

City of Cody City Council

Tuesday August 2, 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 19, 2022 and Special Work Session Minutes from July 26, 2022.
- b. Approve Vouchers and payroll in the amount of \$827,845.30.
- c. Authorize the Mayor to enter into and sign a Contract for Services between the City of Cody and Park County for Recycling Center Services.
- d. Approve a request from Cody Rotary Club for an open container permit and malt beverage permit for city Park on Saturday, August 20th in conjunction with the annual Cornhole Tournament.
- e. Approve the request from Cody Craft Brewing to be able to sell canned, alcoholic "seltzers" (fermented beverages) for on-site consumption only.

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) Authorize the Mayor to enter into an agreement between the City of Cody and A.C.E. Inc for professional engineering, design/construction and administration services for the City Hall HVAC system upgrade for an amount not to exceed \$13,360.00, contingent upon review by City Attorney.

Staff Reference: Mike Fink, Aquatics, Facilities & Recreation
Supervisor

- b) Approve and authorize the Mayor to sign Amendment #1 for the AIP Grant No. 3-56-0006-042-2021 to increase funding by \$109,008. (Relating to Construct

Access Road & Parking Lot; Rehabilitate Access Road and Rehabilitate Runway (Pavement Maintenance)

Spokesperson: Aaron Buck, YRA Manager

- c) Award Bid #2022-07 to Ken Garff Cheyenne for two (2) 2023 Ford Explorer Police Interceptor Utility Vehicles in the amount of \$80,400.00.

Staff Reference: Phillip Bowman, Public Works Director

- d) Authorize the Mayor to enter into and sign the Disposal Service Agreement between Park County and the City of Cody for use of the Park County Regional Landfill.

Staff Reference: Phillip Bowman, Public Works Director

- e) Resolution 2022-20

A Resolution Encumbering Additional Funds from the American Rescue Plan Acct for the Installation of a Fire Suppression System in the City Auditorium Building.

Staff Reference: Barry Cook, City Administrator

- f) Resolution 2022-22

A Resolution authorizing submission of an application to the State Land and Investment Board for a grant through the Water & Sewer ARPA Grant Program Funding on behalf of the Governing Body for the City of Cody.

Staff Reference: Phillip Bowman, Public Works Director

- g) Resolution 2022-23

A Resolution authorizing submission of an application to the State Land and Investment Board for a grant through the Water & Sewer ARPA Grant Program Funding on behalf of the Governing Body for the City of Cody

Staff Reference: Phillip Bowman, Public Works Director

- h) Ordinance 2022-07 Storm Drainage Utility –Second 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

- i) Ordinance 2022-08 Storm Drainage Utility – Second Reading as Amended
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

- j) Ordinance 2022-09 Storm Drainage Utility – Second 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:

August 9, 2022 – Tuesday – Work Session – 5:30 p.m.

August 16, 2022– Tuesday -Regular Council Meeting – 7:00 p.m.

**City of Cody
Council Proceedings
Tuesday, July 19, 2022**

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, July 19, 2022 at 7:00 p.m.

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

Absent: Justin Baily

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

Council Ballard made a motion seconded by Council Member Fritz to approve Consent Calendar as presented. Approval included Minutes: Regular Minutes from July 6, 2022 and Special Work Session Minutes from July 12, 2022; approve Vouchers and payroll in the amount of \$1,449,196.07; 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 and 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; and approve and authorize the Mayor to sign the Water Service Contract between the United States of America (Bureau of Reclamation) and Shoshone Municipal Water Joint Powers Board. Vote was Unanimous.

Council Member Rasmussen made a motion seconded by Council Member Fritz to approve the final plat of the West Avenue Duplexes Subdivision an 8-lot subdivision, subject to conditions of approval

Council Member Fritz made a motion seconded by Council Member Swett to remove Condition #2. Vote was unanimous. Council member Quick made a motion, seconded by Council Member Ballard to require the cash-in-lieu of public use area. After further discussion Council Member Quick rescinded this motion, Council Member Ballard concurred. Council Member Swett made a motion seconded by Council Member Rasmussen to approve the preliminary plat of the Sunridge Subdivision, a 5-lot subdivision, with associated variances and conditions of approval as amended. Vote was unanimous.

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

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

Council member Rasmussen made a motion seconded by Council Member Swett to approve awarding Bid No 2022-05 to Fremont Motor Cody for one new transit cargo van in the amount not to exceed \$52,800. Vote was unanimous.

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. Council Member Rasmussen made a motion seconded by Council Member Ballard to approve Ordinance 2022-07 on first reading. Vote was unanimous.

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. Council Member Swett made a motion seconded by Council Member Rasmussen to approve Ordinance 2022-08 on first reading. Vote was unanimous.

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. Council Member Quick made a motion seconded by Council Member Ballard to approve Ordinance 2022-09 on first reading. Vote was unanimous.

Mayor Hall adjourned the meeting at 8:25 p.m.

Matt Hall, Mayor

Cindy Baker, Administrative Services Officer

City of Cody
Council Proceedings
Tuesday, July 26, 2022

A special meeting of the Cody City Council was held in Council Chambers of Cody City Hall on Tuesday, July 26, 2022 at 5:30 p.m.

Present: Council Members Diane Ballard, Andy Quick, Heidi Rasmussen, and Jerry Fritz, City Administrator, Barry Cook, Attorney Scott Kolpitcke and Administrative Service Officer, Cindy Baker.

Absent: Council Members Emily Swett, Justin Baily and Mayor Hall.

Council President Diane Ballard called the meeting to order at 5:30 p.m.

The Governing Body discussed a request from John Wells representing Skaters that Care. John was directed to work with staff on this project.

Cindy Baker, Administrative Services Officer provided information relating to a request from Cody Craft Brewing. Staff was given direction to bring for consideration at the upcoming regular meeting.

The Governing Body was provided an update relating to the City Hall HVAC and Change of Scope of Work. Staff will be bringing this item for consideration of approval at the August 2nd meeting.

Phillip Bowman, Public Works Director, provided the Governing Body information relating to no Annual Chip Sealing.

Phillip Bowman, Public Works Director, provided the Governing Body with information relating to the proposed Landfill Contract. Phillip indicated this would be on the August 2nd meeting for consideration to approve.

Phillip Bowman, Public Works Director, discussed the Wastewater Seepage Receiving Grant. Phillip indicated this would be on the August 2nd meeting for consideration to approve.

Phillip Bowman, Public Works Director, discussed the ARPA (State of WY Funds) Water & Sewer Grants - #1 Application – Tree Streets Waterline Replacement Project and #2 Application Pressure Reducing Valve Replacement Project. Phillip indicated item #1 would be on the August 2nd meeting for consideration to approve.

City Administrator provided the Governing Body information relating to the Citizen’s Academy that will be held this fall. (Sept 21st for 8 weeks on Wednesdays).

Mayor Hall adjourned the Work Session at 6.43 p.m.

Cynthia D Baker
Administrative Services Officer

Diane Ballard
Council President

Report Criteria:

Invoice Detail.Input date = 07/26/2022,06/30/2022

Invoice.Batch = {NOT LIKE} "1"

Secondary Name	Invoice	Description	Invoice Date	Total Cost
ANIXTER INC (130622)				
	5170943-00	SINGLE PHASE CABINET	06/15/2022	1,957.35
	5170943-01	TRANSFORMER BASEMENTS	06/10/2022	5,057.76
	5291263-00	1/0 ELBOWS	06/09/2022	811.80
Total :				7,826.91
Total ANIXTER INC (130622):				7,826.91
BECKER, JACOB (132816)				
	17.0964.27	UTILITY DEPOSIT REFUND	05/17/2022	19.93
Total :				19.93
Total BECKER, JACOB (132816):				19.93
BIOLYNCEUS, LLC (126954)				
	9513	BIOSCRUBBER X 5	07/05/2022	13,402.14
Total :				13,402.14
Total BIOLYNCEUS, LLC (126954):				13,402.14
BLUE 360 MEDIA LLC (131514)				
	IN2206162828	2022 WY CRIMINAL & TRAFFIC LAW MANUALS	07/29/2022	2,052.05
Total :				2,052.05
Total BLUE 360 MEDIA LLC (131514):				2,052.05
BLUE CROSS BLUE SHIELD OF WYOMING (1360)				
	220705086945	INSURANCE AUGUST 2022	07/05/2022	171,342.26
Total :				171,342.26
Total BLUE CROSS BLUE SHIELD OF WYOMING (1360):				171,342.26
BORDER STATES INDUSTRIES, INC (1420)				
	924566311	H-TAPS	07/14/2022	112.80
Total :				112.80
Total BORDER STATES INDUSTRIES, INC (1420):				112.80
CANNON, DELBERT (133011)				
	7142022	CONCERTS IN THE PARK	07/18/2022	200.00
Total :				200.00
Total CANNON, DELBERT (133011):				200.00
CASSIES SPIRITS INC (133005)				
	16.2940.12	REFUND UTILITY DEPOSIT	07/15/2022	171.28
	16.3200.11	REFUND UTILITY DEPOSIT	07/15/2022	51.10

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				222.38
Total CASSIES SPIRITS INC (133005):				222.38
CLARK, TERESA (133017)				
	42461748	REC CENTER REFUND	07/12/2022	152.00
Total :				152.00
Total CLARK, TERESA (133017):				152.00
CODY W HENSLEY (133003)				
KMG COMMERCIAL REFRIGERATION	1966	REPAIRS TO BOILER	06/23/2022	425.00
Total :				425.00
Total CODY W HENSLEY (133003):				425.00
COOK, EDWARD (133010)				
	7142022	CONCERTS IN THE PARK	07/18/2022	200.00
Total :				200.00
Total COOK, EDWARD (133010):				200.00
CRISIS INTERVENTION SERVICE (3290)				
	71322	OUTSIDE AGENCY FUNDING FY22-23	07/13/2022	5,000.00
Total :				5,000.00
Total CRISIS INTERVENTION SERVICE (3290):				5,000.00
CUMMINS INC (133022)				
CUMMINS SALES AND SERVICE	38-66141	C05 ENGINE REPAIRS	07/06/2022	4,288.09
Total :				4,288.09
Total CUMMINS INC (133022):				4,288.09
CUSTOM DELIVERY SERVICE INC (3343)				
	314530	TC SHIPPING	07/12/2022	39.96
Total :				39.96
Total CUSTOM DELIVERY SERVICE INC (3343):				39.96
DAKTRONICS INC (133023)				
SDS-12-2222	6985492	HORN START REPAIRS FOR SWIM MEETS	06/13/2022	788.94
Total :				788.94
Total DAKTRONICS INC (133023):				788.94
DANIELS, RONALD B (132534)				
	7142022	CONCERTS IN THE PARK	07/18/2022	200.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				200.00
Total DANIELS, RONALD B (132534):				200.00
DEARBORN LIFE INSURANCE COMPANY (131563)				
	08012022	INSURANCE aUGUST 2022	07/15/2022	380.24
Total :				380.24
Total DEARBORN LIFE INSURANCE COMPANY (131563):				380.24
DELL MARKETING (3520)				
	10595130829	COMPUTER AND COMPONENTS	06/29/2022	1,645.00
Total :				1,645.00
Total DELL MARKETING (3520):				1,645.00
ENERGY LABORATORIES, INC (4120)				
DEPARTMENT 6250	486626	COLIFORM TESTING	07/18/2022	160.00
DEPARTMENT 6250	488270	TESTING	07/22/2022	160.00
Total :				320.00
Total ENERGY LABORATORIES, INC (4120):				320.00
ENGINEERING ASSOCIATES (4140)				
	4207002	PROJECT 14111-04 WWTF PHASE 2	07/06/2022	550.27
	4207002	PROJECT 14111-04 WWTF PHASE 2	07/06/2022	168.14
	4207002	PROJECT 14111-04 WWTF PHASE 2	07/06/2022	45.86
	4207002	PROJECT 14111-04 WWTF PHASE 2	07/06/2022	764.25
	4207003	ENGINEERING SERVICES - YRA TREATED WATERLINE REPL	07/06/2022	3,223.50
	4207004	ENGINEERING SERVICES - WEST AVE RAW WATER LINE EXTENSION	07/06/2022	477.00
Total :				5,229.02
Total ENGINEERING ASSOCIATES (4140):				5,229.02
ENNIST III, ROBERT F (131798)				
BIG HORN FOOD SERVICES	48873	CLEANING SUPPLIES	05/13/2022	455.67
BIG HORN FOOD SERVICES	49613	CLEANING SUPPLIES	07/01/2022	925.57
Total :				1,381.24
Total ENNIST III, ROBERT F (131798):				1,381.24
FIRE DISTRICT #2 (131409)				
	BLD-0622-0016	2019 BIG HORN AVE	06/27/2022	90.00
	BLD-0622-0016	3429 COTTONWOOD AVE	06/27/2022	196.00
	BLD-0622-0016	525 STONE ST	06/27/2022	385.00
	BLD-0622-0016	519 WEST YELLOWSTONE AVE	06/27/2022	127.00
	BLD-0622-0016	902 BLACKBURN AVE	06/27/2022	113.00
Total :				911.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total FIRE DISTRICT #2 (131409):				911.00
FLEMING, CHAD (133004)				
	17.3616.21	REFUND UTILITY DEPOSIT	07/15/2022	75.35
Total :				75.35
Total FLEMING, CHAD (133004):				75.35
FRANDSON SAFETY, INC. (130638)				
	94039	CHLORINE SENSOR	07/11/2022	80.85
Total :				80.85
Total FRANDSON SAFETY, INC. (130638):				80.85
GALLS PARENT HOLDINGS, LLC (132576)				
GALLS, LLC	021539713	DUTY SHIRTS C14	06/30/2022	129.05
Total :				129.05
Total GALLS PARENT HOLDINGS, LLC (132576):				129.05
HARRIS TRUCKING AND CONSTRUCTION CO. (4780)				
	06302022	WWTF2 PAY APP 25	07/11/2022	10,881.09
	06302022	WWTF2 PAY APP 25	07/11/2022	3,324.78
	06302022	WWTF2 PAY APP 25	07/11/2022	906.76
	06302022	WWTF2 PAY APP 25	07/11/2022	15,112.61
	06302022	WWTF2 PAY RET 25	07/11/2022	572.69
	06302022	WWTF2 PAY RET 25	07/11/2022	174.99
	06302022	WWTF2 PAY RET 25	07/11/2022	47.72
	06302022	WWTF2 PAY RET 25	07/11/2022	795.40
	06302022	WWTF2 PAY APP 25	07/11/2022	10,881.09-
	06302022	WWTF2 PAY RET 25	07/11/2022	795.40-
	06302022	WWTF2 PAY RET 25	07/11/2022	47.72-
	06302022	WWTF2 PAY RET 25	07/11/2022	174.99-
	06302022	WWTF2 PAY RET 25	07/11/2022	572.69-
	06302022	WWTF2 PAY APP 25	07/11/2022	15,112.61-
	06302022	WWTF2 PAY APP 25	07/11/2022	906.76-
	06302022	WWTF2 PAY APP 25	07/11/2022	3,324.78-
	07082022	YRA TREATED WATERLINE REPLACEMENT PAY APP 3	07/20/2022	82,718.74
	07082022	YRA TREATED WATERLINE REPLACEMENT PAY RET 3	07/20/2022	4,135.93-
	137747	GAIL LANE PAVING	07/17/2022	341.01
Total :				78,923.82
Total HARRIS TRUCKING AND CONSTRUCTION CO. (4780):				78,923.82
HIGH POINT NETWORKS LLC (133019)				
	207603	OFFICE LTSC STANDARD 2021	07/18/2022	13,427.96
	207603	OFFICE LTSC STANDARD 2021	07/18/2022	10,395.84
	207603	OFFICE LTSC STANDARD 2021	07/18/2022	1,472.74
	207603	OFFICE LTSC STANDARD 2021	07/18/2022	1,581.03
	207603	OFFICE LTSC STANDARD 2021	07/18/2022	3,898.44
	207603	OFFICE LTSC STANDARD 2021	07/18/2022	3,811.81
	207603	OFFICE LTSC STANDARD 2021	07/18/2022	4,396.57
	207603	OFFICE LTSC STANDARD 2021	07/18/2022	2,880.51
	207603	OFFICE LTSC STANDARD 2021	07/18/2022	1,797.61

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	207603	OFFICE LTSC STANDARD 2021	07/18/2022	779.69
	207603	OFFICE LTSC STANDARD 2021	07/18/2022	996.27
	207603	OFFICE LTSC STANDARD 2021	07/18/2022	996.27
	207603	OFFICE LTSC STANDARD 2021	07/18/2022	3,378.66
Total :				49,813.40
Total HIGH POINT NETWORKS LLC (133019):				49,813.40
JIMENEZ, WALTER (133007)				
	4.0738.17	UTILITY DEPOSIT REFUND	07/14/2022	103.98
Total :				103.98
Total JIMENEZ, WALTER (133007):				103.98
KITCHEN, SCOTT (129803)				
	6302022	MILEAGE REIMBURSEMENT - JUNE 2022	07/12/2022	54.69
Total :				54.69
Total KITCHEN, SCOTT (129803):				54.69
KUHENS, BILLY (133016)				
	42550776	REC CENTER REFUND	07/14/2022	15.00
Total :				15.00
Total KUHENS, BILLY (133016):				15.00
LAWRENCE, MARK (133021)				
	11.0230.13	REFUND UTILITY DEPOSIT	07/21/2022	312.13
Total :				312.13
Total LAWRENCE, MARK (133021):				312.13
LEISURE IN MONTANA INC (131545)				
	SAL22651-1	CHEMICALS FOR SPLASH PAD	07/20/2022	2,545.25
Total :				2,545.25
Total LEISURE IN MONTANA INC (131545):				2,545.25
LEROUX, INC (1400)				
BOONES MACHINE SHOP/YANKEE CA	37765	LIGHTS FOR STAMPEDE RODEOS TRAFFIC CONTROL	07/05/2022	1,265.40
Total :				1,265.40
Total LEROUX, INC (1400):				1,265.40
LIPPS, SHEILA F (132858)				
APPLIED GRAPHICS LLC	507	SPONSOR BANNER FOR CONCERTS IN THE PARK	07/07/2022	186.00
Total :				186.00
Total LIPPS, SHEILA F (132858):				186.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
LOCAL GOVERNMENT LIABILITY POOL (6176)				
	14188	CLAIM AGAINST THE CITY	06/30/2022	920.00
Total :				920.00
Total LOCAL GOVERNMENT LIABILITY POOL (6176):				920.00
MCCONAHAY, PATRICK (133024)				
	072122	REFUND OF OVERPAYMENT MC-2204-032	07/21/2022	10.00
Total :				10.00
Total MCCONAHAY, PATRICK (133024):				10.00
MCCONNELL, WALTER (133006)				
	6.1850.42	REFUND UTILITY DEPOSIT	07/15/2022	354.78
Total :				354.78
Total MCCONNELL, WALTER (133006):				354.78
MORRISON-MAIERLE INC (130985)				
	000225031	2020 WYDOT SIDEWALKS & RAMPS PROJECT 4463.005	07/14/2022	7,072.04
	000225031	2020 WYDOT SIDEWALKS & RAMPS PROJECT 4463.005	07/14/2022	1,768.01
Total :				8,840.05
Total MORRISON-MAIERLE INC (130985):				8,840.05
PARK COUNTY SHERIFF (7740)				
	06302022	INCARCERATION - JUNE 2022	06/30/2022	30.00
Total :				30.00
Total PARK COUNTY SHERIFF (7740):				30.00
PARK DISTRICT COURT (132610)				
	07142022	GARNISHMENT Civil #29877	07/14/2022	196.97
	72022	GARNISHMENT Civil #29877	07/20/2022	196.97
Total :				393.94
Total PARK DISTRICT COURT (132610):				393.94
QUALITY ASPHALT PAVING, INC (125010)				
	2341	ASPHALT PATCH GAIL LN	07/13/2022	510.00
Total :				510.00
Total QUALITY ASPHALT PAVING, INC (125010):				510.00
RAVER, ROBERT (133012)				
	7142022	CONCERTS IN THE PARK	07/18/2022	200.00
Total :				200.00
Total RAVER, ROBERT (133012):				200.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
REX JR, STEPHEN (133008)				
	7.0940.26	REFUND UTILITY DEPOSIT	07/14/2022	140.76
Total :				140.76
Total REX JR, STEPHEN (133008):				140.76
ROBERTS, JOHN J (130489)				
	8042022	CONCERTS IN THE PARK	07/19/2022	1,400.00
Total :				1,400.00
Total ROBERTS, JOHN J (130489):				1,400.00
ROCKY MOUNTAIN INFORMATION NETWORK INC (133014)				
RMIN INC	22465	ANNUAL MEMBERSHIP	07/01/2022	100.00
Total :				100.00
Total ROCKY MOUNTAIN INFORMATION NETWORK INC (133014):				100.00
ROCKY MOUNTAIN POWER (7570)				
	07192022	UTILITIES	07/19/2022	27.11
	07192022	UTILITIES	07/19/2022	331.84
Total :				358.95
Total ROCKY MOUNTAIN POWER (7570):				358.95
SABER PEST CONTROLL LLC (131183)				
	R163	PEST CONTROL - RECYCLING/SANITATION	07/13/2022	70.00
Total :				70.00
Total SABER PEST CONTROLL LLC (131183):				70.00
SECRETARY OF STATE (123386)				
	71522	FILING FEE - NOTARY	07/15/2022	60.00
Total :				60.00
Total SECRETARY OF STATE (123386):				60.00
SKAGGS COMPANIES (131474)				
	450_A_122726_1	BALLISTIC VEST C18	06/23/2022	167.24
	450_A_122726_1	BALLISTIC VEST C18	06/23/2022	838.27
Total :				1,005.51
Total SKAGGS COMPANIES (131474):				1,005.51
STANTEC CONSULTING SERVICES INC (132890)				
	1952969	Big Horn Ave Study	07/12/2022	7,711.78
	1953517	Big Horn Ave Study	07/13/2022	907.57
Total :				8,619.35

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total STANTEC CONSULTING SERVICES INC (132890):				8,619.35
SYSTEMS GRAPHICS INC (129162)				
ADVANCED INFO SYSTEMS	15879	OUTSOURCE BILLS	07/15/2022	16.09
ADVANCED INFO SYSTEMS	15879	OUTSOURCE BILLS	07/15/2022	99.44
ADVANCED INFO SYSTEMS	15879	OUTSOURCE BILLS	07/15/2022	91.05
ADVANCED INFO SYSTEMS	15879	OUTSOURCE BILLS	07/15/2022	90.43
ADVANCED INFO SYSTEMS	15879	OUTSOURCE BILLS	07/15/2022	112.38
ADVANCED INFO SYSTEMS	15880	OUTSOURCE BILLS	07/21/2022	6.65
ADVANCED INFO SYSTEMS	15880	OUTSOURCE BILLS	07/21/2022	41.07
ADVANCED INFO SYSTEMS	15880	OUTSOURCE BILLS	07/21/2022	37.61
ADVANCED INFO SYSTEMS	15880	OUTSOURCE BILLS	07/21/2022	37.35
ADVANCED INFO SYSTEMS	15880	OUTSOURCE BILLS	07/21/2022	46.42
Total :				578.49
Total SYSTEMS GRAPHICS INC (129162):				578.49
THE OFFICE SHOP INC (7440)				
	209369	COPIER CONTRACT - GENERAL GOVERNMENT	07/22/2022	57.48
	209369	COPIER CONTRACT - GENERAL GOVERNMENT	07/22/2022	52.70
	209369	COPIER CONTRACT - GENERAL GOVERNMENT	07/22/2022	52.70
	209369	COPIER CONTRACT - GENERAL GOVERNMENT	07/22/2022	52.70
	209369	COPIER CONTRACT - GENERAL GOVERNMENT	07/22/2022	52.70
	209369	COPIER CONTRACT - GENERAL GOVERNMENT	07/22/2022	52.70
	209369	COPIER CONTRACT - GENERAL GOVERNMENT	07/22/2022	52.70
	209369	COPIER CONTRACT - GENERAL GOVERNMENT	07/22/2022	52.70
	209369	COPIER CONTRACT - GENERAL GOVERNMENT	07/22/2022	52.70
	209369	COPIER CONTRACT - GENERAL GOVERNMENT	07/22/2022	28.74
	209369	COPIER CONTRACT - GENERAL GOVERNMENT	07/22/2022	26.33
	209369	COPIER CONTRACT - GENERAL GOVERNMENT	07/22/2022	26.33
	209369	COPIER CONTRACT - GENERAL GOVERNMENT	07/22/2022	26.33
	209369	COPIER CONTRACT - GENERAL GOVERNMENT	07/22/2022	26.33
	209369	COPIER CONTRACT - GENERAL GOVERNMENT	07/22/2022	26.33
	209369	COPIER CONTRACT - GENERAL GOVERNMENT	07/22/2022	26.33
	209369	COPIER CONTRACT - GENERAL GOVERNMENT	07/22/2022	26.33
	209369	COPIER CONTRACT - GENERAL GOVERNMENT	07/22/2022	26.33
	209370	COPIER CONTRACT - CITY SHOP	07/22/2022	10.37
	209370	COPIER CONTRACT - CITY SHOP	07/22/2022	10.37
	209370	COPIER CONTRACT - CITY SHOP	07/22/2022	9.15
	209370	COPIER CONTRACT - CITY SHOP	07/22/2022	10.37
	209370	COPIER CONTRACT - CITY SHOP	07/22/2022	10.37
	209370	COPIER CONTRACT - CITY SHOP	07/22/2022	10.37
	209371	COPIER CONTRACT - AQUATIC/REC CENTER	07/22/2022	431.20
	209371	COPIER CONTRACT - AQUATIC/REC CENTER	07/22/2022	431.20
	209371	COPIER CONTRACT - AQUATIC/REC CENTER	07/22/2022	215.61
	209371	COPIER CONTRACT - AQUATIC/REC CENTER	07/22/2022	215.61
Total :				2,073.08
Total THE OFFICE SHOP INC (7440):				2,073.08
THOMSON REUTERS - WEST (128108)				
	846463236	CLEAR INVESTIGATIONS MONTHLY FEE	06/01/2022	163.77
Total :				163.77

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total THOMSON REUTERS - WEST (128108):				163.77
TROUBLE BOUND (133015)				
ECHO LIMA OSCAR LLC	8112022	CONCERTS IN THE PARK	07/19/2022	500.00
Total :				500.00
Total TROUBLE BOUND (133015):				500.00
TROXEL, TIM (133009)				
	7142022	CONCERTS IN THE PARK	07/18/2022	200.00
Total :				200.00
Total TROXEL, TIM (133009):				200.00
TWO SISTERS CONTRACTING LLC (132780)				
	1074	CONCRETE - E AVE AND COOPER LN	07/06/2022	855.00
Total :				855.00
Total TWO SISTERS CONTRACTING LLC (132780):				855.00
TWO TOUGH GUYS SERVICES, LLC (126515)				
	000119	ROLL OFF CONTAINER FOR JULY 4TH	07/04/2022	180.70
Total :				180.70
Total TWO TOUGH GUYS SERVICES, LLC (126515):				180.70
WAMCAT TREASURER (129087)				
	722.623	WAM-CAT DUES RENEWAL C BAKER	07/15/2022	75.00
	722.623	WAM-CAT DUES RENEWAL D SCHEUMAKER	07/15/2022	75.00
Total :				150.00
Total WAMCAT TREASURER (129087):				150.00
WELLS FARGO COMMERCIAL CARD (132565)				
	07232022	F01 parts	07/23/2022	111.91
	07232022	Irrigation	07/23/2022	26.08
	07232022	Tools	07/23/2022	156.00
	07232022	Rotary Dues	07/23/2022	88.00
	07232022	Rotary Dues	07/23/2022	88.00
	07232022	C10 Car wash	07/23/2022	9.00
	07232022	propane	07/23/2022	41.90
	07232022	propane	07/23/2022	2.20
	07232022	Meals hog rally	07/23/2022	96.62
	07232022	C08 shipping	07/23/2022	40.24
	07232022	C08 valve	07/23/2022	690.00
	07232022	Silent key holder C05	07/23/2022	21.12
	07232022	chamber luncheon	07/23/2022	18.00
	07232022	rock wall installation	07/23/2022	18.24
	07232022	Nuts & bolts for mini golf	07/23/2022	10.02
	07232022	C04 Car wash	07/23/2022	9.00
	07232022	Return vest carrier C18	07/23/2022	13.88
	07232022	Class A Shirts & Pants Co5	07/23/2022	130.00
	07232022	outlet for bandshell	07/23/2022	1.79

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	07232022	ribbon for card reader	07/23/2022	192.00
	07232022	C20 RETURN Duty Boots	07/23/2022	99.84-
	07232022	Plumbing	07/23/2022	10.58
	07232022	C04 Evidence/UA to Lab 22-414, 426	07/23/2022	7.66
	07232022	B44 parts	07/23/2022	25.38
	07232022	H06 filters	07/23/2022	194.41
	07232022	embroidery	07/23/2022	50.00
	07232022	Meals Hog Rally Credit	07/23/2022	96.62-
	07232022	Meals Hog Rally	07/23/2022	77.92
	07232022	Metal	07/23/2022	3.57
	07232022	C04 Car wash	07/23/2022	9.00
	07232022	rock wall installation	07/23/2022	31.88
	07232022	H06 accumulator and seals	07/23/2022	287.65
	07232022	C18 to/from WLEA PO Basic - Gas	07/23/2022	75.19
	07232022	Soda	07/23/2022	2.00
	07232022	Dispute charges on Philips Card per Kylie	07/23/2022	15.59
	07232022	Lifeguarding supplies	07/23/2022	135.00
	07232022	Clipboards	07/23/2022	15.79
	07232022	drum liners	07/23/2022	281.71
	07232022	C05 Car wash	07/23/2022	9.00
	07232022	C17 Car wash	07/23/2022	9.00
	07232022	C20 Car wash	07/23/2022	9.00
	07232022	B09 connector	07/23/2022	48.16
	07232022	C15 Car wash	07/23/2022	9.00
	07232022	C21 Car wash	07/23/2022	9.00
	07232022	Plotter Paper	07/23/2022	155.31
	07232022	F01 parts return	07/23/2022	135.74-
	07232022	Duty baton case, flashlight holder C10	07/23/2022	79.90
	07232022	Gloves	07/23/2022	24.94
	07232022	C06 Car wash	07/23/2022	9.00
	07232022	trimmer line	07/23/2022	14.99
	07232022	spray paint	07/23/2022	15.59
	07232022	Broom & dust pan, contractor bags	07/23/2022	50.61
	07232022	Water, gatorade, coffee, paper plates	07/23/2022	84.15
	07232022	Duty boots DCI TFO C07	07/23/2022	395.00
	07232022	kom movies	07/23/2022	392.00
	07232022	Coffee, plates, gatorade, water	07/23/2022	133.15
	07232022	Toner for squad room	07/23/2022	222.50
	07232022	4"" conduit	07/23/2022	36.43
	07232022	Mini Golf inventory purchases	07/23/2022	11.18
	07232022	4"" conduit	07/23/2022	72.86
	07232022	water	07/23/2022	21.00
	07232022	propane	07/23/2022	22.80
	07232022	propane	07/23/2022	1.20
	07232022	fuel meeting expense	07/23/2022	81.44
	07232022	Water, body armor drinks, protein bars, chips	07/23/2022	209.28
	07232022	C05 Car wash	07/23/2022	13.16
	07232022	shirts	07/23/2022	228.90
	07232022	C04 Evidence/UA to Lab 22-455	07/23/2022	7.66
	07232022	screws	07/23/2022	50.99
	07232022	C04 Evidence/UA to Lab 22-429, 455, 436, 458	07/23/2022	7.66
	07232022	Front Desk Staff shirts	07/23/2022	144.00
	07232022	insect fogger	07/23/2022	14.99
	07232022	pumphouse entry lock	07/23/2022	119.99
	07232022	KOM Staff Shirts	07/23/2022	972.00
	07232022	janitorial supplies	07/23/2022	1,780.28
	07232022	janitorial supplies	07/23/2022	1,780.29
	07232022	repairs to floor scrubber	07/23/2022	148.75

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	07232022	hand tools	07/23/2022	102.46
	07232022	Plotter Paper - wrong size return / shipping	07/23/2022	97.57
	07232022	photo-eye	07/23/2022	34.72
	07232022	fitness equipment	07/23/2022	7,038.38
	07232022	hydrant meter parts	07/23/2022	77.40
	07232022	Mower mulch kit	07/23/2022	382.89
	07232022	C19 Car wash	07/23/2022	9.00
	07232022	impact driver, wenches	07/23/2022	382.74
	07232022	welding safety helmet	07/23/2022	179.05
	07232022	cutting wheels	07/23/2022	155.37
	07232022	chain saw	07/23/2022	429.99
	07232022	C10 Car wash	07/23/2022	9.00
	07232022	Potting mix	07/23/2022	17.90
	07232022	Mini Golf inventory	07/23/2022	114.74
	07232022	industrial supplies, contact cement	07/23/2022	7.59
	07232022	Plumbing	07/23/2022	17.99
	07232022	Vertical Garden Flowers (using this code per Leslie)	07/23/2022	58.50
	07232022	Accidently charged a Dr. Pepper to credit card	07/23/2022	2.80
	07232022	bar oil, mix fuel	07/23/2022	56.97
	07232022	shirts	07/23/2022	59.98
	07232022	Duty pants C23	07/23/2022	75.00
	07232022	load lifting; securement equipment	07/23/2022	225.20
	07232022	C25 Car wash	07/23/2022	9.00
	07232022	Gatorade Parades	07/23/2022	91.20
	07232022	C08 Car wash	07/23/2022	9.00
	07232022	C01 Car wash	07/23/2022	13.00
	07232022	Safety vests	07/23/2022	95.94
	07232022	C04 Car wash	07/23/2022	9.00
	07232022	C18 to/from WLEA PO Basic - Gas	07/23/2022	76.51
	07232022	water	07/23/2022	25.96
	07232022	Irrigation	07/23/2022	10.52
	07232022	Training certificates for CPR/AED	07/23/2022	190.00
	07232022	supplies for directional signage	07/23/2022	20.98
	07232022	shovels	07/23/2022	269.97
	07232022	nit gloves	07/23/2022	55.98
	07232022	rags	07/23/2022	29.17
	07232022	C22 Car wash	07/23/2022	6.04
	07232022	KOM prizes	07/23/2022	9.49
	07232022	nitrile gloves, rubber approved sunscreen	07/23/2022	168.89
	07232022	lubricant, dust removal	07/23/2022	137.79
	07232022	Irrigation	07/23/2022	13.57
	07232022	supplies for directional signage	07/23/2022	28.17
	07232022	buckets ,scoop	07/23/2022	48.94
	07232022	KOM prizes	07/23/2022	77.73
	07232022	Marking paint & Chalk	07/23/2022	15.37
	07232022	C24 Car wash	07/23/2022	4.75
	07232022	saw blade; paint sprayer	07/23/2022	304.58
	07232022	kayaks for kayak program	07/23/2022	1,165.98
	07232022	Weed control	07/23/2022	49.99
	07232022	Blinds	07/23/2022	52.11
	07232022	Blinds	07/23/2022	13.02
	07232022	Blinds	07/23/2022	13.02
	07232022	Nozzles for sanitizer bottles	07/23/2022	46.50
	07232022 1	C05 transport to the shop from Lindsay lane	07/23/2022	270.00
	07232022 1	UPS Shipping	07/23/2022	148.21
	07232022 1	crew meeting w/Elevate WY	07/23/2022	43.61
	07232022 1	Annual membership	07/23/2022	170.00
	07232022 1	drinking water	07/23/2022	13.98

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	07232022 1	kayak for kayak program	07/23/2022	2,022.20
	07232022 1	C05 sensors	07/23/2022	600.08
	07232022 1	crew meeting w/Elevate WY	07/23/2022	26.34
	07232022 1	for pool chemicals	07/23/2022	75.00
	07232022 1	for pool chemicals	07/23/2022	75.00
	07232022 1	Metal	07/23/2022	20.40
	07232022 1	janitorial supplies	07/23/2022	7.99
	07232022 1	supplies for directional signage	07/23/2022	15.18
	07232022 1	Drill	07/23/2022	99.99
	07232022 1	Uniform laundering C16	07/23/2022	26.90
	07232022 1	Safety vests	07/23/2022	100.85
	07232022 1	spotify music for fitness classes	07/23/2022	9.99
	07232022 1	C17 Car wash	07/23/2022	9.00
	07232022 1	RETURN Vest casrrier C18	07/23/2022	76.50-
	07232022 1	runners stampede water cups	07/23/2022	16.47
	07232022 1	C06 Car wash	07/23/2022	9.00
	07232022 1	C11 Car wash	07/23/2022	5.14
	07232022 1	C16 Car wash	07/23/2022	15.00
	07232022 1	Water, gatorade, plates	07/23/2022	88.54
	07232022 1	C04 Car wash	07/23/2022	9.00
	07232022 1	C17 Car wash	07/23/2022	9.00
	07232022 1	C20 Car wash	07/23/2022	9.00
	07232022 1	C12 Car wash	07/23/2022	9.00
	07232022 1	C21 Car wash	07/23/2022	9.00
	07232022 1	snacks for runners stampede	07/23/2022	26.97
	07232022 1	C19 Car wash	07/23/2022	9.00
	07232022 1	fanless PC stick for windows 11 pro - 3	07/23/2022	659.97
	07232022 1	C18 to/from WLEA PO Basic - Gas	07/23/2022	48.15
	07232022 1	shirts	07/23/2022	59.97
	07232022 1	propane	07/23/2022	44.18
	07232022 1	propane	07/23/2022	2.32
	07232022 1	C23 Car wash	07/23/2022	9.00
	07232022 1	Tasers, cartridges, power mags, downloader cable	07/23/2022	9,963.16
	07232022 1	mold for city key(s)	07/23/2022	120.00
	07232022 1	Fo1 lights	07/23/2022	171.98
	07232022 1	C03 reflector and decal accident repairs	07/23/2022	102.85
	07232022 1	Monitor stands	07/23/2022	62.30
	07232022 1	Irrigation	07/23/2022	305.50
	07232022 1	shop bulbs	07/23/2022	176.38
	07232022 1	floor dry, shop towels	07/23/2022	60.56
	07232022 1	def	07/23/2022	232.31
	07232022 1	C15 Car wash	07/23/2022	9.00
	07232022 1	filters SC009 SC007	07/23/2022	9.98
	07232022 1	filter A15 A11 A05 K32G, battery A09, fuel cleaner A102, wipers A05	07/23/2022	217.31
	07232022 1	filter B06 B19 B07 I03, capsule B07	07/23/2022	87.66
	07232022 1	filter H03 G07 F07 D14 F01, Clamp G07 F07, Capsule F07, seal D01	07/23/2022	698.92
	07232022 1	brake cleaner, tool oil	07/23/2022	81.25
	07232022 1	leak detection tool	07/23/2022	340.93
	07232022 1	filter and paint D10	07/23/2022	215.20
	07232022 1	filters B27	07/23/2022	22.39
	07232022 1	screws	07/23/2022	2.67
	07232022 1	Irrigation	07/23/2022	3.58
	07232022 1	middle school life sports bowling	07/23/2022	330.00
	07232022 1	Dinosaur Museum for KOM	07/23/2022	390.00
	07232022 1	police tire	07/23/2022	127.00
	07232022 1	C14 Car wash	07/23/2022	9.00
	07232022 1	B14 windshield	07/23/2022	350.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	07232022 1	G05 switch	07/23/2022	202.93
	07232022 1	1 1/2" sweeps	07/23/2022	84.59
	07232022 1	Class A Pants C18	07/23/2022	61.19
	07232022 1	bowl brush	07/23/2022	7.59
	07232022 1	bowl brush	07/23/2022	7.59
	07232022 1	zip ties	07/23/2022	13.07
	07232022 1	Knack database subscription	07/23/2022	23.81
	07232022 1	Knack database subscription	07/23/2022	87.30
	07232022 1	Knack database subscription	07/23/2022	15.87
	07232022 1	Knack database subscription	07/23/2022	7.94
	07232022 1	Knack database subscription	07/23/2022	7.94
	07232022 1	Knack database subscription	07/23/2022	71.43
	07232022 1	Knack database subscription	07/23/2022	23.81
	07232022 1	Knack database subscription	07/23/2022	15.87
	07232022 1	Knack database subscription	07/23/2022	7.94
	07232022 1	Knack database subscription	07/23/2022	55.55
	07232022 1	Knack database subscription	07/23/2022	126.98
	07232022 1	Knack database subscription	07/23/2022	95.23
	07232022 1	Knack database subscription	07/23/2022	253.95
	07232022 1	Rugs for KOM	07/23/2022	145.47
	07232022 1	Spigots for the KOM water coolers.	07/23/2022	44.95
	07232022 1	Shop supplies	07/23/2022	33.99
	07232022 1	meter washers	07/23/2022	14.40
	07232022 1	coffee	07/23/2022	30.72
	07232022 1	hoses	07/23/2022	55.20
	07232022 1	kom supplies	07/23/2022	78.59
	07232022 1	Irrigation	07/23/2022	34.69
	07232022 1	C18 to/from WLEA PO Basic - Gas	07/23/2022	85.36
	07232022 1	Cleaning/bathroom supplies	07/23/2022	72.66
	07232022 1	batteries	07/23/2022	87.90
	07232022 1	cutlery	07/23/2022	24.92
	07232022 1	Irrigation	07/23/2022	96.30
	07232022 1	Hex Head C01, Bushing C05	07/23/2022	3.97
	07232022 1	C10 Car wash	07/23/2022	9.00
	07232022 1	Duty Shoes C08	07/23/2022	144.95
	07232022 1	Utilities	07/23/2022	122.86
	07232022 1	Utilities	07/23/2022	227.41
	07232022 1	Utilities	07/23/2022	10,286.98
	07232022 1	Utilities	07/23/2022	164.11
	07232022 1	Utilities	07/23/2022	272.43
	07232022 1	Utilities	07/23/2022	132.10
	07232022 1	Utilities	07/23/2022	.53
	07232022 1	Utilities	07/23/2022	79.00
	07232022 1	Utilities	07/23/2022	322.73
	07232022 1	Utilities	07/23/2022	30.52
	07232022 1	Utilities	07/23/2022	490.42
	07232022 1	Utilities	07/23/2022	69.51
	07232022 1	Utilities	07/23/2022	7.14
	07232022 1	Utilities	07/23/2022	87.47
	07232022 1	Utilities	07/23/2022	222.03
	07232022 1	Utilities	07/23/2022	.44
	07232022 1	Utilities	07/23/2022	176.44
	07232022 1	toner	07/23/2022	109.99
	07232022 1	Duty shirts DCI TFO C07	07/23/2022	130.97
	07232022 1	extension cords	07/23/2022	23.50
	07232022 1	Utilities	07/23/2022	351.09
	07232022 1	headphone adapter and charger	07/23/2022	40.99
	07232022 1	Utilities	07/23/2022	1,572.66

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	07232022 1	Utilities	07/23/2022	4,942.90
	07232022 1	Utilities	07/23/2022	378.62
	07232022 1	Utilities	07/23/2022	382.22
	07232022 1	Utilities	07/23/2022	666.49
	07232022 1	Utilities	07/23/2022	8,406.43
	07232022 1	Utilities	07/23/2022	1,403.32
	07232022 1	Utilities	07/23/2022	.09
	07232022 1	Utilities	07/23/2022	6,033.03
	07232022 1	Utilities	07/23/2022	6,030.12
	07232022 1	Utilities	07/23/2022	15.79
	07232022 1	Utilities	07/23/2022	744.17
	07232022 1	Utilities	07/23/2022	1,197.97
	07232022 1	Utilities	07/23/2022	1,197.97
	07232022 1	Utilities	07/23/2022	303.34
	07232022 1	Utilities	07/23/2022	816.67
	07232022 1	Utilities	07/23/2022	42.15
	07232022 1	Utilities	07/23/2022	16.62
	07232022 1	Utilities	07/23/2022	4.23
	07232022 1	Utilities	07/23/2022	153.61
	07232022 1	First Aid supplies	07/23/2022	929.61
	07232022 1	Irrigation	07/23/2022	10.08
	07232022 1	Credit card readers	07/23/2022	291.98
	07232022 1	MG food to sell	07/23/2022	28.44
	07232022 1	KOM supplies	07/23/2022	127.60
	07232022 1	wrenches	07/23/2022	41.55
	07232022 1	C04 Evidence/UA to Lab 22-474	07/23/2022	7.66
	07232022 1	epoxy	07/23/2022	31.97
	07232022 1	Virtual training - C23	07/23/2022	150.00
	07232022 1	rec vacancy	07/23/2022	95.40
	07232022 1	Police Vacancies	07/23/2022	477.00
	07232022 1	Admin IT vacancy	07/23/2022	135.00
	07232022 1	HEO vacancy	07/23/2022	143.00
	07232022 1	parks vacancy	07/23/2022	43.84
	07232022 1	electric inspection vacancy rfq	07/23/2022	166.40
	07232022 1	rec center marketing	07/23/2022	400.00
	07232022 1	audit	07/23/2022	169.15
	07232022 1	advertising budget	07/23/2022	301.00
	07232022 1	liquor license renewal advertising	07/23/2022	1,278.90
	07232022 1	concerts in the park	07/23/2022	432.00
	07232022 1	minutes and other legal advertising	07/23/2022	2,750.50
	07232022 1	C04 bolts	07/23/2022	42.19
	07232022 1	Raw water repair parts	07/23/2022	54.04
	07232022 1	KOM movie, How to Train your Dragon	07/23/2022	406.00
	07232022 1	C12 Car wash	07/23/2022	9.00
	07232022 1	C06 Car wash	07/23/2022	9.00
	07232022 1	B07 connector	07/23/2022	48.16
	07232022 1	Duty shirts C11	07/23/2022	98.93
	07232022 1	usb hard drive	07/23/2022	1,073.65
	07232022 1	rec vacancy	07/23/2022	111.00
	07232022 1	admin it vacancy	07/23/2022	172.50
	07232022 1	police officer vacancy	07/23/2022	230.00
	07232022 1	HEO vacancy	07/23/2022	135.00
	07232022 1	parks vacancy	07/23/2022	61.00
	07232022 1	random drug testing	07/23/2022	180.00
	07232022 1	random drug testing	07/23/2022	90.00
	07232022 1	random drug testing	07/23/2022	18.00
	07232022 1	random drug testing	07/23/2022	81.00
	07232022 1	random drug testing	07/23/2022	54.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	07232022 1	random drug testing	07/23/2022	27.00
	07232022 1	random drug testing	07/23/2022	72.00
	07232022 1	KOM supplies	07/23/2022	58.80
	07232022 1	C03&C04 parts	07/23/2022	1,128.19
	07232022 1	C04 hyd cylinder	07/23/2022	8,352.21
	07232022 1	Shop supplies	07/23/2022	10.48
	07232022 1	rubber good shipping for testing	07/23/2022	478.81
	07232022 1	uniform embroidery	07/23/2022	182.00
	07232022 1	C09 Car wash	07/23/2022	9.00
	07232022 1	K 36 tire	07/23/2022	20.53
	07232022 1	for swamp coolers	07/23/2022	29.97
	07232022 1	boots	07/23/2022	159.99
	07232022 1	Embossed stationery - Mayor	07/23/2022	286.90
	07232022 1	air filter	07/23/2022	26.44
	07232022 1	Irrigation	07/23/2022	38.74
	07232022 1	FR shirts	07/23/2022	489.93
	07232022 1	FR shirts	07/23/2022	605.44
	07232022 1	propane	07/23/2022	26.37
	07232022 1	propane	07/23/2022	1.38
	07232022 1	C10 Car wash	07/23/2022	9.00
	07232022 1	pens and engraved door plate	07/23/2022	19.96
	07232022 1	west ave rw parts	07/23/2022	1,336.40
	07232022 1	steel tubing, welding supplies	07/23/2022	251.88
	07232022 1	C04 Car wash	07/23/2022	9.00
	07232022 1	west ave raw water project	07/23/2022	2,244.23
	07232022 1	curb stops	07/23/2022	1,540.75
	07232022 1	KOM craft supplies	07/23/2022	26.98
	07232022 1	station 1 adobe pro	07/23/2022	538.80
	07232022 1	monitors	07/23/2022	4,721.93
	07232022 1	Concrete anchors	07/23/2022	6.61
	07232022 1	Irrigation	07/23/2022	611.00
	07232022 1	west ave pvc sleeves	07/23/2022	62.02
	07232022 1	Baseball flags	07/23/2022	144.06
	07232022 1	C04 metal	07/23/2022	22.24
	07232022 1	pens	07/23/2022	9.51
	07232022 1	repairs to boilers and HVAC at Rec	07/23/2022	300.00
	07232022 1	3"" couplings, marking tape	07/23/2022	81.12
	07232022 1	glue for city hall counters	07/23/2022	7.59
	07232022 1	Duty pants C23	07/23/2022	123.30
	07232022 1	C06 Duty pants	07/23/2022	164.00
	07232022 1	Toner Cartridge, Dividers and Calculator Ink Roller	07/23/2022	97.06
	07232022 1	hydro nozzles	07/23/2022	96.54
	07232022 1	C07 Car wash	07/23/2022	9.00
	07232022 1	led marker	07/23/2022	6.95
	07232022 1	runners stampede shirts	07/23/2022	1,081.66
	07232022 1	runners stampede shirts	07/23/2022	1,081.65
	07232022 1	Stiffners	07/23/2022	15.14
	07232022 1	isoprpyl alc	07/23/2022	37.99
	07232022 1	Grantwatch Subscription	07/23/2022	199.00
	07232022 1	Shop supplies	07/23/2022	37.80
	07232022 1	spray paint	07/23/2022	40.73
	07232022 1	paint	07/23/2022	67.93
	07232022 1	Batteries	07/23/2022	7.08
	07232022 1	Binder and page protectors	07/23/2022	13.94
	07232022 1	Sanitizer	07/23/2022	5.88
	07232022 1	disposal cleaner, soap, hand cleaner	07/23/2022	19.83
	07232022 1	Sunscreen and safety glass cleaner	07/23/2022	12.46
	07232022 1	coffee and filters	07/23/2022	15.40

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	07232022 1	coffee	07/23/2022	27.84
	07232022 1	K06 caps	07/23/2022	8.00
	07232022 1	C18 to/from WLEA PO Basic - Gas	07/23/2022	75.56
	07232022 1	B09 tires	07/23/2022	556.64
	07232022 1	Duty Pants - DCI TFO C07	07/23/2022	329.16
	07232022 1	Internet SSD - five total	07/23/2022	419.93
	07232022 1	C19 Car wash	07/23/2022	4.00
	07232022 1	C10 Car wash	07/23/2022	9.00
	07232022 1	SSD Mw - two	07/23/2022	424.95
	07232022 1	Irrigation	07/23/2022	48.09
	07232022 1	propane	07/23/2022	21.95
	07232022 1	propane	07/23/2022	1.15
	07232022 1	First aid kit for shop, eye wash	07/23/2022	195.15
	07232022 1	C04 Evidence/UA to Lab 22-507, 510, 513	07/23/2022	7.66
	07232022 1	SDD	07/23/2022	221.54
	07232022 1	Weed control	07/23/2022	32.97
	07232022 1	epoxy	07/23/2022	16.47
	07232022 1	kom movies	07/23/2022	335.00
	07232022 1	KOM Staff shirts	07/23/2022	115.00
	07232022 1	Risk Assessments	07/23/2022	300.60
	07232022 1	pickleballs	07/23/2022	299.90
	07232022 1	Voided receipt removing tax	07/23/2022	12.48
	07232022 1	RV water station repair parts	07/23/2022	29.78
	07232022 1	Budget binding	07/23/2022	12.00
	07232022 1	Webcam, tool set, wrist and mouse rest, switch, wireless mouse, adapter DONHAM	07/23/2022	204.02
	07232022 1	tool bag	07/23/2022	22.44
	07232022 1	K06 tires	07/23/2022	193.11
	07232022 1	G06 Hyd cylinder	07/23/2022	880.68
	07232022 1	Voided receipt removing tax	07/23/2022	12.48-
	07232022 1	C17 Car wash	07/23/2022	9.00
	07232022 1	hand tools	07/23/2022	108.91
	07232022 1	lab supplies	07/23/2022	326.21
	07232022 1	drinking water	07/23/2022	26.32
	07232022 1	Legion bleachers	07/23/2022	535.92
	07232022 1	floor dry	07/23/2022	49.96
	07232022 1	C17 Car wash	07/23/2022	9.00
	07232022 1	Mound rebuild junior/senior	07/23/2022	150.00
	07232022 1	PRE-EMPLOYMENT DRUG TEST	07/23/2022	45.00
	07232022 1	Postage Machine Lease FY21-22	07/23/2022	483.08
	07232022 1	Postage Machine Lease FY22-23	07/23/2022	241.54
	07232022 1	Kleenex	07/23/2022	65.98
	07232022 1	CONVERTER ADAPTER	07/23/2022	17.69
	07232022 1	Tools	07/23/2022	139.99
	07232022 1	15 PIN POWER SPILTTER CABLE	07/23/2022	8.95
	07232022 1	hole saw	07/23/2022	29.97
	07232022 1	DIRECT DEPOSIT SLIPS	07/23/2022	520.88
	07232022 1	paint cleaner	07/23/2022	29.97
	07232022 1	Legion bleachers	07/23/2022	55.94
	07232022 1	Wireless keyboard DONHAM	07/23/2022	21.99
	07232022 1	C22 Car wash	07/23/2022	7.65
	07232022 1	Community Engagement - Breakfast meeting with Park 6 Superintendant	07/23/2022	28.92
	07232022 1	bleach	07/23/2022	6.98
	07232022 1	community cpr	07/23/2022	70.00
	07232022 1	pipe inserts	07/23/2022	111.72
	07232022 1	pipe inserts	07/23/2022	111.72

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				137,196.30
Total WELLS FARGO COMMERCIAL CARD (132565):				137,196.30
WYOMING ASSOCIATION OF MUNICIPALITIES (10770)				
	17144	2023 WAM DUES	07/06/2022	12,487.00
Total :				12,487.00
Total WYOMING ASSOCIATION OF MUNICIPALITIES (10770):				12,487.00
WYOMING CHILD SUPPORT (132047)				
	7142022	Garnishment Case # 203808	07/14/2022	134.70
	72022	Garnishment Case # 203808	07/20/2022	134.70
Total :				269.40
Total WYOMING CHILD SUPPORT (132047):				269.40
ZIVARO INC (131755)				
	ICO456136	EVAULT CLOUD DATA STORAGE	07/19/2022	28.24
	ICO456136	EVAULT CLOUD DATA STORAGE	07/19/2022	282.40
	ICO456136	EVAULT CLOUD DATA STORAGE	07/19/2022	9.41
	ICO456136	EVAULT CLOUD DATA STORAGE	07/19/2022	28.24
	ICO456136	EVAULT CLOUD DATA STORAGE	07/19/2022	56.48
	ICO456136	EVAULT CLOUD DATA STORAGE	07/19/2022	37.65
	ICO456136	EVAULT CLOUD DATA STORAGE	07/19/2022	367.12
	ICO456136	EVAULT CLOUD DATA STORAGE	07/19/2022	47.07
	ICO456136	EVAULT CLOUD DATA STORAGE	07/19/2022	28.24
	ICO456136	EVAULT CLOUD DATA STORAGE	07/19/2022	28.24
	ICO456136	EVAULT CLOUD DATA STORAGE	07/19/2022	28.25
Total :				941.34
Total ZIVARO INC (131755):				941.34
Grand Totals:				528,252.30
Payroll Total			7/17/2022	299,593.00
Total				827,845.30

AGENDA ITEM SUMMARY REPORT
Contract for Services – Recycling Center

ACTION TO BE TAKEN:

Authorize the Mayor to sign the contract for services between Park County and the City of Cody for recycling center services.

SUMMARY OF INFORMATION:

In July 2022, Park County awarded \$2,500 in funding to the City of Cody for the recycling center operations for the Fiscal Year 2022-2023. The award will be paid out in quarterly installments of \$625.00.

FISCAL IMPACT

The Solid Waste Fund will receive \$2,500 in additional contributions revenue for the recycling center program.

ATTACHMENTS

1. Contract for Services

CONTRACT FOR SERVICES

City of Cody - Recycling Center

I. PARTIES:

This Contract is made and entered into by and between the City of Cody - Recycling Center, Cody, Wyoming 82414, who shall be known hereinafter as the City of Cody - Recycling Center and Park County, Wyoming, 1002 Sheridan Avenue, Cody, Wyoming, 82414, who shall be known hereinafter as the "County". The County is authorized to fund entities providing community services pursuant to Wyoming Statute §18-2-101; and the City of Cody - Recycling Center, has requested funds from the County to perform community service. In consideration of the mutual understandings as herein set forth, the City of Cody - Recycling Center and the County agree as follows:

II. PURPOSE OF CONTRACT:

The purpose of this contract is to delineate the responsibilities of the City of Cody - Recycling Center and the County regarding the funding and performance of community service.

III. TERM OF CONTRACT:

The term of this Contract is for Fiscal Year 2022-23 (July 1, 2022 through June 30, 2023). Please return all signed vouchers with this contract, payment will be automatically generated each quarter.

IV. RESPONSIBILITIES OF CITY OF CODY - RECYCLING CENTER:

The City of Cody - Recycling Center will use the funds provided by the County for continued community service for those purposes specifically stated in the application.

V. RESPONSIBILITIES OF THE COUNTY:

Provide funds in the amount of **\$2,500.00** to be disbursed in 4 (Four) Quarterly Installments. They are payable to the City of Cody - Recycling Center upon receipt of a signed Park County Voucher and approval of the voucher by the Board of County Commissioners. No funds can be paid after June 30, 2023.

VI. GENERAL PROVISIONS:

i. Termination of Contract.

This contract may be immediately terminated if the City of Cody - Recycling Center *fails to perform* substantially in accordance with the terms of the Contract. Administrative, contractual, and/or legal remedies, as determined by the County, will be implemented if it appears that the City of Cody - Recycling Center has breached or faulted on this contract.

ii. Assignment.

The City of Cody - Recycling Center may neither assign its rights nor delegate its duty as set forth in this Contract without the prior written consent of the County, and is prohibited from subcontracting, transferring, conveying, subletting, or otherwise disposing of this Contract or its rights, title or interest therein, or its power to execute such Contract, to any person, company, or corporation, without the written consent of the County.

iii. Wyoming Law Governs.

The laws of the State of Wyoming shall govern the construction, interpretation and enforcement of this contract, and the Courts of the State of Wyoming shall have jurisdiction over any action arising out of this contract.

iv. No Kickbacks.

The City of Cody - Recycling Center certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor any fees, commissions, gifts, or other considerations were given contingent on the award of the Contract.

v. Non-discrimination.

In carrying out the responsibilities of this contract, the City of Cody - Recycling Center shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin.

vi. **Americans with Disabilities Act.**

The City of Cody - Recycling Center agrees that it will not discriminate against a qualified individual with a disability pursuant to laws set forth in the Americans With Disabilities Act and/or any properly promulgated rules and regulations related thereto, and the President further agrees to assume liability for the acts or omissions of the City of Cody - Recycling Center or its employees or agents during the performance of this Contract, to the extent such acts of omission might otherwise create liability on the part of the County.

vii. **Personnel.**

City of Cody - Recycling Center represents that it has, or will have, secured all personnel required in performing the responsibilities under the Contract. Such personnel shall not be employees of the County. All the responsibilities required hereunder shall be performed by the City of Cody - Recycling Center, or under its supervision, and all personnel engaged in the work shall be fully qualified.

viii. **Changes, modifications, revisions, and amendments.**

Any changes, modifications, revisions, or amendments to this Contract, which are mutually agreed upon by and between both parties to this Contract shall be incorporated by written instrument, executed, and signed by both parties to this Contract.

ix. **Prior Approval.**

This contract shall not be binding upon either party, unless this Contract has been reduced to writing and subscribed under the terms of this Contract, and unless both parties approve this Contract.

x. **Assumption of debt.**

It is not the intent of either party to this Contract by entering into this Contract to assume any liability for any debt or obligations incurred by either party to this Contract.

xi. **Immunity.**

By entering into this Contract, the County does not waive any immunity afforded by law.

VII. SIGNATURES

IN WITNESS THEREOF, the parties to this Contract through their duly authorized representatives have executed this Contract on the dates set out below and certifies that they have read, understood, and agreed, to the terms and conditions of this Contract as set forth herein.

By: City of Cody - Recycling Center

Date

**BOARD OF COUNTY COMMISSIONERS
PARK COUNTY, WYOMING**

APPROVED AND SIGNED:

Dossie Overfield, Chairwoman

Scott Mangold, Vice-Chairman

Lee Livingston, Commissioner

Joe Tilden, Commissioner

Lloyd Thiel, Commissioner

SEAL:

ATTEST:

Colleen Renner, Park County Clerk



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 Brian Walker

Organization Represented Cody Craft Brewing

Date you wish to appear before the Council August 2nd, 2022

Email Address brian@codycraftbrewing.com Telephone 307-250-3748

Names of all individuals who will speak on this topic Brian Walker

Event Title (if applicable) N/A

Date(s) of Event (if applicable) N/A

Location of Event (if applicable) N/A

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) Cody Craft Brewing wishes

to be able to sell canned, alcoholic "seltzers" for on-site consumption. We have had many, many

requests from patrons who, when with their party, would prefer a low-calorie, non-beer alternative

Our thought is to offer a canned seltzer (4% ABV to 5% ABV, like beer) for on-site consumption,

served by our trained staff only. These beverages are fermented beverages just like our beer, but

as we are not tooled to brew this product, we would look to buy from a wholesaler such as Tanager.

Examples of products like this are: Truly, White Claw, Seltzy, etc. - these products contain NO spirits.

NOTE: *Cody Craft Brewing is pursuing proper licensing from the State of Wyoming prior to any sale*

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

Signature P. B. Baker Date 7/14/2022

City of Cody, City Hall HVAC Upgrade

ACTION TO BE TAKEN

Request City Council to allow the Mayor to enter into an agreement with A.C.E., Inc. (Engineering Construction Engineering), to provide professional engineering, design/construction and administration services for the City Hall HVAC system upgrade.

SUMMARY OF INFORMATION

The City Council had taken action to approve the funding of the City Hall HVAC system. The money allocated was \$250,000.

After having A.C.E., Inc. come through and do a needs assessment, we have decided to concentrate on the Nichol Mall side of City Hall.

The engineering scope of work would include the addition of infectious disease control measures.

It will also include the replacement of 5 roof top units with code required fresh air, economizers, enhanced filtration and UV lights.

A.C.E., Inc. shall provide professional services including:

- Conceptual Narrative for approval
- Estimates for approval
- Schematic Design
- Design Development
- Construction Documents
- Construction Administration

We would like to recommend that the City of Cody enter into a contract with A.C.E. Inc. for Engineering services not to exceed \$13,360.

FISCAL IMPACT

A.C.E., Inc. contract not to exceed \$13,360.

ALTERNATIVES

1. Enter into agreements with A.C.E., Inc.
2. Deny the agreements.

3. Alter the agreement.

ATTACHMENTS

A.C.E., Inc. contract

AGENDA & SUMMARY REPORT TO

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

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

Todd Meling, Associated Construction Engineering, Inc. (406) 245-0136



July 18, 2022

Mr. Mike Fink
City of Cody
P.O. Box 2200
Cody, WY 82414

RE: Professional Engineering Services Fee Proposal
Cody City Hall – HVAC Renovations **Revised**
A.C.E. Job # 22BL5520

Dear Mike:

Thank you for the opportunity to submit the following professional engineering fee proposal to you for the above-referenced project.

It is our understanding that the proposed project consists of the renovation of specific areas of the building HVAC system including the addition of infectious disease control measures in the HVAC systems. **This will include the replacement of 5 roof top units with no zone changes and re-using the existing ductwork. New units will include code required fresh air, economizers, enhance filtration and UV lights.**

A.C.E., Inc. shall provide professional engineering design/construction administration services including:

- Conceptual Narrative for approval
- Estimates for approval
- **Schematic Design**
- **Design Development**
- **Construction Documents**
- **Construction Administration**

These services will be inclusive of the following systems:

- HVAC Systems
- Plumbing Systems
- Temperature Control Systems
- Electrical Power Systems

We have not included any site utility/civil work in this proposal. All work is limited to within five (5) feet of the building perimeter.

This project will be delivered electronically in a PDF format.

Also, all of our projects will be covered by our \$2,000,000 Professional E&O Insurance Policy.

We have included in-house printing for our use only. No reproduction of documents for bidding, reviews, etc...is included. However, we will provide these services as directed in addition to our base fee at direct cost to ACE Inc. plus 10% for handling.

Based on the above, we propose a Fixed Base Fee of \$2,960.00 **(original scope) which will be in addition to the following design scope and fee:**

New Scope:

Schematic Design	\$ 1,336
Design Development	\$ 2,004
Construction Documents	\$ 8,016
Bidding	\$ 267
Construction Administration	\$ <u>1,737</u>
(1) Punchlist Site Visit	
TOTAL	\$ 13,360

All payments are due thirty (30) days after receipt of invoice. Accounts sixty (60) days past due will be assessed interest on the unpaid balance at an annual rate of 10%.

If the above terms and conditions are agreeable to you, please sign and date both copies of this proposal, and return one executed copy to our office. Our receipt of the signed agreement will serve as our notice to proceed. Please advise us of the project schedule as soon as possible so that we may appropriately assign resources to meet your expectations.

Sincerely,



Todd A. Meling, PE, LEED A/P
Vice President
Associated Construction Engineering, Inc.

TAM/aas

Accepted By: (Name)

Title

Date:

cc: Ms. Darla Larson; A.C.E. Belgrade

Cody, WY City Hall

MECHANICAL INVESTIGATION REPORT

April 2022

ACE JOB # 22BL5520



Facility Summary

The Cody, WY City Hall was built around 1938 (currently 84 years old). The facility houses office spaces, conference rooms, storage rooms, etc. The intent is to update the building HVAC systems to accommodate occupant comfort and code required fresh air.

Owner:

City of Cody, Wyoming

Site Inspection

A site inspection was conducted April 25, 2022. The inspection was conducted by ACE representatives, Christian Hogan and Todd Meling. Maintenance manager Mike Fink was present during the beginning of our inspection. Interviews of occupants were conducted to identify complaints and issues. Points of interests identified, fresh air (building gets stuffy), thermal comfort of occupants, building code compliance, and air filtration (Covid-19).

History

The facility was built around 1938. Major renovations have been conducted however no plans were found.

Report Abbreviations

Throughout the report the following abbreviations are utilized for brevity to keep report length shortened.

IBC: International Building Code

IMC: International Mechanical Code

IPC: International Plumbing Code

IFC: International Fire Code

IECC: International Energy Conservation Code

NEC: National Electrical Code

NFPA: National Fire Protection Association

IECC: International Energy Conservation Code

GFCI: Ground Fault Circuit Interrupting

TBB: Telephone Back Board

CCTV: Closed Circuit Television

MECHANICAL INVESTIGATION REPORT – CODY, WY CITY HALL

Organization of Report:

The mechanical report is organized into two sections, the first section includes mechanical infrastructure and the second section includes mechanical systems recommendations. The first section titled “Mechanical Infrastructure” includes mechanical equipment for ventilation.

The “Mechanical Analysis - Recommendations” lays out multiple recommendations in varying price ranges to improve or replace the building’s mechanical system.

Mechanical systems inspected include the following:

- Heating Ventilation and Air Conditioning (HVAC) systems.
- Temperature controls.

MECHANICAL ANALYSIS - INFRASTRUCTURE:

Building HVAC System

Description:

The HVAC system throughout the building consists of five (5) furnaces with economizers, one (1) roof top unit with economizer, and four (4) roof top units with no economizer or fresh air intake. Restrooms are exhausted with ceiling exhaust fans and a roof mounted down blast exhaust fan. See Figure 1 for existing zone plan.

Furnaces 1 through 5 and the single roof top unit with economizer serve the city hall side. The furnaces appear to be in fairly good condition. The roof top unit with economizer appear to be old and in poor condition. The four (4) roof top units without economizers serve the Nichol Mall side and appear to be old and in poor condition. Exact install date is unknown.

Furnaces one (1) through five (5) are all five (5) ton units with coil manufacture dates of February 2011 (approximately 11 years old). Documentation on the economizers state to fully shut down return air when outside air is being used. Economizers operate based on outside air temperature and/or humidity. The economizer provides “free cooling” when the air conditioning unit is calling for cooling and the above conditions are met. Furnaces serve the following areas:

F-1: Admin Services

F-2: Reception

F-3: Council Chamber

F-4: Assessor’s Office

F-5: Basement

The single roof top unit with economizer is a three (3) ton unit with a heating input of 120 MBH has a manufacture date of September 2000 (approximately 22 years old). This unit serves the IT office, two (2) adjacent offices, and corridor in front of the IT office.

The four (4) roof top units serving the Nichol Mall are four (4) ton units with 90 MBH of input heating have manufacture dates of July 2002 (approximately 20 years old). These units serve Meeker Insurance Office, Big Horn Credit Office, D.A. Davidson Office, and office spaces. The main corridor between these areas are served by transfer grills from the office spaces. There is no direct ventilation of the main corridor. The Nichol Mall is also served by multiple cove heaters in the offices and main corridor for supplemental heat.

HVAC System Issues/Recommendations:

1. ASHRAE Recommended service life for a packaged roof top unit is 15 years. ASHRAE Recommended service life for a furnace unit is 18 years. The five roof top units are 20 years or older and are at the end of their recommended service life. We recommend replacement of the roof top HVAC systems.
2. The existing HVAC systems are not currently providing code required minimum fresh air to the building. This needs to be remedied. Recommendation options are listed below.
3. Four roof top units serving the Nichol Mall have no fresh air capabilities at all, including no minimum fresh air or economizer. This needs to be remedied. Recommendation options are listed below.
4. Complaints on zoning were noted. More expensive alternatives below will most adequately address increased zoning. Other less successful zoning methods are options that we can discuss if Option #1 is out the acceptable budget range.

MECHANICAL ANALYSIS – Recommendations/Options for HVAC System Replacement and Improvements:

Option #1:

Replace roof top units and furnaces with new packaged VAV roof top units (gas/DX) with energy wheels ducted to VAV boxes with hydronic reheat for zone control. Install boilers in the basement mechanical room currently housing furnaces 3-5 for the VAV reheat. See figure 2 for zoning. This system would give multiple spaces thermostat control, allow for large amounts of outside air, and installation of MERV 13 filters for Covid-19 mitigation.

Budget Cost: \$775,000.00 - \$850,000.00

Option #2:

Replace roof top units and furnaces with new single zone roof top units with energy wheels and zone dampers. See figure 2 for zone damper zoning. This system would give multiple spaces control, allow for large amounts of outside air, and installation of MERV 13 filters for Covid-19 mitigation. This system gives less space control and is not as efficient as Option #1.

Budget Cost: \$500,000.00 - \$575,000.00

Option #3:

Keep furnaces and replace roof top units with new single zone roof top units. Reprogram economizers to operate with minimum OA air. Relocate thermostats for furnaces for better temperature control. New RTUs would meet outside air requirements. New RTUs would allow for MERV 13 filters for Covid-19 mitigation. See figure 3 for option #3 zoning.

Budget Cost: \$275,000.00 - \$350,000.00

Figure 1: Existing Zone Plan

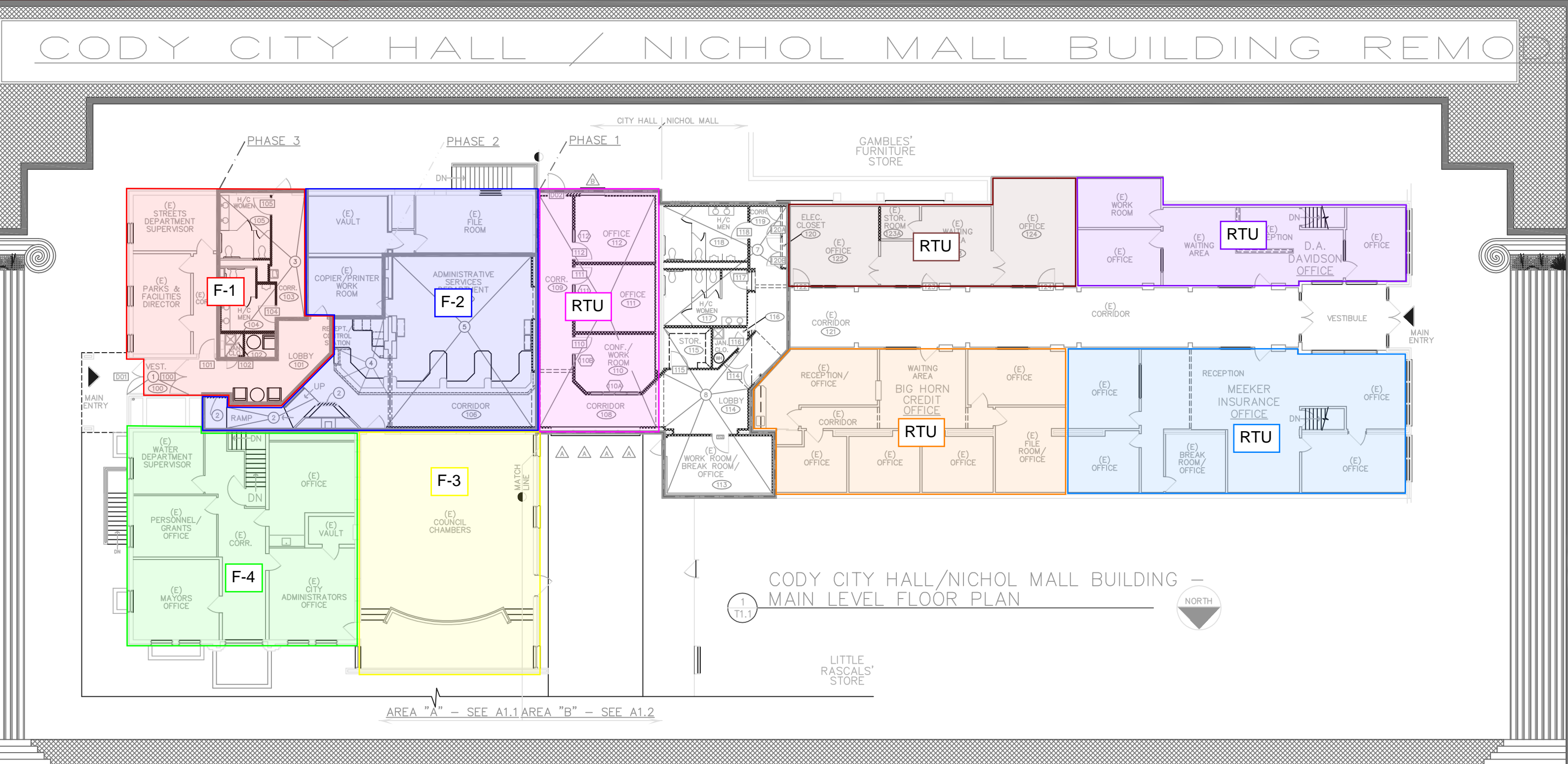


Figure 2: Option #1 VAV Zone Plan or Option #2 Zone Damper Zone Plan

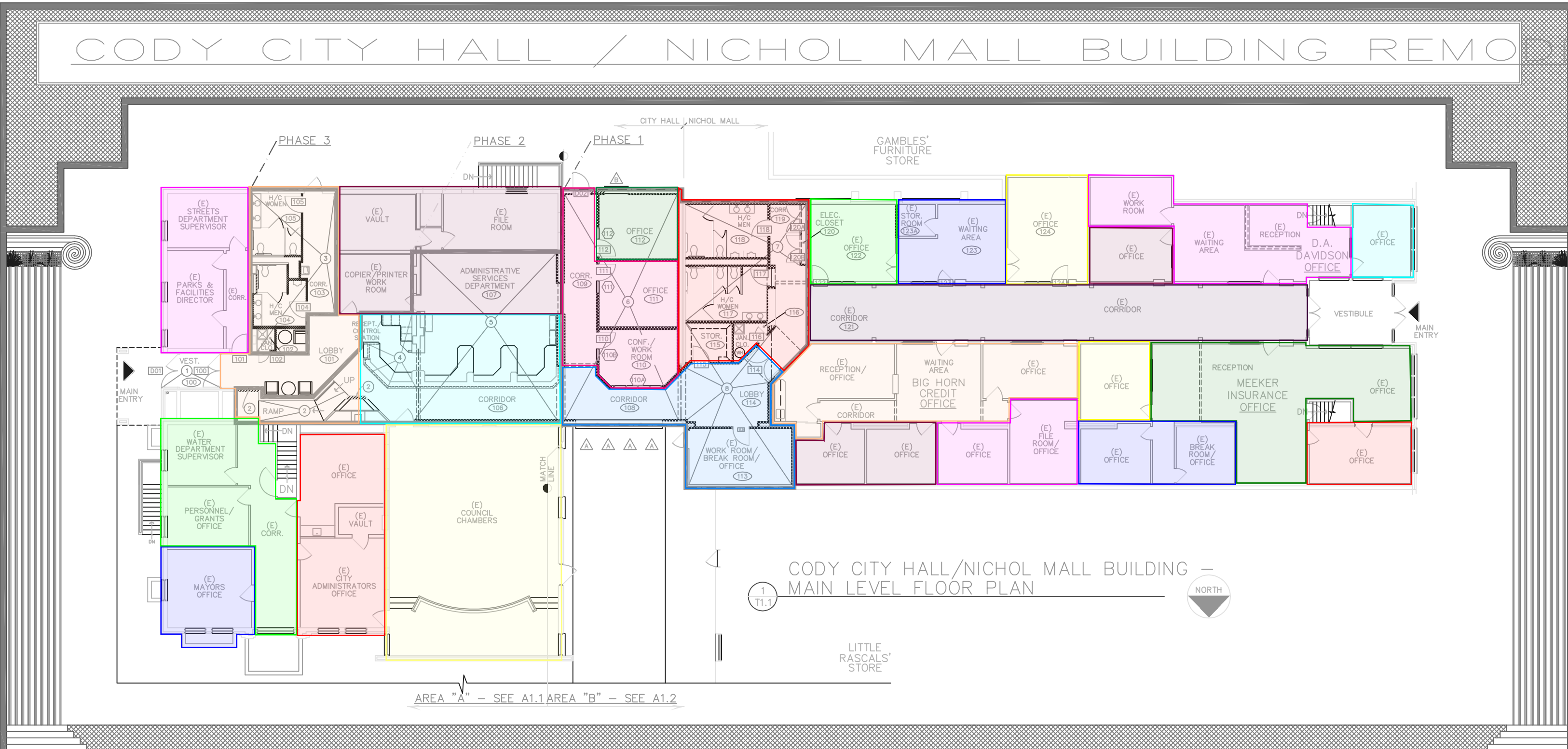
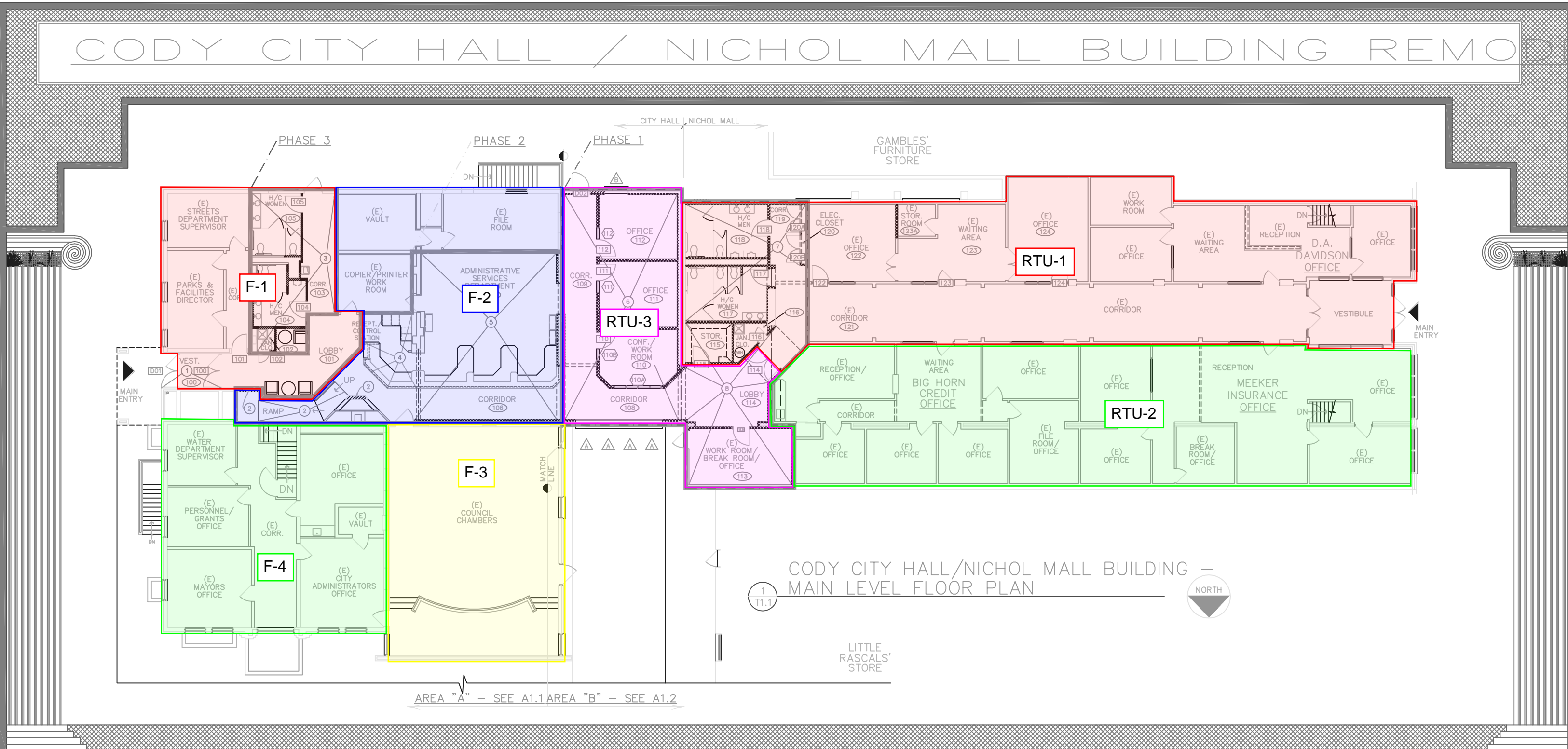


Figure 3: Option #3 RTU/Furnace Zone Plan





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 AaronBuck

Organization Represented Yellowstone Regional Airport

Date you wish to appear before the Council 8/2/2022

Email Address aaronb@flyyra.com Telephone _____

Names of all individuals who will speak on this topic Aaron buck

Event Title (if applicable) AIP Grant 3-56-0006-042-2021

Date(s) of Event (if applicable) _____

Location of Event (if applicable) _____

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) AIP Grant No. 3-56-0006-042-2021

This Amendment commits the FAA, acting for and on behalf of the United States of America, to increase the maximum obligation of the United States by \$109,008 (from (\$1,007,851 to \$1,116,859) to cover the Federal Share of the total acutal eligible and allowable costs.

Which City employee(s) have you spoken to about this issue? Scott Kolpitcke

Signature *Aaron Buck* Date 7/25/2022



U.S. Department
of Transportation
**Federal Aviation
Administration**

Northwest Mountain Region
Colorado · Idaho · Montana · Oregon · Utah
Washington · Wyoming

Denver Airports District Office
26805 E. 68th Ave., Suite 224
Denver, CO 80249

July 13, 2022

The Honorable Matt Hall, Mayor
City of Cody
1338 Rumsey Avenue
Cody, WY 82414

Mr. Doug Johnston, Chairman
Yellowstone Regional Airport Board
2101 Roger Sedam Drive, Ste 1
Cody, WY 82414

**Yellowstone Regional Airport
Cody, Wyoming
AIP Grant No. 3-56-0006-042-2021
Contract No. DOT-FA21NM-1020
UEI No. N9EVR9EDJ9C4
Formal Amendment No. One**

Dear Mayor Hall and Mr. Johnston,

We are enclosing an electronic copy of Amendment No. One to the subject grant agreement for your signature.

To properly enter into this amendment, you must do the following:

- The governing body must provide authority to execute the amendment to the individual signing the grant; i.e. the sponsor's authorized representative.
- The sponsor's authorized representative must execute the amendment by providing their electronic signature.
- Once the sponsor's authorized representative has electronically signed the amendment, the sponsor's attorney will automatically be sent via email the amendment to provide their electronic signature.
- You may not make any modification to the text, terms or conditions of the amendment.
- Following the attorney's action, the executed amendment will be automatically sent to all parties as an attachment to an email.



U.S. Department
of Transportation
**Federal Aviation
Administration**

Airports Division
Northwest Mountain Region
Colorado, Utah, Wyoming

N9EVR9EDJ9C4

(UEI No)

Yellowstone Regional Airport

(Airport/Planning Area)

AMENDMENT NO. 1 TO GRANT AGREEMENT AIP GRANT NO. 3-56-0006-042-2021

WHEREAS, the Federal Aviation Administration (hereinafter referred to as the "FAA") has determined it to be in the interest of the United States that the Grant Agreement between the FAA, acting for and on behalf of the United States, and the Yellowstone Regional Airport Board and City of Cody, Wyoming (hereinafter referred to as the "Sponsor"), accepted by said Sponsor on June 10, 2021 be amended in conformance with the Sponsor's letter dated May 10, 2022 and as hereinafter provided.

NOW THEREFORE, WITNESSETH:

That in consideration of the benefits to accrue to the parties hereto, the FAA on behalf of the United States, on the one part, and the Sponsor, on the other part, do hereby mutually agree that the said Grant Agreement be and hereby is amended as follows:

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 99.49 percent of the allowable costs, up to the Maximum Obligation amount listed in Condition No. 1, incurred accomplishing the Project as the United States share of the Project. For increases above the Original Maximum Obligation amount listed in Condition No. 1, the federal share shall not exceed 95 percent of the additional allowable costs.

This amendment commits the FAA, acting for and on behalf of the United States of America, to increase the maximum obligation of the United States by \$109,008 (from \$1,007,851 to \$1,116,859) to cover the Federal share of the total actual eligible and allowable project costs.

All other terms and conditions of the Grant Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to said Grant Agreement to be duly executed as of
July 13, 2022

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

(Signature)

Marc Miller

(Typed Name)

Acting Manager, Denver Airports District Office

(Title of FAA Official)

N9EVR9EDJ9C4

(UEI No)

Yellowstone Regional Airport

(Airport/Planning Area)

CITY OF CODY, WYOMING

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

(Typed Name of Sponsor's Designated Official Representative)

(Typed Title of Sponsor's Designated Official Representative)

(Date)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That I have examined the foregoing Amendment to the Grant Agreement and the proceedings taken by said Sponsor relating thereto, and find that the execution thereof by said Sponsor has been duly authorized and is in all respects due and proper and in accordance with the laws of the State of Wyoming and further that, in my opinion, said Amendment to the Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated _____

By: _____

(Signature of Sponsor's Attorney)

MEETING DATE: AUGUST 2, 2022

DEPARTMENT: PUBLIC WORKS

PREPARED BY: ROB KRAMER

PRESENTED BY: PHILLIP BOWMAN

AGENDA ITEM SUMMARY REPORT

Bid 2022-07 (2) New 2023 AWD Police Utility Vehicles

ACTION TO BE TAKEN:

Consider approving the award of Bid 2022-07 to Ken Garff Cheyenne for two (2) 2023 Ford Explorer Police Interceptor Utility Vehicles in the total amount of \$80,400.00.

SUMMARY OF INFORMATION:

The approved FY 2023 Budget includes funding in the Vehicle Replacement Fund for the purchase of two new patrol vehicles. The vehicles being replaced will be sold via Public Surplus auction. Bid packets were sent to Denny Menholt, Fremont Motor Companies, Greiner Ford of Casper, Ken Garff Cheyenne.

Two bidders submitted two bids. These bids were opened at City Hall on July 19, 2022.

Greiner Ford of Casper, submitted one bid for (2) 2023 Ford Explorer Police Interceptor Utility Vehicles in the amount of \$89,300.00.

Ken Garff Cheyenne, submitted one bid for (2) 2023 Ford Explorer Police Interceptor Utility Vehicles in the amount of \$80,400.00.

Fremont Motor Casper, submitted a letter of no bid.

FISCAL IMPACT

Funding in the amount of \$120,000.00 is included in the approved FY 2023 Budget in the Vehicle Replacement Fund. This amount includes funding to upfit the vehicles for service which is estimated to cost an additional \$50,000 (\$25,000 per vehicle, but the upfit equipment has not been purchased yet). Therefore, it is anticipated that the total cost of the completed replacement vehicles could be approximately \$130,000, and exceed the budgeted amount by approximately \$10,000 requiring a future Budget Amendment.

ATTACHMENTS

1. Ken Garff Cheyenne Submitted Bid

AGENDA & SUMMARY REPORT TO:

1. Eric Suppes, Greiner Ford of Casper, esuppes@lithia.com
2. David Sutherland, Ken Garff Cheyenne, dsutherland@kengarff.com

AGENDA ITEM NO. _____



TABLE OF CONTENTS

BID NO. 2022-07 (2) New 2023 AWD Police Utility Vehicles

DOCUMENTS INCLUDED IN PACKET FOR BID NO 2022-07

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

For more information: City of Cody

307-587-2958

Bid No. 2022-07

(2) New 2023 AWD Police Utility Vehicles

The City of Cody will receive sealed bids until 2:00 p.m., 7/19/2022 at Cody City Hall, 1338 Rumsey Avenue, P.O. Box 2200, Cody, Wyoming 82414, for **(2) New 2023 AWD Police Utility Vehicles**. All bids will be opened and read aloud at this time. Full bid details and specifications are included in the bid packet available by emailing kylieh@codywy.gov. Direct any questions to Rob Kramer at (307) 587-2958, option 2.

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

Dated this 27th day of June, 2022.

Cynthia Baker
Administrative Services Officer

PUBLISH: July 5th, 2022
July 12th, 2022



**INSTRUCTIONS: (2) New 2023 AWD Police Utility Vehicles
BID REQUEST NUMBER 2022-07**

The Bidder agrees to provide **(2) New 2023 AWD Police Utility Vehicles** 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 2022-07 City of Cody Specifications Form on pages 4-6 to indicate that the item being bid is exactly as specified. All (no) responses shall be explained in detail on an attached sheet. Bids will be accepted for consideration on any make or model that is equal or superior to the specifications.

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

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

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

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

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

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

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

Bids are to be sealed and addressed to the City of Cody, 1338 Rumsey Avenue, P.O. Box 2200, Cody, Wyoming 82414 and shall be marked "**Bid No. 2022-07, (2) New 2023 AWD Police Utility Vehicles**" on the outside of the envelope.

The sealed bids must be returned to the City of Cody no later than 2:00 p.m. 7/19/2022. 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. 2022-07 (2) New 2023 AWD Police Utility Vehicles
City of Cody, Wyoming

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



The undersigned Bidder agrees to provide **(2) New 2023 AWD Police Utility Vehicles**, free and clear of all liens of any kind, pursuant to the specifications and invitation to bid.

The bid price shall include drop shipping the vehicle to Premier Vehicle Installations, 3038 S Specialty Cir Ste C, South Salt Lake, UT 84115 for up fitting, and then shipping the vehicle to the City of Cody, 119 19th Street, Cody, WY 82414.

Bid Schedule	Quantity	Unit	Total Price
Bid for:	(2)	2023 Ford PIU	\$ 80,400
Less trade if any:			\$(N/A)
Net Total Bid			\$ 80,400

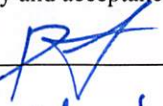
The undersigned warrants that he/she has read and understands the requirements of the City of Cody, that he/she encloses a bid bond in the amount of not less than **five percent (5%)** of the "TOTAL BID" amount, and that the bid price represents all costs to the City of Cody including delivery, setup, 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 7-13-22

Signature 
Typed or Printed Name David Sutherland
Company Ken Garff Cheyenne
2200 Westland Rd.
Mailing Address Cheyenne, WY 82001
City, State and Zip dsutherland@kengarff.com
E-mail Address

City of Cody

Specifications (2) New 2023 AWD Drive Police Utility Vehicles

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. 4 door, AWD with factory police package.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Wheel base: Minimum of 119 inches.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Exterior color: Bright Silver, submit paint before ordering.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Interior color: Charcoal or black.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

B. ENGINE AND POWER TRAIN

1. Engine: V-6 3.3 gas liter min.	<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"/>
4. Speedometer: Certified cluster with driver information center.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. 3.73 axle ratio	<input checked="" type="checkbox"/>	<input type="checkbox"/>

C. SUSPENSION & RUNNING GEAR

1. Suspension: Heavy duty police.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Brakes: Heavy duty Four Wheel Anti-Lock Power Disc Brakes.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Wheels & Tires: (5) full size wheels & All-Season tires speed rated (w).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Wheel covers: Factory supplied.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

D. ELECTRICAL SYSTEM

1. Battery: Maintenance free Heavy-duty with a min of 850 CCA. With battery rundown protection.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Alternator: (12) volts, 170 amp minimum.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Interior lighting: Inoperative when doors are opened, controlled by light dimmer switch or lighting control module.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

KEN GARFF CHEYENNE
2200 WESTLAND RD
CHEYENNE, WY 82001

ELECTRICAL SYSTEM continued

	YES	NO
4. Engine Idle Feature	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Auxiliary Dome Light: Located between visors with switch at base of lamp.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Hatch Release Feature	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Spotlight: (1) 6" pillar mounted Led spotlight, factory installed on driver's side.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Dark Car Feature	<input checked="" type="checkbox"/>	<input type="checkbox"/>

E. BODY & CAB

1. Floor Covering: Heavy duty rubber mat front and rear.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Dual heated outside rear view mirrors, remote controlled right and left.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Windows: Power windows w/tinted glass.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Rear window defroster: Electric.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Heater and air conditioner: Factory installed, high output, manual control.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Windshield wipers: Multi-speed w/intermittent system.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Radio: AM/FM, MP3 w/clock.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Door locks: Power door locks, single key locking system w/(3) sets of keys and keyless entry.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Door handles: Rear inside door handles and windows to be inoperative except from the outside or the driver's position.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Front seats: Heavy duty cloth bucket seats, with power adjust driver's seat.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Rear seat: Vinyl rear seat.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. Steering Wheel: Comfort tilt.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13. Cruise Control: Factory installed.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Rear on demand backup camera.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15. Reverse sensing system.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Cargo storage vault.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

KEN GARFF CHEYENNE
2200 WESTLAND RD
CHEYENNE, WY 82001

F. MISCELLANEOUS

	YES	NO
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. Upon delivery to the City, the vehicle will be fully equipped as specified, serviced, cleaned and ready to enter service for the City of Cody.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Current Wyoming Residency Certificate	<input checked="" type="checkbox"/>	<input type="checkbox"/>

These police package vehicles shall be to the manufacturer's standard unless specified otherwise. They shall be equipped with the manufacturer's equipment and accessories which are included as standard in the advertised and published literature for the unit. No such item of equipment or accessories shall be removed or omitted for the reason that it was not specified in the bid.

KEN GARFF CHEYENNE
2200 WESTLAND RD
CHEYENNE, WY 82001

CNGP530

VEHICLE ORDER CONFIRMATION

07/13/22 14:56:09

==>

2023

Dealer: F56422

~~2022~~ EXPLORER 4-DOOR

Page: 1 of 2

Order No: D700 Priority: L2 Ord FIN: QS044 Order Type: 5B Price Level: 255

Ord Code: 500A Cust/Flt Name: CODY

PO Number:

	RETAIL	DLR INV		RETAIL	DLR INV
K8A 4DR AWD POLICE	\$41110	\$39877.00	43D COURTESY DISABL	\$25	\$24.00
.119" WHEELBASE			47A ENGINE IDLE	260	244.00
JS ICONIC SILVER			51R DRV LED SPT LMP	395	371.00
9 CLTH BKTS/VNL R			549 PWR MIRR HTD	60	56.00
6 EBONY			55F KEYLESS - 4 FOB	340	320.00
500A EQUIP GRP			63V CARGO VAULT	245	230.00
.AM/FM STEREO			68G RR-DR/LK INOP	75	71.00
99B 3.3L V6 TI-VCT	(3370)	(3167.00)	76R REVERSE SENSING	275	259.00
44U 10SPD AUTO TRAN	NC	NC			
JOB #3 ORDER			TOTAL BASE AND OPTIONS	41340	37850.88
FLEET SPCL ADJ	NC	(455.00)	TOTAL	41340	37850.88
19K H8 AGM BATTERY	110	103.00	*THIS IS NOT AN INVOICE*		
19V R CAM ON DEMAND	230	217.00			
41H ENG BLK HEATER	90	85.00	* MORE ORDER INFO NEXT PAGE *		
425 50 STATE EMISS	NC	NC	F8=Next		
F1=Help	F2=Return to Order		F3/F12=Veh Ord Menu		
F4=Submit	F5=Add to Library				
S006 - MORE DATA IS AVAILABLE.					

QC00700

CNGP530

VEHICLE ORDER CONFIRMATION

07/13/22 14:56:20

==>

2023

Dealer: F56422

~~2022~~ EXPLORER 4-DOOR

Page: 2 of 2

Order No: D700 Priority: L2 Ord FIN: QS044 Order Type: 5B Price Level: 255

Ord Code: 500A Cust/Flt Name: CODY

PO Number:

	RETAIL	DLR INV		RETAIL	DLR INV
FLEX-FUEL					
153 FRT LICENSE BKT	NC	NC			
SP DLR ACCT ADJ		(799.00)			
SP FLT ACCT CR		(1096.00)			
FUEL CHARGE		8.88			
B4A NET INV FLT OPT	NC	7.00			
DEST AND DELIV	1495	1495.00			
TOTAL BASE AND OPTIONS	41340	37850.88			
TOTAL	41340	37850.88			
THIS IS NOT AN INVOICE					

KEN GARFF CHEYENNE
2200 WESTLAND RD
CHEYENNE, WY 82001

F7=Prev



STATE OF WYOMING

CERTIFICATE OF RESIDENCY



Contractor Number: 2063

THIS CERTIFIES THAT:

KGA-CHEY, LLC

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

GRANTED THIS 4TH DAY of NOVEMBER TWO THOUSAND AND 21

A handwritten signature in black ink that reads "Trevor Mansfield".

Trevor Mansfield, Business Manager

EXPIRATION DATE: 11/3/2022



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

CERTIFICATE SERIAL NUMBER: 0411202137

MEETING DATE: AUGUST 2, 2022

DEPARTMENT: PUBLIC WORKS – SOLID WASTE

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

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

AGENDA ITEM SUMMARY REPORT



Disposal Service Agreement with Park County Regional Landfill

ACTION TO BE TAKEN

Consider approval of the Disposal Service Agreement between Park County and the City of Cody for use of the Park County Regional Landfill.

SUMMARY OF INFORMATION

The City of Cody currently has previously had an agreement with Park County to utilize the Park County Regional Landfill (PCRL) for the disposal of municipal solid waste. The agreement expired on March 18, 2022, with no provisions for an automatic renewal or extension. Discussions about the use of the PCRL and other options for waste disposal have taken place with the City Council at Work Sessions held on March 25, 2021, March 8, 2022, and July 26, 2022. Based on direction from the City Council at the March 8, 2022 Work Session, a meeting was held with Matt Hall, Phillip Bowman, Dossie Overfield (Park County Commissioners Chairman), and Brian Edwards (Park County Engineer) on March 31, 2022, to discuss the landfill operations and the terms of a new agreement.

Based on direction received from the City Council, the Disposal Service Agreement attached has been negotiated and finalized for consideration and approval. The Agreement includes the provision of a four (4) year term, with provisions for two separate two (2) year extensions. The original Agreement included an eight (8) year term with no options for extension. In addition, modifications to the Agreement for opening the PCRL on County designated holidays when the City Solid Waste Crew is collecting waste was added. The disposal rate amount (tipping fee) in this Agreement has been set at \$65.00 per ton, which is reduced from the previous agreement amount of \$78.00 per ton (a 17% reduction) and the previously adjusted tipping fee of \$74.00 per ton (a 12% reduction) that was lowered by PCRL during the past Agreement term.

City Staff recommends approval of the Agreement. City Council approval of the Agreement will be subject to final review and approval of the document by the City Attorney prior to signature by the Mayor.

FISCAL IMPACT

The approved FY 2023 Budget for the Solid Waste Fund includes a "Landfill Fees" line item totaling \$744,000, and was estimated based on the decreased tipping fee amount of \$65.00 per ton stated in the Agreement. For reference, the FY 2022 Budget had this line item at \$844,000, so the FY 2023 Budget reflects a 12% savings on this specific item. The savings amount of \$100,000 is approximately 3.5% of the total expenses budgeted (\$2.717 Million) for the Solid Waste Fund.

ATTACHMENTS

1. Disposal Service Agreement

AGENDA ITEM NO. _____



DISPOSAL SERVICE AGREEMENT
PARK COUNTY REGIONAL LANDFILL
Cody, Wyoming



This Agreement, entered into on this _____ day of _____, 2022, by and between _____, with an office at _____, hereinafter referred to as "CUSTOMER", and the Board of County Commissioners for Park County, Wyoming, with a business address of 1002 Sheridan Avenue, Cody, Wyoming 82414, a governmental agency, hereinafter referred to as "OWNER". **In consideration of the terms, conditions, and mutual promises, the parties agree as follows:**

ARTICLE I. DESIGNATED WASTES

- A. During the term of this Agreement, subject to availability of landfill capacity (airspace) or any periodic quantity limitations imposed by applicable law, regulations, permits or otherwise, OWNER shall receive and dispose of all the Municipal Solid Waste (MSW) delivered to OWNER's sanitary landfill commonly referred to the Park County Regional Landfill (PCRL) located at 112 Cody Landfill Road (south of Cody off Highway 120). CUSTOMER shall in turn cause all MSW collected within the limits of Park County to be delivered to, and disposed of, at the PCRL, in accordance with the terms and conditions of this Agreement.

- B. MSW is defined for the purpose of this Agreement as all non-hazardous commercial, residential and construction debris wastes collected by CUSTOMER through its collection vehicles. All regulated hazardous, volatile, highly flammable, explosive, toxic, infectious, pathological, PCB and radioactive wastes are specifically excluded from the definition, as are any other waste the OWNER'S facility is not permitted to accept. For the terms and conditions of this Agreement, whole tires, high-density demolition debris, industrial wastes, purposely separated recyclables and green wastes are specifically excluded from the definition of Municipal Solid Waste as related to fees and acceptance procedures.

- C. The term "hazardous waste", as used herein shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the *Resource Conservation and Recovery Act of 1976*, as amended, and including future amendments thereto, and applicable state law. When requested by OWNER, the CUSTOMER shall, in addition to any labeling, placarding, marking, manifest or other such documentation required by law, provide OWNER, in advance, with a representative sample of the Solid Waste to be disposed of by CUSTOMER, and with a detailed written physical and chemical description or analysis of the Solid

Waste including a listing of unique chemical characteristics and safety procedures, if such exists, that would be of material significance to the handling of such Solid Waste (“Waste Characterization Data Sheet” or “WCDS”). CUSTOMER shall promptly furnish to OWNER any information regarding known, suspected, or planned changes in composition of such Solid Waste and CUSTOMER shall accordingly update the WCDS. CUSTOMER warrants to the best of its knowledge that all Solid Waste specified in a WCDS and delivered to OWNER shall conform to the description set forth on the WCDS. CUSTOMER will use reasonable efforts to monitor and investigate the information supplied on the WCDS. For the purpose of this AGREEMENT, “nonconforming” waste is “hazardous waste” as defined herein or any other waste material that is not permitted for disposal as regulated by the Wyoming Department of Environmental Quality (WDEQ) Solid and Hazardous Waste Division (SHWD)

ARTICLE II. TITLE

- A. Title to the Solid Waste delivered by CUSTOMER shall be transferred to and vested in OWNER at the time the Solid Waste is fully unloaded at the working face of the Disposal Site and the load has been spread on the face revealing no suspected hazardous waste. Prior thereto, title to the Solid Waste shall be in, and all risks and responsibilities therefore shall be borne by, CUSTOMER. OWNER may revoke acceptance of waste at any time, even following disposal, if waste is determined to be Nonconforming. CUSTOMER shall pay all costs associated with removal, repackaging and transportation of the waste when deemed necessary by Park County and/or the Wyoming Department of Environmental Quality as permit authority.

ARTICLE III. COMPLIANCE WITH LAWS

- A. OWNER and CUSTOMER shall comply with all applicable local, state and federal laws pertaining to the delivery and disposal of the Solid Waste. CUSTOMER shall also comply with work and safety rules which have been promulgated by OWNER to govern operations at the Disposal Site.

ARTICLE IV. DELIVERED QUANTITIES

- A. OWNER shall accept solid waste at the PCRL from CUSTOMER beginning on **July 1, 2022**. The date for disposal may be delayed for a period of up to 30 days at the CUSTOMER’s request to allow for transitioning from existing contract obligations (if any). OWNER’S on-site certified scale shall be utilized to determine the gross, tare and subsequent net weight of each delivery. If for any reason the on-site scales are

not functioning, the CUSTOMER agrees to weigh each load delivered to the OWNER's facilities and to provide to OWNER documentation thereof as determined by a certified scale. CUSTOMER also agrees that loads arriving with wastes not properly sorted will be subject to the highest applicable rate for that particular load. OWNER also agrees to accept from CUSTOMER at a rate of at least \$5 per load (minimum disposal fee), properly sorted deliveries of appliances with refrigerant removed, vehicles or other metal.

- B. OWNER shall accept for beneficial reuse (i.e., cover soil and soil amendment) all clean chipped wood, clean gravel, clean soil, lawn clippings, leaves, chipped tree branches/brush and other green waste that is readily usable and compostable. These beneficial reuse materials can be received at either the PCRL or the Powell Landfill at no charge to customer. The standard Park County minimum gate fee of \$5 per load will be waived for these materials for CUSTOMERS.
- C. Broken up asphalt, concrete, and masonry will be accepted for staging, processing, and/or disposal at either the PCRL or Powell Landfill. The fees for receipt of these materials shall be \$39 per ton for concrete, \$10 per ton for asphalt, and \$10 per ton for masonry. These fees are necessary to offset the processing fees required to yield beneficial reusable materials.
- D. Dead animals (i.e., road kill) that is picked up by the Police Department or Code Enforcement personnel will be disposed of at no charge to Customer. The standard Park County minimum gate fee or \$5 per load will be waived in these cases.
- E. Mixed loads containing other waste types may require special rates at the discretion of OWNER if the beneficial waste materials cannot be easily distinguished and separated.

ARTICLE V. LANDFILL HOURS OF OPERATION

- A. PCRL shall be open to the public from Monday thru Saturday from 7:00 AM TO 4:30 PM except on observed Park County Holidays. Special accommodations will be made to accept and dispose waste delivered by contract haulers on designated County Holidays when it is necessary for collection vehicles to service routes. A minimum of 2-weeks-notice shall be provided by CUSTOMER to OWNER if the PCRL needs to be open on a designated Park County Holiday. This is necessary so Park County can schedule and coordinate staff and equipment.

ARTICLE VI. PAYMENT

- A. CUSTOMER agrees to pay a fee of **Sixty-Five Dollars (\$65.00) per Ton** for all MSW delivered to OWNER'S landfill and accepted by OWNER for disposal during the

contract period. The OWNER will provide monthly invoices to the CUSTOMER with payment due within 30 days of receipt of acceptable invoice. The \$65 per ton fee shall also apply to approved loads of construction and demolition (C&D) waste delivered by CUSTOMER to the Powell Landfill. The special waste provisions and fees outlined in ARTICLE IV shall also apply to wastes accepted and disposed at the Powell Landfill. It is understood that the Powell Landfill is not permitted for the disposal of MSW and certain special wastes (i.e., petroleum contaminated soils, asbestos, etc.). ***The County wide effective rate for customers not under contract will be \$70.00 per ton and is subject to change during the contract period.***

- B. Should OWNER experience a waste stream increase or decrease of 3,500 or more Tons of MSW for a time period of no less than one (1) year, OWNER will re-evaluate the contract disposal fee. If necessary and agreeable to both parties, this agreement will be renegotiated if a substantial change in the disposal fee is deemed reasonable and in the best interest of all contract parties. If OWNER offers any other party, entity or customer a lower rate than the rate defined herein, CUSTOMER'S rate shall be adjusted to match that lower rate.

ARTICLE VII. TERMS

- A. The term of this AGREEMENT shall be four (4) years from the effective date hereof or until permitted capacity of Phases 1 and 2 at the Park County Regional Landfill is reached, whichever comes first. This Agreement may be extended up to two times (2 years each extension), if agreeable to both parties.

ARTICLE VIII. ADDITIONAL TAXES, FEES OR REGULATORY COSTS

- A. CUSTOMER agrees that the contract rate(s) agreed to hereby may be increased by the actual amount of any new costs imposed on OWNER after the date hereof in the nature of new or increased fees, taxes or surcharges imposed by any governmental authority, inflation or increased operating costs caused by the actions of such regulatory or governing authority. OWNER shall provide to CUSTOMER necessary documentation supporting any proposed increase pursuant to this Article. OWNER shall provide CUSTOMER a minimum of 90 days written notice before passing on any new or increased fees above and beyond what is outlined herein. Upon receiving notice that rate will be increased above \$65 per ton, CUSTOMER may terminate agreement after providing 30 days written notice to OWNER without penalty.

ARTICLE IX. FORCE MAJEURE

- A. Except for the obligation to pay for services rendered, neither party hereto shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable

control, including, but not limited to, strikes, riots, war, fire, acts of God, compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, or the revocation, suspension, denial or modification of any permit, license or approval regarding use, operation or closure of the Disposal Site.

ARTICLE X. EXCUSABLE TERMINATION OF AGREEMENT

- A. This Agreement may be terminated by either party, without penalty, for the reasons set forth in the Force Majeure clause above. Furthermore, this Agreement may be terminated by the CUSTOMER, without penalty, if the OWNER fails to provide for the disposal of the CUSTOMER’S Municipal Solid Waste at, or below, the maximum solid waste disposal fees set forth herein, unless a higher disposal fee is mutually agreed to, in writing, by both OWNER and CUSTOMER. Ninety (90) days written notice will be given to other party for termination under the above stated circumstances for excusable termination to be valid.

ARTICLE XI. PENALTY

- A. In the event of a breach of this agreement by either party which is not excused under Articles VIII or IX above, the other party shall have the right to seek specific performance, compensatory and/or incidental damages.

ARTICLE XII. IMMUNITY

- A. The OWNER and CUSTOMER do not waive their sovereign and/or governmental immunity (if applicable) by entering into this Agreement and OWNER and CUSTOMER specifically retain all immunities provided by law (if applicable) with regard to any action based upon the Agreement, pursuant to the *Wyoming Constitution* and *W.S. 1-39-101 through W.S. 1-39-121*.

ARTICLE XIII. NO THIRD PARTY BENEFICIARY

- A. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

ARTICLE XIV. ASSIGNMENT

A. This Agreement is assignable with the prior written consent of both parties and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Such consent shall not be unreasonably withheld, or required in the event of assignment by operation of law to an affiliate of OWNER.

ARTICLE XV. NOTICES

A. All notices, requests demands and other communications with respect to any provision hereof shall be in writing and shall be delivered:

In the case of OWNER:	In the case of CUSTOMER:
Park County, Wyoming Attn: Board of County Commissioners 1002 Sheridan Avenue Cody, WY 82414	

ARTICLE XVI. ENTIRE AGREEMENT

A. This Agreement constitutes the entire understanding between OWNER and CUSTOMER hereto, and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to the subject matter hereof. No changes, alterations or modification to this Agreement will be effective unless in writing and signed by OWNER and CUSTOMER hereto.

Executed as of the day and year first above written:

CUSTOMER:

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

Attest: _____

Title: _____

OWNER:

BOARD OF COUNTY COMMISSIONERS
PARK COUNTY, WYOMING

By: _____
(Signature)

Name: _____

Title: _____Chair_____

Date: _____

Attest: _____

Title: _____

RESOLUTION 2022-20

**A RESOLUTION ENCUMBERING ADDITIONAL FUNDS FROM THE
AMERICAN RESCUE PLAN ACT FOR THE INSTALLATION OF A FIRE
SUPPRESSION SYSTEM IN THE CITY AUDITORIUM BUILDING**

WHEREAS, the City Council passed Resolution 2021-16 for the installation of a fire suppression system at the Cody Auditorium to improve the operating efficiency of the facility and meet the Fire Code Regulations, which would allow a variety of activities, including event(s) desiring to consume alcohol to occur in this facility; and

WHEREAS, the total project cost for the fire suppression system including engineering and construction is \$199,452 which exceeds the original amount of \$150,000 encumbered for this project;

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY
OF THE CITY OF CODY** that the City of Cody hereby encumbers an additional \$49,452 in ARPA funds for the fire suppression system project at the Cody Auditorium.

PASSED, APPROVED AND ADOPTED ON THIS 2nd DAY OF AUGUST
2022.

Mayor Matt Hall

ATTEST: _____
Cynthia D. Baker, Administrative Services Officer

MEETING DATE: AUGUST 2, 2022

DEPARTMENT: PUBLIC WORKS - WATER

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

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

AGENDA ITEM SUMMARY REPORT

P. Bowman

Resolution 2022-22 – A Resolution authorizing submission of an application to the State Land and Investment Board for a grant through the Water and Sewer ARPA Grant Program Funding on behalf of the Governing Body for the City of Cody

ACTION TO BE TAKEN

Consider approval of Resolution 2022-22 to seek grant funding for the Tree Streets Waterline Replacement Project, and authorize the Mayor and/or Public Works Director to sign all application materials and associated documents.

SUMMARY OF INFORMATION

At the City Council Work Session on July 26, 2022, City Staff presented information about the American Rescue Plan Act (ARPA) Water & Sewer Grant Program funding administered by the Wyoming State Land and Investment Board (SLIB). The grant funding is available through SLIB for eligible water and sewer infrastructure projects, and will be awarded on a competitive basis through scoring and evaluation of the applications received by SLIB.

It is proposed that the City of Cody apply for this grant funding for the Tree Streets Waterline Replacement Project (project). This project was identified in the 2021 Water Master Plan as the number one priority project for capital improvement to upgrade the City's treated water distribution system. The project would replace and upgrade approximately fourteen thousand (14,000) linear feet of existing water mains in the area of Glenn Livingston Elementary School and the Olive Glenn Golf Course. The total project cost is estimated to be \$5.0 Million, with the grant funding providing \$3.2 Million and the City's Water Enterprise Fund providing \$1.8 Million (36%) as a local match. If successful in attaining this grant, it is anticipated that design of the project could move forward in calendar year 2023 and construction in late 2023 and in 2024, with project completion before the end of calendar year 2024.

City Staff recommends approval of Resolution 2022-22 which is a requirement of the grant application. With approval of the resolution, City Staff will prepare the grant application documents and submit the application on or before the deadline of August 12, 2022.

AGENDA ITEM NO. _____

FISCAL IMPACT

The grant application requires a minimum of fifteen percent (15%) local match funding from the City of Cody. It is proposed that the City provide a local match of thirty-six percent (36%) in the amount of \$1.8 Million from the Water Enterprise Fund to gain additional points on the application scoring and rating. The Water Enterprise Fund is projected to have \$2.17 Million of excess cash and investments above the minimum levels required at the end of FY 2023, and the proposed match amount would utilize a significant portion of the excess for a capital improvement project.

ATTACHMENTS

1. Resolution 2022-22

RESOLUTION 2022 – 22

**A RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION
TO THE STATE LOAN AND INVESTMENT BOARD FOR A GRANT
THROUGH WATER AND SEWER ARPA GRANT PROGRAM FUNDING ON BEHALF OF
THE GOVERNING BODY FOR THE CITY OF CODY**

For the Purpose of
Treated water main replacement and upgrade on the Tree Streets Waterline Replacement Project

WITNESSETH

WHEREAS, the governing body for the City of Cody desires to participate in the WATER & SEWER ARPA GRANT program to assist in financing this project; and

WHEREAS, the governing body for the City of Cody recognizes the need for the project; and

WHEREAS, the WATER & SEWER ARPA GRANT program requires that certain criteria be met, as described in the State Loan and Investment Board's Rules and Regulations governing the program, and to the best of our knowledge this application meets those criteria.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY of the City of Cody that a grant application in the amount of Three million two hundred thousand dollars (\$3,200,000), combined with a Thirty-six percent (36%) local match amount of One million eight hundred thousand dollars (\$1,800,000) for a total project funding amount of Five million dollars (\$5,000,000), be submitted to the State Loan and Investment Board for consideration at a State Loan and Investment Board meeting to assist in funding the Tree Streets Waterline Replacement Project.

BE IT FURTHER RESOLVED, that Phillip M. Bowman, P.E., Public Works Director / City Engineer, is hereby designated as the authorized representative of the Tree Streets Waterline Replacement Project to act on behalf of the Governing Body on all matters relating to this grant application.

PASSED, APPROVED AND ADOPTED this 2nd day of August, 2022.

Matt Hall, Mayor, City of Cody

ATTEST:

Cynthia Baker, Administrative Services Director

MEETING DATE: AUGUST 2, 2022

DEPARTMENT: PUBLIC WORKS - WASTEWATER

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

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

AGENDA ITEM SUMMARY REPORT

P. Bowman

Resolution 2022-23 – A Resolution authorizing submission of an application to the State Land and Investment Board for a grant through the Water and Sewer ARPA Grant Program Funding on behalf of the Governing Body for the City of Cody

ACTION TO BE TAKEN

Consider approval of Resolution 2022-23 to seek grant funding for a joint project with Park County to develop Septage Receiving Facilities at the Cody Wastewater Treatment Facility and reclaim the Park County Septage Treatment Lagoons, and authorize the Mayor and/or Public Works Director to sign all application materials and associated documents.

SUMMARY OF INFORMATION

City Staff has presented information to the City Council about the development of Septage Receiving Facilities at the Cody Wastewater Treatment Facility (WWTF) at Work Sessions held on August 10, 2021, and July 26, 2022. The proposed project would be in partnership with Park County due to capacity limits and long-term operational challenges at the County's existing septage treatment lagoons. With the development of septage receiving facilities at the Cody WWTF, Park County would be able to decommission and reclaim their existing septage treatment lagoons located directly adjacent to City limits. City Staff has worked closely with Park County Staff and Engineering Associates (Park County's engineering consultant) to evaluate the viability this project, and there appear to be no major obstacles in moving forward with a project to develop the facilities needed to provide hauled septage treatment at the Cody WWTF.

At the City Council Work Session on July 26, 2022, there were additional discussions about funding options for this project. One option currently available is for American Rescue Plan Act (ARPA) Water & Sewer Grant Program funding administered by the Wyoming State Land and Investment Board (SLIB). It is proposed that Park County and the City of Cody apply for this grant funding with a joint application. The total project cost is estimated to be \$4.0 Million, with the grant funding providing \$2.96 Million and Park County providing \$1.04 Million (26%) as a local match. If successful in attaining this grant, it is anticipated that design of the project could move forward in calendar year 2023 and construction in the following year, with project completion before the end of calendar year 2024.

City Staff recommends approval of Resolution 2022-23 which is a requirement of the grant application. With approval of the resolution, City Staff will work with Park County Staff to complete the grant application documents and submit the application on or before the deadline of August 12, 2022.

AGENDA ITEM NO. _____

FISCAL IMPACT

The grant application requires no local match funding from the City of Cody. If the application is successful and the project is completed, there will be additional revenues generated by user charges for hauled septage received at the Cody WWTF in the Wastewater Enterprise Fund and additional operational costs for treatment of the septage received. It is anticipated that these revenues and expenses will offset each other by setting the appropriate user rates through a “cost of service” rate setting analysis.

ATTACHMENTS

1. Resolution 2022-23

RESOLUTION 2022 – 23

**A RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION
TO THE STATE LOAN AND INVESTMENT BOARD FOR A GRANT
THROUGH WATER AND SEWER ARPA GRANT PROGRAM FUNDING ON BEHALF OF
THE GOVERNING BODY FOR THE CITY OF CODY**

For the Purpose of a joint project by the City of Cody and Park County
to develop Septage Receiving Facilities at the Cody Wastewater Treatment Facility
and reclaim the Park County Septage Treatment Lagoons

WITNESSETH

WHEREAS, the governing body for the City of Cody desires to participate in the WATER & SEWER ARPA GRANT program to assist in financing this project; and

WHEREAS, the governing body for the City of Cody recognizes the need for the project; and

WHEREAS, the WATER & SEWER ARPA GRANT program requires that certain criteria be met, as described in the State Loan and Investment Board's Rules and Regulations governing the program, and to the best of our knowledge this application meets those criteria.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY of the City of Cody that a grant application in the amount of Two million nine hundred sixty thousand dollars (\$2,960,000), combined with a Twenty-six percent (26%) local match amount of One million forty thousand dollars (\$1,040,000) to be provided by Park County for a total project funding amount of Four million dollars (\$4,000,000), be submitted to the State Loan and Investment Board for consideration at a State Loan and Investment Board meeting to assist in funding the development of Septage Receiving Facilities at the Cody Wastewater Treatment Facility and the reclamation of the Park County Septage Treatment Lagoons.

BE IT FURTHER RESOLVED, that Phillip M. Bowman, P.E., Public Works Director / City Engineer, is hereby designated as the authorized representative of the Septage Receiving Facilities and Reclamation of Septage Treatment Lagoons Project to act on behalf of the Governing Body on all matters relating to this grant application.

PASSED, APPROVED AND ADOPTED this 2nd day of August, 2022.

Matt Hall, Mayor, City of Cody

ATTEST:

Cynthia Baker, Administrative Services Director

MEETING DATE: AUGUST 2, 2022

DEPARTMENT: PUBLIC WORKS

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

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

AGENDA ITEM SUMMARY REPORT



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 Second 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 of 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. With City Council concurrence at these Work Sessions, Ordinance 2022-07, 2022-08, and 2022-09 have been written to 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. No changes have been made to this Article since First Reading.

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 this Article have been made since First Reading on July 19, 2002 to clarify the title of Item 8.4.6. to "Appeal of Stormwater ERU Determination" (instead of "Appeal of Charges"). This item and subsections A. and B. now defines the appeal process to focus on the stormwater ERU calculation and determination, and not the stormwater utility charges to a customer.

Ordinance 2022-09 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. No changes have been made to this Article since First Reading.

City Staff recommends approval of Ordinance 2022-07, 2022-08, and 2022-09 by individual motions for each ordinance.

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.

AGENDA ITEM NO. _____

ATTACHMENTS

1. Ordinance 2022-07 (no changes since First Reading)
2. Ordinance 2022-08 (modified as described above)
3. Ordinance 2022-09 (no changes since First Reading)

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 ****

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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: 7/19/2022

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 STORMWATER ERU DETERMINATION

A. Any commercial utility account customer who disagrees with the stormwater ERU determination for his or her parcel may apply to the Director for an adjustment to the charges. The request must state the grounds for the 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 stormwater ERU determination.

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 areas 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 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:	7/19/2022 _____
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:	<u>7/19/2022</u>
PASSED ON SECOND READING:	<u></u>
PASSED ON THIRD READING:	<u></u>

Matt Hall, Mayor

ATTEST:

Cynthia Baker, Administrative Services Officer