPORT TO:

1. Brent Silva, Fremont Motor Cody; bsilva@fremontmotors.com
2. Brett Osborne, Fremont Motor Casper and Fremont Motor Sheridan;
bosborne@fremontmotors.com



TABLE OF CONTENTS

BID NO. 2022-05 (1) New 2023 or Newer Transit Cargo Van

DOCUMENTS INCLUDED IN PACKET FOR BID NO 2022-05

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

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

Bid No. 2022-05

(1) New 2023 or Newer Transit Cargo Van

The City of Cody will receive sealed bids until 2:00 p.m., 7/12/2022 at Cody City Hall, 1338 Rumsey Avenue, P.O. Box 2200, Cody, Wyoming 82414, for (1) New 2023 or Newer Transit Cargo Van. 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 kylich@codywy.gov. Direct any questions to Rob Kramer at 587-2958, option 2.

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

Dated this 22nd Day of June, 2022.

Cynthia Baker
Administrative Services Officer

PUBLISH: June 28th, 2022
July 5th, 2022



**INSTRUCTIONS: (1) New 2023 or Newer Transit Cargo Van
BID REQUEST NUMBER 2022-05**

The Bidder agrees to provide **(1) New 2023 or Newer Transit Cargo Van** 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 2022-05 City of Cody Specifications Form on page 4-5 to indicate that the item being bid is exactly as specified. All (no) responses shall be explained in detail on an attached sheet. Bids will be accepted for consideration on any make or model that is equal or superior to the specifications.

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

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

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

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

Payment shall be made within 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. 2022-05, (1) New 2023 or Newer Transit Cargo Van**" on the outside of the envelope.

The sealed bids must be returned to the City of Cody no later than 2:00 p.m. 7/12/2022. 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. 2022-05 (1) New 2023 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 2023 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 2101 9th Avenue NW, Great Falls, MT 59404.

| Bid Schedule | Quantity | Unit | Total Price |
|--------------------|----------|------|------------------|
| Bid for: | | | \$ <u>51,894</u> |
| Less trade if any: | | | \$(<u>N/A</u>) |
| Net Total Bid | | | \$ <u>51,894</u> |

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 July 8th 2022

Brent Silva
Signature

Brent Silva
Typed or Printed Name

Fremont Motor Cody
Company

3127 Big Horn Ave
Mailing Address

Cody, WY 82414
City, State and Zip

BSilva@fremontmotors.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 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Wheel base: Minimum 147" | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Overall height: Minimum 110" | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Exterior color: White | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Interior color: Dark Gray | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. GVWR: 9,070lbs | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

B. ENGINE AND POWER TRAIN

| | | |
|---|-------------------------------------|--------------------------|
| 1. Engine: 3.5L PFDi V6 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Engine block heater. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Transmission: 10 speed automatic w/overdrive | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

C. SUSPENSION & RUNNING GEAR

| | | |
|---|-------------------------------------|--------------------------|
| 1. Brakes: Four-wheel Anti-Lock Power Disc Brakes | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Wheels & Tires: (5) full size 16" on/off road All-Season wheels & tires. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. 4.10 Limited-slip axle ratio. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

D. ELECTRICAL SYSTEM

| | | |
|---|-------------------------------------|--------------------------|
| 1. Battery: Dual AGM | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Alternator: 250 amp | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Auxiliary fuse panel. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Modified vehicle wiring system for body builder. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

E. BODY & CAB

| | | |
|---|-------------------------------------|--------------------------|
| 1. Gauges/ Lights: Factory installed voltmeter, oil pressure and engine temp. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|-------------------------------------|--------------------------|

BODY & CAB continued

| | YES | NO |
|--|-------------------------------------|---|
| 2. Dual outside rear view mirrors, power adjust. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Windows: Power windows w/light tinted glass. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Heater and air conditioner: Factory installed, high output. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Rear heat and A/C. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Windshield wipers: Multi-speed w/intermittent system. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. Radio: AM/FM stereo with dual USB ports and 4" multi-function display. | <input type="checkbox"/> | <input checked="" type="checkbox"/> 12" Display |
| 8. Door locks: Power door locks, w/(4) sets of keys, and remote keyless entry. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9. D pillar assist handles. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 10. Cloth bucket seats. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 11. Large center console. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 12. High capacity upfitter switches. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 13. Front vinyl flooring. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 14. Heavy-duty cargo flooring. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 15. Heavy-duty scuff plate. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 16. Cargo Access: Split Swing-Out | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 17. Sliding rear passenger side door. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 18. Front and rear split view camera. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 19. Reverse and side sensing system. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 20. Back-up alarm. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 21. Front fog lamps. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

F. MISCELLANEOUS

| | | |
|---|-------------------------------------|--------------------------|
| 1. Full manufacturer's standard warranty. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Dealer order form showing all equipment being bid. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Operator's manual. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Wyoming Residency Certificate | <input type="checkbox"/> | <input type="checkbox"/> |



Bid Proposal

Company: CITY OF CODY

Fleet Manager: BRENT SILVA / *Brent Silva*

| | | | | |
|---------------------------|--|-------------|--------------|---------------------------------|
| Date | JULY 8 TH 2022 | | | |
| | Year | Make | Model | MSRP: \$55,205 DISC: \$3,311 |
| Vehicle | 2023 | FORD | TRANSIT | |
| VIN | TBD | | Price | \$51,894 |
| | Year | Make | Model | Mileage |
| Trade | | | | |
| VIN | | | Price | |
| Additional Options | | | | |
| | Price | | | |
| Warranty | 3 YEARS OR 36,000 MILE BUMPER TO BUMPER 5 YEARS OR 60,000 MILE POWERTRAIN | | | |
| | Price | INCLUDED | | |
| Total | \$51,894 | | | |

| | |
|----------------------------|---|
| Additional Comments | This bid is for 1 new 2023 Ford Transit Cargo Van built to specs. Dealer is not liable for manufacturer delays, build outs, or availability. Due to supply chain issues no ETA has been provided. |
|----------------------------|---|



Preview Order 4242 - R3X 250 Hi Roof ELWB Cargo RWD: Order Summary Time of Preview: 07/08/2022 14:39:14

Dealership Name: Fremont Motor Cody, Inc.

Sales Code : F56403

| | | | | | | | |
|---------------|--------------|---------------|-------|--------------|---------|-------------|------|
| Dealer Rep. | Brent Silva | Type | Fleet | Vehicle Line | Transit | Order Code | 4242 |
| Customer Name | city of cody | Priority Code | L2 | Model Year | 2023 | Price Level | 315 |

| DESCRIPTION | MSRP | DESCRIPTION | MSRP |
|------------------------------|---------|------------------------------|--------------|
| R3X0 T250 HR CARGO RWD | \$48375 | FRONT FOG LAMPS | \$0 |
| 148" WHEELBASE | \$0 | ELEC AIR TEMP CONTROL | \$0 |
| TOTAL BASE VEHICLE | \$48375 | SYNC 4 AM/FM BLUETOOTH | \$930 |
| OXFORD WHITE | \$0 | HD CARGO FLOOR COVERING | \$995 |
| CLOTH | \$0 | 360-DEGREE CAMERA | \$1000 |
| DARK PALAZZO GRAY | \$0 | BLIND SPOT ASSIST 1.0 | \$595 |
| PREFERRED EQUIPMENT PKG.101A | \$0 | D-PILLAR ASSIST HANDLES | \$60 |
| .XL TRIM | \$0 | UPFITTER PACKAGE | \$610 |
| 3.5L PFDI V6 (GAS) | \$0 | .MODIFIED VEHICLE WIRING SYS | \$0 |
| .10-SPEED TRANSMISSION | \$0 | .DUAL BATTERIES (70 AMP-HR) | \$0 |
| .235/65R16C BSW ALL-SEASON | \$0 | .LARGE CENTER CONSOLE | \$0 |
| 4.10 LIMITED SLIP AXLE | \$0 | .AUXILIARY FUSE PANEL | \$0 |
| JOB #1 ORDER | \$0 | HEAVY-DUTY SCUFF PLATE KIT | \$0 |
| FRONT LICENSE PLATE BRACKET | \$0 | 2 ADDITIONAL KEYS | \$75 |
| AUTO START STOP REMOVAL | \$-50 | SIDE SENSING SYSTEM | \$480 |
| 9070# GVWR PACKAGE | \$0 | E-85 FLEX FUEL CAPABLE | \$0 |
| 2WAY DRV/PASS PALAZZO CLOTH | \$115 | SPECIAL FLEET ACCOUNT CREDIT | \$0 |
| ENGINE BLOCK HEATER (400W) | \$75 | FUEL CHARGE | \$0 |
| 50 STATE EMISSIONS | \$0 | PRICED DORA | \$0 |
| BACK UP ALARM | \$150 | ADVERTISING ASSESSMENT | \$0 |
| REVERSE SENSING SYSTEM | \$0 | DESTINATION & DELIVERY | \$1795 |
| TOTAL BASE AND OPTIONS | | | MSRP \$55205 |
| DISCOUNTS | | | NA |
| TOTAL | | | \$55205 |

ORDERING FIN: QQ117 END USER FIN: QQ117

Customer Name:

Customer Email:

MEETING DATE: JULY 19, 2022

DEPARTMENT: PUBLIC WORKS

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

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

AGENDA ITEM SUMMARY REPORT

P. Bowman

Ordinance 2022-07, 2022-08, and 2022-09 of the City of Cody Municipal Code to Establish the Storm Drainage Utility

ACTION TO BE TAKEN

Consider Ordinance 2022-07, 2022-08, and 2022-09 on First Reading to establish the Storm Drainage Utility.

SUMMARY OF INFORMATION

City Staff has evaluated creating a Storm Drainage Utility to provide for the operation, maintenance, and improvement public drainage facilities within the City. This proposal was originally discussed at City Council Work Sessions on January 12, 2021, April 26, 2022, and July 12, 2022 (for final direction prior to preparing the ordinance). With City Council concurrence at these Work Sessions, Ordinance 2022-07, 2022-08, and 2022-09 will create the Storm Drainage Utility for the City of Cody.

A summary of each ordinance is as follows:

Ordinance 2022-07 will create Title 8, Chapter 4, Article I of the City Code, and define the purpose and ownership, the definitions of terms used, and the administration of the Storm Drainage Utility. Additions to the Draft Storm Drainage Utility code have been made since the July 12, 2002 Work Session to clarify operation and maintenance of private stormwater facilities (Item 8.4.1.C.), and more clearly define "Public stormwater facilities" and "Private stormwater facilities" (Item 8.4.2.A.).

Ordinance 2022-08 will create Title 8, Chapter 4, Article II of the City Code, and defines the user charges of the Storm Drainage Utility. Modifications to the Draft Storm Drainage Utility code have been made since the July 12, 2002 Work Session to clarify the information submitted to consider an Appeal of Charges (Item 8.4.6.B.) and the appeal process to the City Administrator that was previously stated as City Manager (Item 8.4.6.G). Based on discussions with the City Council on July 12, an additional provision for the appeal of charges to be considered by the City Council is being drafted by the City Attorney and will be included in this Ordinance for 2nd Reading.

Ordinance 2022-0 will create Title 8, Chapter 4, Article III of the City Code, and define the allowed discharges and enforcement actions associated with the Storm Drainage Utility. The Enforcement section of the Code has been revised by the City Attorney (Item 8.4.9.).

Approval of Ordinance 2022-07, 2022-08, and 2022-09 by individual motions and actions by the City Council is recommended by City Staff.

AGENDA ITEM NO. _____

FISCAL IMPACT

With approval of these ordinances and the establishment of the Storm Drainage Utility user fees, the approved FY 2023 Budget has created the Storm Drainage Utility Enterprise Fund with a projected revenue of \$483,000 and projected expenses of \$507,961. The deficit amount of approximately \$25,000 is generally due to depreciation of assets charged to the new enterprise fund for the first time.

ATTACHMENTS

1. Ordinance 2022-07
2. Ordinance 2022-08
3. Ordinance 2022-09

ORDINANCE 2022 - 07

AN ORDINANCE CREATING TITLE 8, CHAPTER 4, ARTICLE I OF THE CODY CITY CODE TO ESTABLISH THE STORM DRAINAGE UTILITY

Title 8, Chapter 4, Article I shall be hereby created in its entirety as follows and become effective September 1, 2022:

TITLE 8, CHAPTER 4 – STORMWATER DRAINAGE

Article I. GENERAL

8.4.1: PURPOSE AND OWNERSHIP

A. The City Council finds and declares that absent effective maintenance, operation, regulation, and control, the existing stormwater drainage conditions in all areas within the City constitute a potential hazard to the health, safety and general welfare of the City. The City Council further finds that natural and manmade stormwater drainage facilities and conveyances constitute a stormwater drainage system and that effective improvement, regulation and control of stormwater through formation, by the City, of a Stormwater Drainage Utility is required.

There is hereby created and established a Stormwater Drainage Utility. The utility will have the regulatory authority and responsibility for planning, design, construction, maintenance, operation, and administration of stormwater facilities within the City.

B. The City shall own all public stormwater facilities located in City Rights-of-Way and City property used for the conveyance of stormwaters through, under or over lands or watercourses, beginning at a point where the stormwaters first enter the stormwater system of the City and ending in each instance at a point where the stormwaters exit from the system.

C. Stormwater facilities located on City property that are identified in a maintenance agreement as provided through a subdivision or site plan approval process are considered private stormwater facilities, and will be the responsibility of the party(ies) identified in the maintenance agreement.

8.4.2: DEFINITIONS

A. For the purposes of Chapter 4 Stormwater Drainage, the following terms, phrases, and words shall mean:

“City” means City of Cody, a municipal corporation of the State of Wyoming.

“Council” means Cody City Council.

“County” means Park County.

“Customer” or “person” means any individual; public or private corporation and its officers; partnership; association; firm; trustee; executor of an estate; the state or its departments, institutions, bureaus, agencies; county; city; political subdivision; or any other governmental or legal entity recognized by law.

“Developed parcel” means any parcel whose surface has been altered by grading, filling, or construction of any improvement.

“Director” means the Public Works Director of the City of Cody or the Director’s designee.

“Equivalent residential unit (ERU)” means the amount of impervious surface area that is equal to that of an average single family residential parcel, and is equal to three thousand five hundred (3,500) square feet of impervious surface area.

“Impervious surface” means any hard surfaced area of a parcel that prevents the absorption or infiltration of stormwater into the underlying soil. The following surfaces shall be considered impervious: areas occupied by roofed structures, areas surfaced with concrete, areas surfaced with asphalt pavement, and any other surface type that exhibits similar runoff characteristics.

“Parcel” means the smallest, separately segregated unit of land having an owner. A parcel has boundaries and surface area, and is documented with a parcel identification number by Park County.

“Private stormwater facilities” means any facility, improvement, development or property made for controlling and conveying stormwater runoff located on private property, or any such facility located on City property that is subject to a maintenance agreement assigning maintenance and operation responsibility to a party other than the City.

“Public stormwater facilities” means any facility, improvement, development or property made for controlling and conveying stormwater runoff that is operated and maintained by the City.

“Semi-impervious surface” means any surface area of a parcel that retards the absorption or infiltration of stormwater into the underlying soil, or that causes stormwater to run off in greater quantities than it would from a natural surface in the same location. The following surfaces shall be considered semi-impervious: areas surfaced with road base, gravel, or similar aggregate mixture; natural dirt surfaces that are compacted to such a degree that they do not support vegetative cover on more than fifty percent of the surface area.

“Single family residential parcel” means any parcel of land containing a single-household or two-household dwelling unit provided that in the case of a two-household unit, the ownership is undivided.

“Stormwater” means water produced by storms, surface drainage, snow and ice melt, and other water handled by the stormwater system.

“Stormwater Drainage Utility” or “utility” means the utility created by this chapter which operates, maintains, regulates, improves and upgrades the stormwater facilities and programs within the City of Cody.

“Stormwater Drainage System” means all manmade stormwater facilities and conveyances, and natural stormwater systems including stream channels, drainage courses or similar that are maintained by the City and that store, control, and/or convey stormwater.

“Undeveloped parcel” means any parcel that has not been altered by grading, filling, or construction.

8.4.3: ADMINISTRATION

A. The Stormwater Drainage Utility shall be administered by the Public Works Director of the City of Cody.

B. The administrative services department shall provide for the general accounting of the Stormwater Drainage Utility enterprise fund. This fund shall be charged with all money derived from the sale of stormwater drainage bonds, from stormwater drainage utility rate and fee revenues, from special taxation (if any), sale of surplus Stormwater Drainage Utility materials, and for money that may be transferred from the general fund or any other fund of the City. This fund shall be credited for all authorized expenditures for the City’s Stormwater Drainage Utility.

**** END OF CHAPTER 4, ARTICLE I ****

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Ordinance shall become effective at the final passage after third reading and publication in the Cody Enterprise as required by law.

PASSED ON FIRST READING: _____

PASSED ON SECOND READING: _____

PASSED ON THIRD READING: _____

Matt Hall, Mayor

ATTEST:

Cynthia Baker, Administrative Services Officer

ORDINANCE 2022 - 08

AN ORDINANCE CREATING TITLE 8, CHAPTER 4, ARTICLE II OF THE CODY CITY CODE TO ESTABLISH STORM DRAINAGE UTILITY CHARGES

Title 8, Chapter 4, Article II shall be hereby created in its entirety as follows and become effective September 1, 2022:

TITLE 8, CHAPTER 4 – STORMWATER DRAINAGE

ARTICLE II. DETERMINATION OF CHARGES AND APPEAL OF CHARGES

8.4.4: USER CHARGE IMPOSED

A. All persons responsible for impervious and semi-impervious surfaces within the City that contribute runoff to the stormwater system will be responsible for paying a stormwater user charge as set forth in the City's utility fee schedule as adopted and amended from time to time by the City Council.

B. The City will impose a monthly stormwater user charge on each parcel of real property served by a City utility account within the City except governmentally-owned streets. The user charges shall fund the administration, planning, design, construction, operation, maintenance, upgrade and repair of existing and future stormwater facilities.

8.4.5: RATES

A. Stormwater user charges shall be determined by multiplying the number of stormwater ERU's per parcel served by a City utility account by the stormwater base fee of five dollars (\$5.00) per month.

B. Residential utility accounts will be charged one (1) stormwater ERU.

C. Commercial utility accounts will be charged based on the following equation, with the minimum charge for commercial accounts being one (1) stormwater ERU:

$$\text{Account Parcel Size SqFt} \quad [\text{divided by}] \quad 7,000 \text{ SqFt} \quad [\text{equals}] \quad \text{\# of stormwater ERU's}$$

(whole number, rounded up above 0.5)

D. The maximum charge for a commercial utility account will be fifty (50) stormwater ERUs, regardless of the amount of stormwater ERU's determined by C. above.

8.4.6: APPEAL OF CHARGES

A. Any commercial utility account customer who disagrees with the stormwater user charge for his or her parcel may apply to the Director for an adjustment to the charges. The adjustment request must state the grounds for the requested adjustment and must be filed in writing with the Director no later than thirty days after receipt of the billing. The Director shall review the request and basis for the stormwater ERU calculation to determine whether an adjustment is warranted. The Director may approve an adjustment to the charge.

B. The request for adjustment shall contain the following information:

1. The name, address, phone number, email, and City account number of the commercial utility account customer submitting the appeal.
2. A site plan of the parcel served by the utility account identifying the total parcel size in square feet, and labeling the dimensions of the impervious area and semi-impervious area identified in 3. and 4. below.
3. The total amount of impervious area (in square feet) on the parcel served by the utility account.
4. The total amount of semi-impervious area (in square feet) on the parcel served by the utility account.
5. The number of stormwater ERU's the commercial utility account customer believes should be assigned to the account using the equation shown in D. below.

C. Within thirty (30) days of receipt of the request, the Director shall perform a site visit and/or a review of aerial photography available, and shall evaluate the accuracy of the information provided, including the amounts of impervious area and semi-impervious area.

D. If the information provided is deemed accurate, the number of stormwater ERU’s will be calculated and verified by the Director as follows:

$$\left((\text{Impervious Area SqFt}) [plus] (0.7 [times] \text{Semi-impervious Area SqFt}) \right) [divided by] 3,500 \text{ SqFt}$$

$$[equals] \text{ \# of stormwater ERUs (whole number, rounded up above 0.5)}$$

E. If the number of stormwater ERUs determined by D. above is less than the number of ERUs being charged at the time of the appeal, then billing for future user charges will be lowered. No credits will be given for previous charges billed or paid prior to the date of the Director’s determination.

F. If the number of stormwater ERUs determined by D. above is greater than the number of ERUs the being charged at the time of the appeal, then no change to future user charges will be made.

G. A written appeal of a Director’s determination may be made to the City Administrator within thirty (30) days after the date of the Director’s decision. The decision of the City Administrator shall be final.

** END OF CHAPTER 4, ARTICLE II **

This Ordinance shall become effective at the final passage after third reading and publication in the Cody Enterprise as required by law.

PASSED ON FIRST READING: _____
PASSED ON SECOND READING: _____
PASSED ON THIRD READING: _____

Matt Hall, Mayor

ATTEST:

Cynthia Baker, Administrative Services Officer

ORDINANCE 2022 - 09

**AN ORDINANCE CREATING TITLE 8, CHAPTER 4, ARTICLE III
OF THE CODY CITY CODE TO ESTABLISH
STORM DRAINAGE UTILITY ALLOWED DISCHARGES AND ENFORCEMENT**

Title 8, Chapter 4, Article III shall be hereby created in its entirety as follows and become effective September 1, 2022:

TITLE 8, CHAPTER 4 – STORMWATER DRAINAGE

ARTICLE III. ALLOWED DISCHARGES, OBSTRUCTIONS, AND ENFORCEMENT

8.4.7: DUMPING INTO STORMWATER SYSTEM PROHIBITED

The only substance allowed to be discharge under this chapter into the City’s stormwater system is stormwater, surface drainage, subsurface drainage, groundwater, roof runoff, or other nonpolluted water. Such water may be discharged only into stormwater facilities which have adequate capacity for the accommodation of such water as determined by the Director. Such discharged water shall comply with applicable local, state and federal regulations.

8.4.8: OBSTRUCTION OF STORMWATER FLOW PROHIBITED

It is unlawful for any person to obstruct or contribute to the obstruction of the flow of stormwater into any sump, retention basin, storm drain, curb and gutter, drain inlet, or other natural or man-made controls that convey stormwater and/or non-storm runoff, unless the obstruction is authorized in writing by the Director.

8.4.9: ENFORCEMENT

Failure to comply with any of the requirements of this chapter shall be a misdemeanor, enforced through a citation in municipal court, and subject to the penalties as provided by Wyoming law and the City of Cody Code. The provisions of this chapter may also be enforced by filing civil action in the appropriate Court having jurisdiction in Park County, Wyoming. The possibility of an administrative remedy pursuant to this code shall in no way interfere with or impair the City’s right to prosecute violations of this chapter as criminal offenses

**** END OF CHAPTER 4, ARTICLE III ****

This Ordinance shall become effective at the final passage after third reading and publication in the Cody Enterprise as required by law.

PASSED ON FIRST READING: _____

PASSED ON SECOND READING: _____

PASSED ON THIRD READING: _____

Matt Hall, Mayor

ATTEST:

Cynthia Baker, Administrative Services Officer