

# City of Cody City Council

Tuesday, October 3, 2023 – 7:00 p.m.

## **Executive Session at 6:30 p.m. pursuant to W.S. 16-4-405(a)(ix).**

(Pre-Meeting to discuss agenda)

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

Oath of Office – Officer Philip Woods

### 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: Minutes from September 19, 2023 and September 26, 2023
- b. Approve Vouchers and Payroll in the amount of \$843,831.99.
- c. Authorize the Mayor to enter into and sign an agreement between the City of Cody and CJS LLC to implement a traffic school program.
- d. Award Bid 2023-08 to Fremont Motor Cody for one 2023 Ford Explorer 4WD in the amount of \$41,089.16.
- e. Nominate Council Member Shreve for the LGLP Board Vacancies.
- f. Authorize the Mayor to enter into and sign the Proposed Construction and Administration Contract between the City of Cody and Point Architects for an amount not to exceed \$17,000 contingent upon review and approval by City Attorney.

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

### 3. Public Hearings

### 4. Conduct of Business

- a. Consider Approval of Task Order #2 with Stantec Consulting Services Inc. for Survey and Preliminary Design Services for the Big Horn Avenue and Freedom

Street Pedestrian Crossing Project in the amount of \$74,991, and authorize the Mayor to sign all associated documents

Staff Reference: Phillip Bowman, Public Works Director (via phone)

- b. Consider Approval of the Master Agreement and Task Order #1 with Engineering Associates for Survey and Preliminary Design Services for the Tree Streets Waterline Replacement Project in the amount of \$220,000, and authorize the Mayor to sign all associated documents.

Staff Reference: Phillip Bowman, Public Works Director (via phone)

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

**Upcoming Meetings.**

**October 10, 2023 – Work Session 5:30 p.m.**

**October 17, 2023 – Council Meeting 7:00 p.m.**

**October 24, 2023 – Work Session 5:30 p.m.**

**City of Cody**  
**Council Proceedings**  
**Tuesday, September 19, 2023**

At 5:30 p.m. the Governing Body was provided a presentation from WMPA Executive Director Rosemary Henry relating to Grid Reliability, DER Policy and Time of Use Rates.

A meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, September 19, 2023 at 7:00 p.m.

Present: Mayor Hall, Council Members Andrew Quick, Don F. Shreve Jr., Emily Swett, Kelly Tamblyn and City Attorney Scott Kolpitzke, City Administrator Barry Cook, and Cindy Baker, Administrative Services Officer.

Absent: Council Members Lee Ann Reiter and Jerry Fritz

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

Council Member Quick made a motion seconded by Council Member Shreve to approve the Consent Calendar as presented which included Minutes: September 5, 2023 and September 12, 2023; approve Vouchers and Payroll in the amount of \$1,903,474.93 and authorize the Mayor to enter into and sign an agreement between the City of Cody and Motorola Solutions, Inc contingent upon review by the City Attorney. Vote was unanimous.

Ordinance 2023-11 Third and Final Reading as Revised.

An Ordinance Amending Title 8, Chapter 1, Article II and Article III, of the City of Cody Municipal Code. Council Member Swett made a motion seconded by Council Member Tmblyn to approve Ordinance 2023-11 on Third and Final Reading as revised. Vote was unanimous.

Mayor Hall adjourned the meeting 7:05 p.m.

---

Mayor Matt Hall

---

Cindy Baker, Administrative Services Officer

**City of Cody**  
**Council Proceedings**  
**Tuesday, September 26, 2023**

A special meeting of the Cody City Council was held in Council Chambers of Cody City Hall on Tuesday, September 12, 2023 at 5:30 p.m.

Present: Council Members Jerry Fritz, Emily Swett, Andy Quick, Don F. Shreve Jr., Emily Swett, Lee Ann Reiter and Kelly Tamblyn, City Administrator, Barry Cook, City Attorney, Scott Kolpitcke and Cindy Baker, Administrative Services Officer.

Absent: Mayor Matt Hall

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

Council Member Reiter made a motion seconded by Council Member Shreve to approve the street closure of a portion of Sheridan Ave and 8<sup>th</sup> Street for approximately 15-20 minutes at 4:30 p.m. and again at 6:30 p.m. for a landing and takeoff of the CRH Helicopter with Cody PD and/or Street Division assistance. Also approve a street closure of Sheridan Ave west of 8<sup>th</sup> Street – in front of CRH in conjunction of the Ribbon Cutting Ceremony between 5:00 and 6:30 p.m. on Monday, October 2<sup>nd</sup>. Vote was unanimous.

City Attorney, Scott Kolpitcke discussed with the Governing Body offering a Traffic School Course for Moving Violations – subject to restrictions. Staff was directed to bring forward to the next council meeting for consideration.

Amanda Watson, Atlas Strategic Communications provided the Governing Body and update.

The following updates were provided for a variety of Boards and/or Committees  
Shoshone Rec District – Emily Sweet  
Urban Systems/Traffic Committee – Jerry Fritz and Kelly Tamblyn

Council President Quick adjourned the Work Session at 7:55 p.m.

---

Cynthia D Baker  
Administrative Services Officer

---

Andrew Quick  
Council President



Report Criteria:

Invoice.Detail.Input date = 09/26/2023

Invoice.Batch = {NOT LIKE} "1"

Secondary Name	Invoice	Description	Invoice Date	Total Cost
<b>ACTIVE INTERNET TECHNOLOGIES LLC (133174)</b>				
FINALSITE	INV059360	BLACKBOARD CONNECT SUBSCRIPTION	09/19/2023	2,571.63
FINALSITE	INV059360	BLACKBOARD CONNECT SUBSCRIPTION	09/19/2023	2,508.06
FINALSITE	INV059360	BLACKBOARD CONNECT SUBSCRIPTION	09/19/2023	3,166.56
FINALSITE	INV059360	BLACKBOARD CONNECT SUBSCRIPTION	09/19/2023	2,111.04
FINALSITE	INV059360	BLACKBOARD CONNECT SUBSCRIPTION	09/19/2023	2,836.71
Total :				13,194.00
Total ACTIVE INTERNET TECHNOLOGIES LLC (133174):				13,194.00
<b>ASSOCIATED CONSTRUCTION ENGINEERING INC (132940)</b>				
	0029885	Engineering Svcs - City Hall HVAC	09/20/2023	347.40
Total :				347.40
Total ASSOCIATED CONSTRUCTION ENGINEERING INC (132940):				347.40
<b>ATLAS STRATEGIC COMMUNICATIONS LLC (133180)</b>				
	5093	CONSULTING - STRATEGIC COMMUNICATIONS	09/22/2023	5,550.00
	5100	CONSULTING - STRATEGIC COMMUNICATIONS	09/22/2023	5,962.50
Total :				11,512.50
Total ATLAS STRATEGIC COMMUNICATIONS LLC (133180):				11,512.50
<b>BEAVERSON, AMY (132101)</b>				
	17.3701.14	REFUND CREDIT BALANCE	09/20/2023	58.63
Total :				58.63
Total BEAVERSON, AMY (132101):				58.63
<b>BIG HORN PAINT (133119)</b>				
SHEARER PAINTING LLC	24JNY	PAINT AND SPRAYER TO REFURBISH DUMPSTERS	09/12/2023	313.96
Total :				313.96
Total BIG HORN PAINT (133119):				313.96
<b>BLACK, BARRY (133324)</b>				
	030379081	REFUND OF WATER CARD BALANCE	09/14/2023	39.00
Total :				39.00
Total BLACK, BARRY (133324):				39.00
<b>BLUE CROSS BLUE SHIELD OF WYOMING (1360)</b>				
	230905205983	INSURANCE Oct 2023	09/05/2023	164,565.02
Total :				164,565.02
Total BLUE CROSS BLUE SHIELD OF WYOMING (1360):				164,565.02

Secondary Name	Invoice	Description	Invoice Date	Total Cost
<b>BORDER STATES INDUSTRIES, INC (1420)</b>				
	926804318	4-WAY MODULE	08/11/2023	516.27
	926804318	4-WAY MODULE	08/11/2023	1,032.54
	926969922	1/0 TERMINATORS	09/08/2023	486.54
	926969932	CIA BRACKETS	09/08/2023	1,883.57
	927013797	CIA BRACKETS	09/15/2023	470.88
	927058369	3 PHASE, FIBERGLASS CIA BRACKET	09/22/2023	1,643.49
Total :				6,033.29
Total BORDER STATES INDUSTRIES, INC (1420):				6,033.29
<b>BOWEN COLLINS &amp; ASSOCIATES (133081)</b>				
	32437	PHASE 1 OF THE STORM DRAIN MASTER PLAN	09/11/2023	13,067.11
Total :				13,067.11
Total BOWEN COLLINS & ASSOCIATES (133081):				13,067.11
<b>CENTURY LINK (10091)</b>				
	9192023	PHONE CHARGES - SCHOOL RESOURCE OFFICER	09/19/2023	49.60
Total :				49.60
Total CENTURY LINK (10091):				49.60
<b>CITY OF CODY 1 (2261)</b>				
PETTY CASH REIMBURSEMENT - CIT	09212023	NEW PLATES FOR POLICE EXPLORERS	09/21/2023	20.00
PETTY CASH REIMBURSEMENT - CIT	09212023	MONEY ORDER FEES FOR PLATES	09/21/2023	2.00
PETTY CASH REIMBURSEMENT - CIT	09212023	NEW PLATES FOR POLICE TRAVEL VEHICLE	09/21/2023	10.00
PETTY CASH REIMBURSEMENT - CIT	09212023	MONEY ORDER FEES FOR PLATES	09/21/2023	1.00
PETTY CASH REIMBURSEMENT - CIT	09212023	TITLE FOR POLICE TRAVEL VEHICLE	09/21/2023	15.00
PETTY CASH REIMBURSEMENT - CIT	09212023	TITLE AND VIN FOR WW VAN	09/21/2023	25.00
PETTY CASH REIMBURSEMENT - CIT	09212023	MONEY ORDER FEES FOR PLATES	09/21/2023	1.00
PETTY CASH REIMBURSEMENT - CIT	09212023	ELECTRIC & ACCESS EASEMENT FILING	09/21/2023	43.00
PETTY CASH REIMBURSEMENT - CIT	09212023	ELECTRIC & ACCESS EASEMENT FILING	09/21/2023	18.00
PETTY CASH REIMBURSEMENT - CIT	09212023	ELECTRIC & ACCESS EASEMENT FILING	09/21/2023	23.00
PETTY CASH REIMBURSEMENT - CIT	09212023	ELECTRIC & ACCESS EASEMENT FILING	09/21/2023	20.00
PETTY CASH REIMBURSEMENT - CIT	09212023	ELECTRIC & ACCESS EASEMENT FILING	09/21/2023	20.00
PETTY CASH REIMBURSEMENT - CIT	09212023	NEW PLATES FOR WW VAN	09/21/2023	10.00
PETTY CASH REIMBURSEMENT - CIT	09212023	CONDITIONAL USE PERMIT FILING	09/21/2023	42.00
Total :				250.00
Total CITY OF CODY 1 (2261):				250.00
<b>CROELL INC (133102)</b>				
	3960	ASPHALT NORTH STREET	09/08/2023	1,550.40
	773060	WASHED SAND 2AB CHIP SEAL	08/28/2023	428.10
Total :				1,978.50
Total CROELL INC (133102):				1,978.50
<b>DEARBORN LIFE INSURANCE COMPANY (131563)</b>				
	10012023	Premium Oct 2023	09/21/2023	373.90

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				373.90
Total DEARBORN LIFE INSURANCE COMPANY (131563):				373.90
<b>ENERGY LABORATORIES, INC (4120)</b>				
DEPARTMENT 6250	582188	COLIFORM TESTING	09/21/2023	165.00
Total :				165.00
Total ENERGY LABORATORIES, INC (4120):				165.00
<b>ENNIST III, ROBERT F (131798)</b>				
BIG HORN FOOD SERVICES	3204	RESTROOM SUPPLIES	09/14/2023	565.42
Total :				565.42
Total ENNIST III, ROBERT F (131798):				565.42
<b>EXPRESS SERVICES INC (132433)</b>				
	29621658	CONTRACT EMPLOYMENT SERVICES - SEASONAL PARKS WORKER	09/13/2023	2,271.36
	29655717	CONTRACT EMPLOYMENT SERVICES - SEASONAL PARKS WORKER	09/19/2023	2,125.76
	29655718	CONTRACT EMPLOYMENT SERVICES - SEASONAL PARKS WORKER	09/19/2023	291.20-
Total :				4,105.92
Total EXPRESS SERVICES INC (132433):				4,105.92
<b>FARLOW, IRENE (131831)</b>				
DBA: CODY CAB LLC	9092023	TIPSY TAXI PROGRAM	09/19/2023	540.00
Total :				540.00
Total FARLOW, IRENE (131831):				540.00
<b>FINISHING TOUCH CAR &amp; TRUCK INC (126968)</b>				
	46240	VEHICLE TOWING DURING CHIP SEALING	08/23/2023	1,350.00
Total :				1,350.00
Total FINISHING TOUCH CAR & TRUCK INC (126968):				1,350.00
<b>FRANDSON SAFETY, INC. (130638)</b>				
	99170	CHLORINE CALIBRATION	09/07/2023	84.00
Total :				84.00
Total FRANDSON SAFETY, INC. (130638):				84.00
<b>GONZALEZ, LAUREN (133328)</b>				
	60867863	REC CENTER REFUND	09/18/2023	475.75
Total :				475.75
Total GONZALEZ, LAUREN (133328):				475.75

Secondary Name	Invoice	Description	Invoice Date	Total Cost
<b>JOHN ANDREW LLC (132867)</b>				
KEELE SANITATION	36235	PORTABLE RESTROOM SERVICE	09/11/2023	80.00
Total :				80.00
Total JOHN ANDREW LLC (132867):				80.00
<b>KOIVUPALO, ROBERT (133327)</b>				
	17.0532.21	UTILITY DEPOSIT REFUND	09/15/2023	138.08
Total :				138.08
Total KOIVUPALO, ROBERT (133327):				138.08
<b>LEISURE IN MONTANA INC (131545)</b>				
	CRM0003250	CORE DRUM RETURN		-30.00
	SAL29519-1	POOL CHEMICALS	09/18/2023	2,534.76
	SAL29519-1	POOL CHEMICALS	09/18/2023	2,534.76
Total :				5,039.52
Total LEISURE IN MONTANA INC (131545):				5,039.52
<b>MERCHANT JT&amp;S (123069)</b>				
	7701	2ND YEAR APPRENTICE BOOK	09/19/2023	550.00
Total :				550.00
Total MERCHANT JT&S (123069):				550.00
<b>MORRISON, JOHN (132961)</b>				
	7.1170.29	UTILITY DEPOSIT REFUND	09/12/2023	33.85
Total :				33.85
Total MORRISON, JOHN (132961):				33.85
<b>NATIONAL MEDICAL SERVICES INC (129797)</b>				
NMS LABS	1218465	EVIDENCE TESTING - CASE #22-610	08/31/2023	454.00
Total :				454.00
Total NATIONAL MEDICAL SERVICES INC (129797):				454.00
<b>NORTHWEST PIPE (7400)</b>				
	71000026	PARTS FOR 1.5" TAP	09/11/2023	843.01
	7965208-1	HYDRANT REPAIR KITS	09/18/2023	200.00
Total :				1,043.01
Total NORTHWEST PIPE (7400):				1,043.01
<b>OFFICE SHOP INC (7440)</b>				
	252200	COPIER CONTRACT - CITY SHOP	09/25/2023	5.72
	252200	COPIER CONTRACT - CITY SHOP	09/25/2023	5.72
	252200	COPIER CONTRACT - CITY SHOP	09/25/2023	5.04
	252200	COPIER CONTRACT - CITY SHOP	09/25/2023	5.72
	252200	COPIER CONTRACT - CITY SHOP	09/25/2023	5.72
	252200	COPIER CONTRACT - CITY SHOP	09/25/2023	5.70

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				33.62
Total OFFICE SHOP INC (7440):				33.62
<b>ONIX NETWORKING CORPORATION (132516)</b>				
	SIN014717	GOOGLE WORKSPACE	09/11/2023	297.53
	SIN014717	GOOGLE WORKSPACE	09/11/2023	351.62
	SIN014717	GOOGLE WORKSPACE	09/11/2023	32.93
	SIN014717	GOOGLE WORKSPACE	09/11/2023	35.28
	SIN014717	GOOGLE WORKSPACE	09/11/2023	67.03
	SIN014717	GOOGLE WORKSPACE	09/11/2023	64.68
	SIN014717	GOOGLE WORKSPACE	09/11/2023	94.08
	SIN014717	GOOGLE WORKSPACE	09/11/2023	54.10
	SIN014717	GOOGLE WORKSPACE	09/11/2023	27.05
	SIN014717	GOOGLE WORKSPACE	09/11/2023	24.70
	SIN014717	GOOGLE WORKSPACE	09/11/2023	30.58
	SIN014717	GOOGLE WORKSPACE	09/11/2023	30.58
	SIN014717	GOOGLE WORKSPACE	09/11/2023	51.74
	SIN014717	GOOGLE WORKSPACE	09/11/2023	14.10
	SIN014718	GOOGLE WORKSPACE	09/11/2023	3,672.35
	SIN014718	GOOGLE WORKSPACE	09/11/2023	4,340.04
	SIN014718	GOOGLE WORKSPACE	09/11/2023	406.43
	SIN014718	GOOGLE WORKSPACE	09/11/2023	435.46
	SIN014718	GOOGLE WORKSPACE	09/11/2023	827.37
	SIN014718	GOOGLE WORKSPACE	09/11/2023	798.34
	SIN014718	GOOGLE WORKSPACE	09/11/2023	1,161.22
	SIN014718	GOOGLE WORKSPACE	09/11/2023	667.70
	SIN014718	GOOGLE WORKSPACE	09/11/2023	333.85
	SIN014718	GOOGLE WORKSPACE	09/11/2023	304.82
	SIN014718	GOOGLE WORKSPACE	09/11/2023	377.40
	SIN014718	GOOGLE WORKSPACE	09/11/2023	377.40
	SIN014718	GOOGLE WORKSPACE	09/11/2023	638.67
	SIN014718	GOOGLE WORKSPACE	09/11/2023	174.15
	SIN014719	GOOGLE WORKSPACE	09/11/2023	267.78
	SIN014719	GOOGLE WORKSPACE	09/11/2023	316.46
	SIN014719	GOOGLE WORKSPACE	09/11/2023	29.64
	SIN014719	GOOGLE WORKSPACE	09/11/2023	31.75
	SIN014719	GOOGLE WORKSPACE	09/11/2023	60.33
	SIN014719	GOOGLE WORKSPACE	09/11/2023	58.21
	SIN014719	GOOGLE WORKSPACE	09/11/2023	84.67
	SIN014719	GOOGLE WORKSPACE	09/11/2023	48.69
	SIN014719	GOOGLE WORKSPACE	09/11/2023	24.34
	SIN014719	GOOGLE WORKSPACE	09/11/2023	22.23
	SIN014719	GOOGLE WORKSPACE	09/11/2023	27.52
	SIN014719	GOOGLE WORKSPACE	09/11/2023	27.52
	SIN014719	GOOGLE WORKSPACE	09/11/2023	46.57
	SIN014719	GOOGLE WORKSPACE	09/11/2023	12.69
	SIN014720	GOOGLE WORKSPACE	09/11/2023	510.05
	SIN014720	GOOGLE WORKSPACE	09/11/2023	602.78
	SIN014720	GOOGLE WORKSPACE	09/11/2023	56.45
	SIN014720	GOOGLE WORKSPACE	09/11/2023	60.48
	SIN014720	GOOGLE WORKSPACE	09/11/2023	114.91
	SIN014720	GOOGLE WORKSPACE	09/11/2023	110.88
	SIN014720	GOOGLE WORKSPACE	09/11/2023	161.28
	SIN014720	GOOGLE WORKSPACE	09/11/2023	92.74
	SIN014720	GOOGLE WORKSPACE	09/11/2023	46.37
	SIN014720	GOOGLE WORKSPACE	09/11/2023	42.34

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	SIN014720	GOOGLE WORKSPACE	09/11/2023	52.42
	SIN014720	GOOGLE WORKSPACE	09/11/2023	52.42
	SIN014720	GOOGLE WORKSPACE	09/11/2023	88.70
	SIN014720	GOOGLE WORKSPACE	09/11/2023	24.18
Total :				18,765.60
Total ONIX NETWORKING CORPORATION (132516):				18,765.60
<b>OTIS ELEVATOR COMPANY (129650)</b>				
	F10000117969	FUEL CHARGE	08/14/2023	100.00
Total :				100.00
Total OTIS ELEVATOR COMPANY (129650):				100.00
<b>PARK COUNTY ANIMAL SHELTER (5120)</b>				
	10012023	ANIMAL SERVICE CONTRACT - OCTOBER 2023	10/01/2023	4,166.67
Total :				4,166.67
Total PARK COUNTY ANIMAL SHELTER (5120):				4,166.67
<b>PARK COUNTY TREASURER (7760)</b>				
	09162023	PROPERTY TAXES 2023	09/16/2023	46,171.58
	09162023	PROPERTY TAXES 2023	09/16/2023	27,223.23
	09162023	PROPERTY TAXES 2023	09/16/2023	27,223.23
Total :				100,618.04
Total PARK COUNTY TREASURER (7760):				100,618.04
<b>POINT ARCHITECTS LLC (133218)</b>				
	6321	CONSULTING SERVICES - MENTOCK PARK/SPLASH PAD RESTROOM FACILITY	08/31/2023	446.50
Total :				446.50
Total POINT ARCHITECTS LLC (133218):				446.50
<b>REPRO GRAPHICS INC (9040)</b>				
SELBY'S	B-9005057-000	LOCATOR CLAMP	09/07/2023	500.00
Total :				500.00
Total REPRO GRAPHICS INC (9040):				500.00
<b>RIMROCK TIRE INC (8530)</b>				
	2-237021	MOUNTING BOBCAT TIRES	08/30/2023	155.60
	2-237596	MOWER TIRE REPAIR	09/22/2023	20.15
Total :				175.75
Total RIMROCK TIRE INC (8530):				175.75
<b>ROCKY MOUNTAIN POWER (7570)</b>				
	09192023	UTILITIES - ROCKY MOUNTAIN POWER	09/19/2023	28.28
	09192023	UTILITIES - ROCKY MOUNTAIN POWER	09/19/2023	264.81

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				293.09
Total ROCKY MOUNTAIN POWER (7570):				293.09
<b>SABER PEST CONTROLL LLC (131183)</b>				
	PR104	PEST CONTROL - PARKS AND FIELDS	09/18/2023	360.00
	PR104	PEST CONTROL - PARKS SHOP	09/18/2023	80.00
	R177	PEST CONTROL - RECYCLING/SANITATION	09/13/2023	70.00
	W177	PEST CONTROL - WASTEWATER DEPT	09/13/2023	100.00
Total :				610.00
Total SABER PEST CONTROLL LLC (131183):				610.00
<b>SECRETARY OF STATE (123386)</b>				
	09202023	NOTARY FILING FEE - SGT ERIC WRIGHT	09/20/2023	60.00
Total :				60.00
Total SECRETARY OF STATE (123386):				60.00
<b>STAPLES, CARRIE (133325)</b>				
	5.0060.27	UTILITY DEPOSIT REFUND	09/13/2023	26.44
Total :				26.44
Total STAPLES, CARRIE (133325):				26.44
<b>SYSTEMS GRAPHICS INC (129162)</b>				
ADVANCED INFO SYSTEMS	16254	OUTSOURCE BILLS	09/14/2023	11.63
ADVANCED INFO SYSTEMS	16254	OUTSOURCE BILLS	09/14/2023	73.64
ADVANCED INFO SYSTEMS	16254	OUTSOURCE BILLS	09/14/2023	65.89
ADVANCED INFO SYSTEMS	16254	OUTSOURCE BILLS	09/14/2023	65.89
ADVANCED INFO SYSTEMS	16254	OUTSOURCE BILLS	09/14/2023	85.27
ADVANCED INFO SYSTEMS	16254	OUTSOURCE BILLS	09/14/2023	85.28
ADVANCED INFO SYSTEMS	16255	OUTSOURCE BILLS	09/21/2023	5.30
ADVANCED INFO SYSTEMS	16255	OUTSOURCE BILLS	09/21/2023	33.54
ADVANCED INFO SYSTEMS	16255	OUTSOURCE BILLS	09/21/2023	30.01
ADVANCED INFO SYSTEMS	16255	OUTSOURCE BILLS	09/21/2023	30.01
ADVANCED INFO SYSTEMS	16255	OUTSOURCE BILLS	09/21/2023	38.84
ADVANCED INFO SYSTEMS	16255	OUTSOURCE BILLS	09/21/2023	38.85
Total :				564.15
Total SYSTEMS GRAPHICS INC (129162):				564.15
<b>TAYLOR, SAM (133332)</b>				
	5.0650.10	REFUND CREDIT BALANCE	09/20/2023	650.20
Total :				650.20
Total TAYLOR, SAM (133332):				650.20
<b>THOMAS, JASON (133329)</b>				
SMITH, LINZI	14.3230.19	UTILITY DEPOSIT REFUND	09/19/2023	29.75

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				29.75
Total THOMAS, JASON (133329):				29.75
<b>THOMSON REUTERS - WEST (128108)</b>				
	848887082	CLEAR INVESTIGATIONS MONTHLY PAYMENT	09/01/2023	188.92
Total :				188.92
Total THOMSON REUTERS - WEST (128108):				188.92
<b>T-MOBILE USA INC (133333)</b>				
	9541737430	CELL PHONE RECORDS FROM WARRANT	08/11/2023	25.00
Total :				25.00
Total T-MOBILE USA INC (133333):				25.00
<b>TRAYLOR, DANIEL (133330)</b>				
	215919	LUSK HOTLINE SCHOOL MEAL REIMBURSEMENT	09/14/2023	55.26
Total :				55.26
Total TRAYLOR, DANIEL (133330):				55.26
<b>TWO TOUGH GUYS SERVICES, LLC (126515)</b>				
	001795	ROLL OFF CONTAINER FOR JULY 4TH	07/05/2023	201.58
Total :				201.58
Total TWO TOUGH GUYS SERVICES, LLC (126515):				201.58
<b>VERHEY, SHELLEY (133331)</b>				
	11.0090.11	REFUND CREDIT BALANCE	09/20/2023	114.97
Total :				114.97
Total VERHEY, SHELLEY (133331):				114.97
<b>WELLS FARGO COMMERICAL CARD (132565)</b>				
	09222023	DEF	09/22/2023	267.31
	09222023	propane	09/22/2023	63.75
	09222023	RETURN for backordered boots	09/22/2023	270.00-
	09222023	Greybull Hill graffiti	09/22/2023	6.99
	09222023	pipe	09/22/2023	64.28
	09222023	folders and labels	09/22/2023	51.72
	09222023	Return taser cartridges	09/22/2023	19.92
	09222023	D15 chain	09/22/2023	44.90
	09222023	Rocky Mtn Comm Coll - Meal C06 & C07	09/22/2023	28.56
	09222023	electrical repairs to Auditorium	09/22/2023	1,516.00
	09222023	Rocky Mtn Comm Coll - Meal C06 & C07	09/22/2023	60.90
	09222023	Irrigation	09/22/2023	102.92
	09222023	repairs to boiler	09/22/2023	425.00
	09222023	boiler repairs	09/22/2023	425.00
	09222023	Glendale bed	09/22/2023	377.90
	09222023	WYOPass Conference registration	09/22/2023	165.00
	09222023	community CPR	09/22/2023	36.00



Secondary Name	Invoice	Description	Invoice Date	Total Cost
	09222023	Irrigation	09/22/2023	38.52
	09222023	Greybull Hill graffiti	09/22/2023	127.95
	09222023	repairs to boiler	09/22/2023	2,770.00
	09222023	B14 Mirror housing	09/22/2023	160.00
	09222023	B25 parts	09/22/2023	41.74
	09222023	repairs to fitness equipment	09/22/2023	109.54
	09222023	Rocky Mtn Comm Coll - Gas C06 & C07	09/22/2023	35.15
	09222023	Shop supplies	09/22/2023	22.96
	09222023	Car Wash C18	09/22/2023	9.34
	09222023	Duty boots C10	09/22/2023	299.95
	09222023	community CPR	09/22/2023	72.00
	09222023	Rocky Mtn Comm Coll - Meal C06 & C07	09/22/2023	47.95
	09222023	light bulbs for stage	09/22/2023	132.00
	09222023	Greybull Hill graffiti	09/22/2023	19.98
	09222023	Ladder	09/22/2023	179.94
	09222023	Car Wash C10	09/22/2023	12.00
	09222023	Utilities	09/22/2023	2,976.23
	09222023	Utilities	09/22/2023	6.75
	09222023	Utilities	09/22/2023	208.61
	09222023	Utilities	09/22/2023	12,284.51
	09222023	Utilities	09/22/2023	39.00
	09222023	Greybull Hill graffiti	09/22/2023	3.99
	09222023	Water Samples	09/22/2023	81.40
	09222023	Business cards C08	09/22/2023	54.07
	09222023	Soccer goals	09/22/2023	17.38
	09222023	Irrigation	09/22/2023	5.09
	09222023	Fuel - WAM JIC Board Meeting WORLAND	09/22/2023	38.03
	09222023	Rocky Mtn Comm Coll - Meal C06 & C07	09/22/2023	47.08
	09222023	Rocky Mtn Comm Coll - Meal C06 & C07	09/22/2023	38.06
	09222023	lifeguard certification	09/22/2023	46.00
	09222023	Tires B44	09/22/2023	716.70
	09222023	F01&f07 GUTTER BROOM WIRE	09/22/2023	2,547.00
	09222023	Divot filler	09/22/2023	74.97
	09222023	UA/Evidence to Lab	09/22/2023	7.19
	09222023	Swab boxes	09/22/2023	61.81
	09222023	C07 bolts	09/22/2023	29.52
	09222023	ROW Clearing	09/22/2023	1,600.00
	09222023	SONIC WALL	09/22/2023	1,857.17
	09222023	SONIC WALL	09/22/2023	54.62
	09222023	SONIC WALL	09/22/2023	546.23
	09222023	SONIC WALL	09/22/2023	54.62
	09222023	SONIC WALL	09/22/2023	18.21
	09222023	SONIC WALL	09/22/2023	18.21
	09222023	SONIC WALL	09/22/2023	18.21
	09222023	SONIC WALL	09/22/2023	54.62
	09222023	SONIC WALL	09/22/2023	54.62
	09222023	SONIC WALL	09/22/2023	54.62
	09222023	SONIC WALL	09/22/2023	109.25
	09222023	SONIC WALL	09/22/2023	54.62
	09222023	Paint	09/22/2023	62.99
	09222023	Safety Boots	09/22/2023	195.00
	09222023	repairs to Hotsy quick connect	09/22/2023	6.59
	09222023	Rocky Mtn Comm Coll - Meal C06 & C07	09/22/2023	60.32
	09222023	Uniform Shirts	09/22/2023	149.15
	09222023	level	09/22/2023	173.94
	09222023	Rocky Mtn Comm Coll - Meal C06 & C07	09/22/2023	20.48
	09222023	F01 parts	09/22/2023	115.01
	09222023	Car Wash C27	09/22/2023	15.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	09222023	batteries	09/22/2023	10.49
	09222023	safety vest	09/22/2023	13.99
	09222023	Uniform Shirts	09/22/2023	155.94
	09222023	Car Wash C17	09/22/2023	12.00
	09222023	Car Wash C10	09/22/2023	12.00
	09222023	Simunitions Instructor Training C22 - Meal	09/22/2023	19.48
	09222023	light bulbs for City Hall	09/22/2023	221.68
	09222023	travel food	09/22/2023	23.28
	09222023	lifeguard certification	09/22/2023	46.00
	09222023	whistles, ref shirts, scoreboards	09/22/2023	335.85
	09222023	pickleball sets and goals	09/22/2023	1,141.60
	09222023	motor for HVAC	09/22/2023	56.88
	09222023	travel food	09/22/2023	24.24
	09222023	Firewall service	09/22/2023	3,142.74
	09222023	Travel fuel	09/22/2023	89.89
	09222023	flashlight and pruner	09/22/2023	52.98
	09222023	travel food	09/22/2023	17.88
	09222023	propane	09/22/2023	26.80
	09222023	Car Wash C28	09/22/2023	12.00
	09222023	SEVEN PORT HUB	09/22/2023	13.58
	09222023	Car Wash C13	09/22/2023	11.00
	09222023	travel food	09/22/2023	45.60
	09222023	Simunitions Instructor Training C22 - Meal	09/22/2023	21.12
	09222023	Streets Class	09/22/2023	1,000.00
	09222023	D10 filter	09/22/2023	203.27
	09222023	UA/Evidence to Lab	09/22/2023	7.03
	09222023	Oil D10	09/22/2023	465.84
	09222023	power edge r350	09/22/2023	6,477.69
	09222023	pvc sweeps & straps	09/22/2023	81.81
	09222023	Car Wash C07	09/22/2023	9.00
	09222023	paint	09/22/2023	200.00
	09222023	Stencils	09/22/2023	25.47
	09222023	Annual subscription	09/22/2023	50.00
	09222023	Irrigation	09/22/2023	4.50
	09222023	City Park toilets	09/22/2023	87.98
	09222023	Statement of Qualifications Legal Ads	09/22/2023	362.88
	09222023	minutes and other legal ads	09/22/2023	2,940.00
	09222023	title-wage-name annual legal	09/22/2023	1,108.80
	09222023	annual statement legal	09/22/2023	319.20
	09222023	Advertising, prizes	09/22/2023	20.80
	09222023	lusk hotline school lodging	09/22/2023	582.00
	09222023	Mower maint	09/22/2023	550.74
	09222023	lunch - AOS interviews	09/22/2023	24.68
	09222023	C03 fuel tank	09/22/2023	2,708.78
	09222023	Irrigation	09/22/2023	3.55
	09222023	KOM prizes	09/22/2023	14.56
	09222023	air duster	09/22/2023	27.36
	09222023	De-Escalation Training Flash Drive	09/22/2023	104.00
	09222023	travel food	09/22/2023	47.50
	09222023	Shoulder rest for phone C08	09/22/2023	19.84
	09222023	Receipt books	09/22/2023	33.84
	09222023	Simunitions Instructor Training C22 - Gas	09/22/2023	50.33
	09222023	Notepads	09/22/2023	15.60
	09222023	check in software for kids programs	09/22/2023	79.00
	09222023	nitrile gloves	09/22/2023	127.20
	09222023	Trimming	09/22/2023	31.98
	09222023	washer fluid, bug remover	09/22/2023	35.98
	09222023	ship van plates	09/22/2023	14.18

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	09222023	equipment rental refund	09/22/2023	6,557.63-
	09222023	Simunition Instructor Training C22	09/22/2023	695.00
	09222023	filter B25	09/22/2023	2.92
	09222023	filters SC002 SC009 SC001	09/22/2023	21.04
	09222023	filters A28 A10 A11 battery A17	09/22/2023	157.49
	09222023	filters I13 B03 I15 starter B03 brakes B19 lights K42	09/22/2023	477.06
	09222023	leak detect and ac kit D01 cap D12 filters F05 D11 F07 fuel pump B17	09/22/2023	406.98
	09222023	dolly, test clip, fuel pump kit	09/22/2023	492.38
	09222023	brake cleaner C03 leak repair bearings and seals B12 filter B13	09/22/2023	311.00
	09222023	filter B38	09/22/2023	5.24
	09222023	filter and caps B08	09/22/2023	17.21
	09222023	filters B40 B27	09/22/2023	10.48
	09222023	paint paper	09/22/2023	88.97
	09222023	travel food	09/22/2023	31.76
	09222023	D10 oil	09/22/2023	155.28
	09222023	Car Wash C09	09/22/2023	12.00
	09222023	Simunition Instructor Training C22 - Hotel	09/22/2023	288.36
	09222023	welding wire	09/22/2023	19.99
	09222023	electronic device	09/22/2023	30.16
	09222023	security alarm for pool deck	09/22/2023	22.39-
	09222023	ICC Certificate Renewal	09/22/2023	250.00
	09222023	alarm for pool area	09/22/2023	26.89
	09222023	equipment rental	09/22/2023	8,242.62
	09222023	C07 bolts	09/22/2023	19.54
	09222023	CREDIT for Cancelled SWAT Training - C12, C19	09/22/2023	1,530.00-
	09222023	Car Wash C04	09/22/2023	9.00
	09222023	travel fuel	09/22/2023	36.76
	09222023	Irrigation	09/22/2023	1,363.62
	09222023	Hand tools	09/22/2023	21.99
	09222023	Utilities	09/22/2023	24.08
	09222023	Utilities	09/22/2023	41.23
	09222023	Utilities	09/22/2023	41.23
	09222023	Utilities	09/22/2023	56.66
	09222023	Utilities	09/22/2023	20.62
	09222023	Utilities	09/22/2023	20.62
	09222023	Utilities	09/22/2023	586.29
	09222023	Utilities	09/22/2023	164.92
	09222023	Utilities	09/22/2023	32.16
	09222023	Utilities	09/22/2023	151.20
	09222023	Utilities	09/22/2023	40.01
	09222023	Utilities	09/22/2023	41.23
	09222023	Utilities	09/22/2023	242.50
	09222023	Utilities	09/22/2023	40.01
	09222023	Utilities	09/22/2023	70.03
	09222023	Utilities	09/22/2023	122.47
	09222023	Utilities	09/22/2023	233.76
	09222023	Utilities	09/22/2023	40.01
	09222023	Utilities	09/22/2023	41.23
	09222023	Utilities	09/22/2023	41.23
	09222023	Utilities	09/22/2023	13.61
	09222023	Utilities	09/22/2023	132.27
	09222023	Utilities	09/22/2023	13.06
	09222023	Utilities	09/22/2023	13.61
	09222023	Utilities	09/22/2023	96.14
	09222023	Utilities	09/22/2023	52.05
	09222023	Utilities	09/22/2023	14.02
	09222023	Utilities	09/22/2023	104.71

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	09222023	Utilities	09/22/2023	44.70
	09222023	Utilities	09/22/2023	305.52
	09222023	Utilities	09/22/2023	145.52
	09222023	computers monitors soundbars	09/22/2023	865.00
	09222023	computers monitors soundbars	09/22/2023	1,400.00
	09222023	computers monitors soundbars	09/22/2023	700.00
	09222023	computers monitors soundbars	09/22/2023	1,200.00
	09222023	computers monitors soundbars	09/22/2023	800.00
	09222023	computers monitors soundbars	09/22/2023	300.00
	09222023	computers monitors soundbars	09/22/2023	510.00
	09222023	packer cylinder	09/22/2023	9,098.25
	09222023	Utilities	09/22/2023	86.45
	09222023	Utilities	09/22/2023	87.55
	09222023	Utilities	09/22/2023	1,722.70
	09222023	Utilities	09/22/2023	56.45
	09222023	Utilities	09/22/2023	193.76
	09222023	Utilities	09/22/2023	518.75
	09222023	Utilities	09/22/2023	518.75
	09222023	Utilities	09/22/2023	72.40
	09222023	Utilities	09/22/2023	87.55
	09222023	Utilities	09/22/2023	193.76
	09222023	Utilities	09/22/2023	159.00
	09222023	Utilities	09/22/2023	199.63
	09222023	Utilities	09/22/2023	98.35
	09222023	Utilities	09/22/2023	89.56
	09222023	Coffee pot	09/22/2023	293.97
	09222023	road markers	09/22/2023	16.42
	09222023	Galvanized cans for downtown	09/22/2023	227.94
	09222023	computers, monitors sound bars	09/22/2023	1,600.00
	09222023	computers, monitors sound bars	09/22/2023	100.00
	09222023	Plumbing	09/22/2023	21.58
	09222023	Sprinkler tool	09/22/2023	5.00
	09222023	screens for drains	09/22/2023	19.99
	09222023	WRPA conference registration	09/22/2023	235.00
	09222023	IDOC Renewal	09/22/2023	100.00
	09222023	computers, monitors, sound bars	09/22/2023	1,022.00
	09222023	Breakroom supplies	09/22/2023	25.47
	09222023	Binding spines, pens, label tape	09/22/2023	136.45
	09222023	crafts for kids programs	09/22/2023	18.95
	09222023	F02 brakes	09/22/2023	855.08
	09222023	capicator for pump	09/22/2023	8.64
	09222023	Plumbing	09/22/2023	74.99
	09222023	adobe acrobat pro	09/22/2023	538.79
	09222023	monitors	09/22/2023	90.00
	09222023	monitors	09/22/2023	54.00
	09222023	propane	09/22/2023	22.40
	09222023	Soccer ties	09/22/2023	44.97
	09222023	Food 4 Interviews & Debrief	09/22/2023	67.93
	09222023	drinking water	09/22/2023	32.74
	09222023	Snacks for SRO Office	09/22/2023	58.65
	09222023	First Aid Supplies, emergency supplies	09/22/2023	16.52
	09222023	monitors, computers, sound bars	09/22/2023	324.00
	09222023	stands	09/22/2023	29.65
	09222023	Laundry detergent	09/22/2023	12.97
	09222023	KOM snacks.	09/22/2023	115.48
	09222023	Refund of Tax charged	09/22/2023	32.09-
	09222023	printers	09/22/2023	818.99
	09222023	lock repair	09/22/2023	75.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	09222023	mixed oil/fuel	09/22/2023	37.96
	09222023	CPR training for Tiffani Blethen	09/22/2023	95.00
	09222023	asphalt patch	09/22/2023	2,038.80
	09222023	DebtBook Annual software subscription	09/22/2023	307.14
	09222023	Annual software subscription	09/22/2023	1,126.18
	09222023	Annual software subscription	09/22/2023	204.76
	09222023	Annual software subscription	09/22/2023	102.38
	09222023	Annual software subscription	09/22/2023	102.38
	09222023	Annual software subscription	09/22/2023	921.42
	09222023	Annual software subscription	09/22/2023	307.14
	09222023	Annual software subscription	09/22/2023	204.76
	09222023	Annual software subscription	09/22/2023	102.38
	09222023	Annual software subscription	09/22/2023	716.66
	09222023	Annual software subscription	09/22/2023	1,638.08
	09222023	DebtBook Annual software subscription	09/22/2023	1,228.56
	09222023	Annual software subscription	09/22/2023	3,276.16
	09222023	supplies	09/22/2023	85.83
	09222023	batteries	09/22/2023	8.00
	09222023	batteries	09/22/2023	8.00
	09222023	batteries	09/22/2023	8.00
	09222023	batteries	09/22/2023	7.98
	09222023	A102 Key	09/22/2023	103.01
	09222023	Plumbing	09/22/2023	8.98
	09222023	final Updated invoice	09/22/2023	30.86
	09222023	Cell phone service	09/22/2023	80.08
	09222023	Cell phone service	09/22/2023	43.92
	09222023	Cell phone service CREDIT	09/22/2023	25.52-
	09222023	Cell phone service	09/22/2023	43.92
	09222023	Soccer net straps	09/22/2023	117.00
	09222023	propane	09/22/2023	40.00
	09222023	Car Wash C07	09/22/2023	9.00
	09222023	Risk assessments	09/22/2023	340.80
	09222023	updated invoice tax removed	09/22/2023	32.06
	09222023	hammers, ratchet straps	09/22/2023	114.95
	09222023	Utilities	09/22/2023	2,379.41
	09222023	Utilities	09/22/2023	7.30
	09222023	Utilities	09/22/2023	317.42
	09222023	Utilities	09/22/2023	12,766.53
	09222023	Utilities	09/22/2023	44.16
	09222023	printer for new office addition	09/22/2023	399.99
	09222023	Utilities	09/22/2023	5.42
	09222023	Utilities	09/22/2023	1,734.61
	09222023	Utilities	09/22/2023	.09
	09222023	Utilities	09/22/2023	6,281.29
	09222023	Utilities	09/22/2023	505.99
	09222023	Utilities	09/22/2023	1,172.98
	09222023	Utilities	09/22/2023	847.69
	09222023	Utilities	09/22/2023	418.13
	09222023	Utilities	09/22/2023	712.36
	09222023	Utilities	09/22/2023	9.78
	09222023	Utilities	09/22/2023	16.41
	09222023	Utilities	09/22/2023	7,722.17
	09222023	Utilities	09/22/2023	7,719.14
	09222023	Utilities	09/22/2023	19.03
	09222023	Utilities	09/22/2023	383.80
	09222023	Utilities	09/22/2023	9.78
	09222023	Utilities	09/22/2023	9,787.56
	09222023	Utilities	09/22/2023	9.78

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	09222023	Utilities	09/22/2023	1,048.70
	09222023	Utilities	09/22/2023	9.78
	09222023	Utilities	09/22/2023	45.45
	09222023	Utilities	09/22/2023	330.62
	09222023	Utilities	09/22/2023	9.78
	09222023	Utilities	09/22/2023	1,260.61
	09222023	Utilities	09/22/2023	1,260.61
	09222023	Utilities	09/22/2023	380.51
	09222023	Utilities	09/22/2023	.46
	09222023	F01 sensor	09/22/2023	166.86
	09222023	security camera and bell for aquatics	09/22/2023	119.18
	09222023	cables and ports for computer	09/22/2023	21.18
	09222023	A01 parts	09/22/2023	99.20
	09222023	Car Wash	09/22/2023	18.00
	09222023	D10 oil	09/22/2023	320.82
	09222023	rags	09/22/2023	51.96
	09222023	spotlight	09/22/2023	49.99
	09222023	new grate for locker rooms	09/22/2023	400.47
	09222023	new grate for locker rooms	09/22/2023	400.46
	09222023	Business cards	09/22/2023	128.92
	09222023	Parking stickers	09/22/2023	134.99
	09222023	custodial supplies	09/22/2023	2,603.43
	09222023	custodial supplies	09/22/2023	2,603.42
	09222023	Car Wash C13	09/22/2023	11.00
	09222023	Field paint	09/22/2023	619.20
	09222023	WRPA Membership	09/22/2023	50.00
	09222023	WRPA Conference registration	09/22/2023	220.00
	09222023	rotary dues	09/22/2023	233.50
	09222023	embroidery	09/22/2023	50.00
	09222023	Trimmer	09/22/2023	45.98
	09222023	Irrigation	09/22/2023	451.89
	09222023	floor dry	09/22/2023	45.40
	09222023	Car Wash C27	09/22/2023	23.00
	09222023	C03 tank bolts	09/22/2023	2.91
	09222023	concerts ads	09/22/2023	336.00
	09222023	vacancy ad	09/22/2023	528.00
	09222023	vacancy ad	09/22/2023	240.00
	09222023	vacancy ad	09/22/2023	240.00
	09222023	vacancy ad	09/22/2023	60.00
	09222023	vacancy ad	09/22/2023	67.50
	09222023	vacancy ad	09/22/2023	180.00
	09222023	ads	09/22/2023	154.00
	09222023	marketing ads	09/22/2023	423.00
	09222023	hydraulic fluid	09/22/2023	648.40
	09222023	tire tube	09/22/2023	16.95
	09222023	business cards	09/22/2023	11.38
	09222023	facial tissues admin	09/22/2023	34.01
	09222023	towels	09/22/2023	22.18
	09222023	markers	09/22/2023	1.10
	09222023	dish soap	09/22/2023	4.94
	09222023	hand cleaner	09/22/2023	10.97
	09222023	coffee and dish soap	09/22/2023	15.16
	09222023	hose for shower	09/22/2023	19.99
	09222023	Soap for tiny tots	09/22/2023	14.47
	09222023	marking paint	09/22/2023	442.14
	09222023	tape;cable ties	09/22/2023	327.75
	09222023	shop supplies	09/22/2023	28.66
	09222023	C03 tank strap	09/22/2023	135.80

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	09222023	shop supplies	09/22/2023	54.97
	09222023	Administrative Services Meetings	09/22/2023	18.47
	09222023	paint	09/22/2023	12.00
	09222023	digging bar	09/22/2023	41.99
	09222023	Certified mail costs	09/22/2023	8.56
	09222023	FR hard hat brims	09/22/2023	238.00
	09222023	meeting expense opioid committee	09/22/2023	53.72
	09222023	Cleaning supplies	09/22/2023	9.99
	09222023	towels	09/22/2023	25.70
	09222023	towels	09/22/2023	25.69
	09222023	Vest orders	09/22/2023	51.17
	09222023	spa timer	09/22/2023	87.02
	09222023	Irrigation	09/22/2023	326.03
	09222023	fasteners	09/22/2023	39.19
	09222023	C05 parts	09/22/2023	972.65
	09222023	J29 parts	09/22/2023	243.69
	09222023	meeting expense	09/22/2023	53.59
	09222023	D05 tire	09/22/2023	16.14
	09222023	crafts for kids programs	09/22/2023	6.98
	09222023	C04 Car wash	09/22/2023	9.00
	09222023	sink faucet	09/22/2023	140.96
	09222023	staff engineer ad	09/22/2023	185.00
	09222023	D10 pump	09/22/2023	6,087.54
	09222023	FR clothing	09/22/2023	636.88
	09222023	tracer wire	09/22/2023	117.63
	09222023	safety glasses	09/22/2023	24.54
	09222023	staff engineer ad	09/22/2023	375.00
	09222023	repair parts RV dump	09/22/2023	8.73
	09222023	coffee, water	09/22/2023	35.46
	09222023	admin recognition	09/22/2023	267.27
	09222023	planners and calendars	09/22/2023	83.44
	09222023	B32 cable	09/22/2023	70.58
	09222023	poly pipe and stiffners	09/22/2023	68.06
	09222023	UTV hitch return	09/22/2023	18.76-
	09222023	battery	09/22/2023	16.99
	09222023	shop supplies	09/22/2023	8.59
	09222023	bait station for Aud kitchen	09/22/2023	11.99
	09222023	Batteries	09/22/2023	22.77
	09222023	Batteries	09/22/2023	22.76
	09222023	WY Criminal & Traffic Law Books	09/22/2023	863.92
	09222023	shop light	09/22/2023	69.99
	09222023	G10 parts	09/22/2023	296.86
	09222023	Toner for ST Evidence Printer	09/22/2023	150.89
	09222023	Counterfeit checking pens	09/22/2023	6.84
	09222023	UA/Evidence to Lab	09/22/2023	7.19
	09222023	C23 Car wash	09/22/2023	9.00
	09222023	F01 parts	09/22/2023	93.84
	09222023	C05 parts	09/22/2023	147.39
	09222023	UTV hitch assembly	09/22/2023	45.62
	09222023	Lamination sheets	09/22/2023	13.47
	09222023	Breakroom supplies	09/22/2023	16.94
	09222023	UTV ball	09/22/2023	9.38
	09222023	Opioid Committee Meeting Lunch -	09/22/2023	152.12
	09222023	H03 parts	09/22/2023	33.96
	09222023	disney plus for kids programs	09/22/2023	10.99
	09222023	swim suit spinner for Aquatics	09/22/2023	1,539.00
	09222023	Desk & File Organizer	09/22/2023	83.35
	09222023	vests	09/22/2023	31.54

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	09222023	repair parts north tower	09/22/2023	28.99
	09222023	electrical for sewage pump	09/22/2023	110.00
	09222023	electrical repairs to swim suit spinner	09/22/2023	260.00
	09222023	lift for clean week	09/22/2023	387.50
	09222023	lift for clean week	09/22/2023	387.50
	09222023	door repair in Tiny Tots	09/22/2023	26.99
	09222023	wasp spray	09/22/2023	6.99
	09222023	gloves	09/22/2023	29.98
	09222023	Duty belts	09/22/2023	325.11
	09222023	DEF	09/22/2023	267.31
	09222023	pool rec program supplies	09/22/2023	131.55
	09222023	office supplies	09/22/2023	41.08
	09222023	Irrigation	09/22/2023	9.67
	09222023	HAZMAT School C13 - Meal	09/22/2023	17.83
	09222023	bulbs for rec center	09/22/2023	37.01
	09222023	Spotify music for fitness classes	09/22/2023	16.99
	09222023	propane	09/22/2023	60.80
	09222023	Halloween supplies	09/22/2023	30.98
	09222023	Adobe Sign Annual Software Subscription	09/22/2023	100.77
	09222023	Adobe Sign Annual Software Subscription	09/22/2023	369.49
	09222023	Adobe Sign Annual Software Subscription	09/22/2023	67.18
	09222023	Adobe Sign Annual Software Subscription	09/22/2023	33.59
	09222023	Adobe Sign Annual Software Subscription	09/22/2023	33.59
	09222023	Adobe Sign Annual Software Subscription	09/22/2023	302.31
	09222023	Adobe Sign Annual Software Subscription	09/22/2023	100.77
	09222023	Adobe Sign Annual Software Subscription	09/22/2023	67.18
	09222023	Adobe Sign Annual Software Subscription	09/22/2023	33.59
	09222023	Adobe Sign Annual Software Subscription	09/22/2023	235.13
	09222023	Adobe Sign Annual Software Subscription	09/22/2023	537.45
	09222023	Adobe Sign Annual Software Subscription	09/22/2023	403.08
	09222023	Adobe Sign Annual Software Subscription	09/22/2023	1,074.91
	09222023	C27 Car wash	09/22/2023	15.00
	09222023	HAZMAT School C13 - Meal	09/22/2023	22.00
	09222023	pvc parts	09/22/2023	30.87
	09222023	F01 parts	09/22/2023	81.58
	09222023	HAZMAT School C13 - Baggage Fee	09/22/2023	35.00
	09222023	bulbs for Rec Center	09/22/2023	79.57
	09222023	Cam lock	09/22/2023	20.47
	09222023	photo eyes, repairs	09/22/2023	400.42
	09222023	MS Office Suite	09/22/2023	429.99
	09222023	Irrigation	09/22/2023	67.84
	09222023	Credit tax charge	09/22/2023	3.00-
	09222023	Field paint	09/22/2023	581.40
	09222023	C03 fitting	09/22/2023	69.80
	09222023	pre employment fit for duty exam	09/22/2023	100.00
	09222023	WRPA dues	09/22/2023	50.00
	09222023	WRPA conference	09/22/2023	185.00
	09222023	grease	09/22/2023	126.07
	09222023	utility room supplies	09/22/2023	36.76
	09222023	Plumbing	09/22/2023	9.59
	09222023	C12 Car wash	09/22/2023	9.00
	09222023	outdoor bulbs	09/22/2023	186.95
	09222023	C03 Car wash	09/22/2023	9.00
	09222023	Irrigation	09/22/2023	33.33
	09222023	Shop supplies	09/22/2023	78.00
	09222023	C07 Car wash	09/22/2023	9.00
	09222023	pre employment psychological exam	09/22/2023	400.00
	09222023	Dawson shirts	09/22/2023	119.95



Secondary Name	Invoice	Description	Invoice Date	Total Cost
	09222023	Irrigation	09/22/2023	28.99
	09222023	Shop supplies	09/22/2023	13.78
	09222023	C27 Car wash	09/22/2023	15.00
	09222023	medicine ball	09/22/2023	29.95
	09222023	various hardware	09/22/2023	70.21
	09222023	supplies to recaulk steam room	09/22/2023	38.95
	09222023	Desk organizers C20, C22	09/22/2023	67.94
	09222023	Flash drives	09/22/2023	527.67
	09222023	curb stop bushing	09/22/2023	5.46
	09222023	Car wash C20	09/22/2023	12.00
	09222023	glue	09/22/2023	10.31
	09222023	disposable gloves	09/22/2023	20.39
	09222023	Pole saw	09/22/2023	780.48
	09222023	uniform shirts	09/22/2023	40.78
	09222023	boots	09/22/2023	186.99
	09222023	B08 parts	09/22/2023	602.60
Total :				198,575.07
Total WELLS FARGO COMMERCIAL CARD (132565):				198,575.07
<b>WESTERN UNITED ELECTRIC SUPPLY (10605)</b>				
	6096077	TRAN BASEMENT	09/08/2023	2,353.59
Total :				2,353.59
Total WESTERN UNITED ELECTRIC SUPPLY (10605):				2,353.59
<b>Y-TEX CORPORATION (133326)</b>				
	268026	TAGS FOR FRONT DESK LOCKERS	08/21/2023	279.26
Total :				279.26
Total Y-TEX CORPORATION (133326):				279.26
<b>ZIVARO INC (131755)</b>				
	IC0463712	EVAULT CLOUD DATA STORAGE	09/21/2023	27.71
	IC0463712	EVAULT CLOUD DATA STORAGE	09/21/2023	277.12
	IC0463712	EVAULT CLOUD DATA STORAGE	09/21/2023	9.24
	IC0463712	EVAULT CLOUD DATA STORAGE	09/21/2023	27.71
	IC0463712	EVAULT CLOUD DATA STORAGE	09/21/2023	55.42
	IC0463712	EVAULT CLOUD DATA STORAGE	09/21/2023	36.95
	IC0463712	EVAULT CLOUD DATA STORAGE	09/21/2023	360.25
	IC0463712	EVAULT CLOUD DATA STORAGE	09/21/2023	46.19
	IC0463712	EVAULT CLOUD DATA STORAGE	09/21/2023	27.71
	IC0463712	EVAULT CLOUD DATA STORAGE	09/21/2023	27.71
	IC0463712	EVAULT CLOUD DATA STORAGE	09/21/2023	27.71
Total :				923.72
Total ZIVARO INC (131755):				923.72
Grand Totals:				556,164.64
		Payroll 09/24/23		287,667.35
		Totals		843,831.99

## SERVICE AGREEMENT

This Service Agreement ("Agreement"), by and between the City of Cody Wyoming (the "City"), and CJS Limited Liability Company (the "Service Provider"),

### WITNESSETH

WHEREAS, the City wishes to receive traffic school services from Service Provider from time to time and Service Provider is willing to provide such traffic school services, and City and Service Provider wish to enter into this Agreement to set forth the terms and conditions on which services will be provided.

NOW, THEREFORE, the City and Service Provider hereby mutually covenant and agree as follows:

1. Engagement of Service Provider. Service Provider is hereby retained by the City, and Service Provider hereby accepts such retention, as a traffic school provider for the City for the compensation and on the terms and conditions hereinafter expressed. Service Provider shall perform such service duties ("Services") which will consist of (i) providing Internet-based traffic school, and (ii) providing support to persons using said Internet-based traffic school.

2. Service Provider's Duties. Service Provider will provide an Internet-based traffic school for the City, along with support for said traffic school. Service Provider will also provide training for any City employees deemed in need of such training by both the City and Service Provider.

3. City's Duties. City may, at the discretion of City's Attorneys or City's Court, refer individuals with moving citations ("Defendants") to Service Provider's Internet-based traffic school when deemed proper for a Defendant to attend the Internet-based traffic school.

4. Compensation for Services. The Service Provider agrees to pay to the City the following fees (collectively, the "Fee"):

(a) The City will set the rate that each Defendant shall pay to Service Provider for using the Internet-based traffic school. The City agrees that the rate set shall exceed \$24.95, and shall not exceed \$125.00. The Service Provider will pay the City any amount collected that is above the Monthly Base Price set forth in this Section.

(b) The Service Provider's Monthly Base Price for use of the Service Provider's traffic school will be according to the standard volume discount schedule set forth here.

<b>Defendants per Month</b>	<b>Monthly Base Price</b>
0 - 14	\$19.85
15 - 29	\$18.25
30 - 59	\$16.70
60 - 119	\$15.05
120 - 219	\$13.30
220 - 419	\$11.45
420 and above	\$9.55

NOTE: The charge for all Defendants in a month will be at the same Monthly Base Price.

(c) The amounts payable to the City under this Subsection shall be payable on or before the fifteenth day of the following month after traffic school was attended by the Defendant. The parties understand that payment will not be more frequent than once per month.

(d) In the event that a credit card chargeback occurs and cannot be resolved, the Service Provider will assume a loss of the amount equal to Monthly Base Price used during the month the person initiating the chargeback was billed, plus the additional chargeback fee of the credit card processing agent. The City will assume the loss of any amount charged in excess of the Monthly Base Price used during the month the person initiating the chargeback was billed.

(e) The Service Provider has no obligation to notify the City of any reductions in the Monthly Base Price. The Service Provider agrees that no increase in the Monthly Base Price will be made without the specific approval of the City and within the first three years of this contract.

5. Term. The term of this Agreement (the "Term") shall begin on the date of this Agreement and expire on December 31 of each year; and will automatically be extended for an additional one-year term with the same terms and conditions without need of additional written contracts and may be terminated during the Term as provided in Section 6 hereof.

6. Termination of Agreement. Notwithstanding that the Term shall not have been completed, the City may terminate this Agreement (a) upon 60 day written notice to the Service Provider that Services are no longer desired, or (b) the Service Provider is not able to resolve any technical issues, or (c) the Service Provider is not able to match any competitive agreements into which the City may have entered or desire to enter.

Notwithstanding that the Term shall not have been completed, the Service Provider may terminate this Agreement (a) upon written notice to the City 60 days prior to termination of Services. If this Agreement is terminated, the Service Provider shall only be obligated to make payments of Fees due the City according to the regular payment schedule for one year from date of written notice.

7. Duties of Service Provider Relating to Rendering Services. Service Provider shall at all times be acting and performing hereunder as an independent contractor. In connection with the

performance by Service Provider of Services, the City shall not have or exercise any control or direction over the Services performed by Service Provider, and will not in any way supervise or control Service Provider's activities. Service Provider shall perform all of the Services herein provided for relying on Service Provider's own experience, knowledge, judgment and techniques. Service Provider shall not, in the performance of Service Provider's duties, be managed or advised concerning the same by the City. Service Provider will not be acting as the employee, agent, partner, servant or representative of the City, and Service Provider will not have any authority to bind the City or any subsidiary of the City in any manner.

8. Privacy Agreement. Any information collected from individuals by the Service Provider's website is for the internal use of the City and Service provider and both acknowledge that such information shall not be resold, sublicensed, delivered or displayed in any way or used by any third party.

9. Confidential Information. Service Provider agrees to keep confidential any information deemed confidential by the City and the Wyoming Public Records Act. Upon the termination of this Agreement for any reason, Service Provider will not take or retain from the premises of the City any records, files or other documents, or copies thereof, relating in any way to the business operations of the City.

10. Assignability. The Service Provider shall not have the right to assign this Agreement except to a subsidiary or sister company of the Service Provider and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by or against said assigns. The rights, benefits and obligations of Service Provider under this Agreement are personal to Service Provider, and no such rights, benefits or obligations shall be subject to voluntary or involuntary alienation, assignment or transfer.

11. Governing Law; Consent to Jurisdiction. This Agreement shall be deemed to have been made under, and shall be construed and interpreted in accordance with, the laws of the State of Wyoming, excluding any conflicts-of-law rule or law which might refer such construction and interpretation to the laws of another state, republic or country. The parties hereby submit to the jurisdiction of the state and federal courts in Wyoming and waive any right to which they might be entitled to submit any dispute hereunder to the courts of another state, republic or country. The City is a Wyoming governmental entity and as such, is not waiving any right to governmental immunity claims.

12. Modifications; Waiver. This Agreement shall not be amended or modified except by written instrument executed by the City and Service Provider. The failure of the City or Service Provider to insist upon strict performance of any provision hereof shall not constitute a waiver of, or estoppel against asserting, the right to require such performance in the future, nor shall a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to a later breach of a similar nature or otherwise.

13. Remedies. The remedies accorded to the parties by this Agreement are in addition to, and not in lieu of, all other remedies to which the parties may be entitled at law or in equity.

14. Inconsistent Obligations. Service Provider represents and warrants that, at the date of this Agreement, he has no obligations that are inconsistent with those of this Agreement.

15. Sole Agreement. All prior negotiations and agreements between the parties hereto relating to the transactions, employment and services contemplated hereby are superseded by this Agreement, and there are no representations, warranties, understandings or agreements with respect to such transactions, employment or services other than those expressly set forth herein.

16. Severability. If any of the terms or conditions of this Agreement are held by any court of competent jurisdiction to be unenforceable or invalid, such unenforceability or invalidity shall not render unenforceable or invalid the entire Agreement. Instead, this Agreement shall be construed as if it did not contain the particular provision or provisions held to be unenforceable or invalid, the rights and obligations of the parties shall be construed and enforced accordingly, and this Agreement shall thereupon remain in full force and effect.

IN WITNESS WHEREOF, the City and Service Provider have duly executed this Agreement the \_\_\_\_\_ day of October, 2023.

---

Matthew Hall, City Mayor  
City of Cody, Wyoming

---

Tyson Clark, President  
CJS Limited Liability Company

MEETING DATE:10/3/2023

DEPARTMENT: PUBLIC WORKS - POLICE

PREPARED BY: ROB KRAMER

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

## **AGENDA ITEM SUMMARY REPORT**

### **Bid 2023-08 (1) New 2024 AWD SUV**

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

Consider awarding Bid 2023-08 to Fremont Motor Cody for one 2023 Ford Explorer 4WD.

#### **SUMMARY OF INFORMATION**

A request was made and approved in the FY 2024 Budget for the purchase of a new vehicle for the Police Department, following their staff restructuring.

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

One bidder submitted one bid. These bids were opened at City Hall on September 25, 2023.

Fremont Motor Cody submitted one bid for a 2023 Ford Explorer 4WD in the amount of \$41,089.16.

#### **FISCAL IMPACT**

The purchase of this vehicle was funded in the approved FY 2024 budget, in the amount of \$50,000.00.

#### **ATTACHMENTS**

1. Bid Packet 2023-08 completed by Fremont Motor Cody

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

1. Brent Silva, Fremont Motor Cody, [bsilva@fremontmotors.com](mailto:bsilva@fremontmotors.com)

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



## TABLE OF CONTENTS

### BID NO. 2023-08 (1) New 2024 AWD SUV

#### DOCUMENTS INCLUDED IN PACKET FOR BID NO 2023-08

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

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

\*\*\*\*\*

#### **Bid No. 2023-08 (1) New 2024 AWD SUV**

The City of Cody will receive sealed bids until 2:00 p.m., 9/25/2023 at Cody City Hall, 1338 Rumsey Avenue, P.O. Box 2200, Cody, Wyoming 82414, for (1) New 2024 AWD SUV. 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](mailto: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 over \$100,000.00 may be considered unless accompanied by the required bid guarantee of 5% of the total bid amount.

Dated this 31<sup>st</sup> day of August, 2023.

---

Cynthia Baker  
Administrative Services Officer

PUBLISH: September 7<sup>th</sup>, 2023  
September 14<sup>th</sup>, 2023



## INSTRUCTIONS: (1) New 2024 AWD SUV BID REQUEST NUMBER 2023-08

The Bidder agrees to provide (1) New 2024 AWD SUV 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 2023-08 City of Cody Specifications Form on pages 4-5 to indicate that the item being bid is exactly as specified. All (no) responses shall be explained in detail on an attached sheet. Bids will be accepted for consideration on any make or model that is equal or superior to the specifications.

The bidder warrants that he has read and understands the requirements of the City of Cody, and that if the bid is over \$100,000.00, he/she has enclosed 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 over \$100,000.00 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 W.S. 16-6-101, 16-6-102 and 16-6-106, 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. 2023-08, (1) New 2024 AWD SUV**" on the outside of the envelope.

The sealed bids must be returned to the City of Cody no later than 2:00 p.m. 9/25/2023. 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. 2023-08 (1) New 2024 AWD SUV  
City of Cody, Wyoming



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

The undersigned Bidder agrees to provide **(1) New 2024 AWD SUV**, free and clear of all liens of any kind, pursuant to the specifications and invitation to bid.

The bid price shall include delivery to City of Cody Public Works Shop; 119 19<sup>th</sup> Street, Cody WY 82414.

Bid Schedule	Quantity	Unit	Total Price
Bid for:			\$ <u>41,089.16</u>
Less trade if any:			\$ ( <u>N/A</u> )
Net Total Bid			\$ <u>41,089.16</u>

The undersigned warrants that he/she has read and understands the requirements of the City of Cody, and that if the bid is over \$100,000.00, 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 over \$100,000.00 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 9/25/2023

Signature

Brent Silva

Typed or Printed Name

Fremont Motor Cody

Company

3127 Big Horn Ave

Mailing Address

Cody, WY 82414

City, State and Zip

BSilva@FremontMotors.com

E-mail Address

## City of Cody

### Specifications (1) New 2024 AWD SUV

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, Utility Vehicle	<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: Minimum 2.3L Eco Boost, Gasoline	<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: With driver information center.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. 3.58 axle ratio	<input checked="" type="checkbox"/>	<input type="checkbox"/>

#### C. SUSPENSION & RUNNING GEAR

1. Suspension: Heavy duty.	<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: (4) full size wheels & All-Season tires.	<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 720 CCA. With battery rundown protection.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Alternator: (12) volts, 150 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"/>

**ELECTRICAL SYSTEM continued****YES NO**

4. Standard Dome Light: Located between visors with switch at base of lamp.

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

**E. BODY & CAB**

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

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

*NO Heat*

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

*2 sets of keys*

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

**F. MISCELLANEOUS**

1. Full manufacturer's standard warranty.
2. Dealer order form showing all equipment being bid.
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.
4. Current Wyoming Residency Certificate

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

CNGP530

## VEHICLE ORDER CONFIRMATION

09/08/23 16:05:54

==&gt;

Dealer: F56408

2023 EXPLORER 4-DOOR

Page: 1 of 1

Order No: 3099 Priority: M3 Ord FIN: QQ117 Order Type: 5B Price Level: 360  
Ord Code: 200A Cust/Flt Name: CODY PO Number:

		RETAIL	DLR INV		RETAIL	DLR INV
K8D	4DR 4WD XLT	\$40570	\$38947.00	153	FRT LICENSE BKT	NC
	.119" WHEELBASE				SP FLT ACCT CR	(1121.00)
JS	ICONIC SILVER				FUEL CHARGE	7.16
8	UNIQUE CLOTH				DEST AND DELIV	1595 1595.00
6	EBONY				TOTAL BASE AND OPTIONS	42335 39589.16
200A	EQUIP GRP				TOTAL	42335 39589.16
	.18" PNTD ALUM				*THIS IS NOT AN INVOICE*	
99H	.2.3L ECOBOOST	NC	NC			
44T	.10SPD AUTO TRAN	NC	NC			
	.P255/65R18 A/S					
16B	FLR LNERS W/CPT	200	188.00			
41H	ENG BLK HEATER	90	85.00			
425	50 STATE EMISS	NC	NC			
59W	LESS WIFI HSPOT	(20)	(18.00)			
91X	R AUX CTRL CRED	(100)	(94.00)			

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC03213



PHONE: 307-638-1911 FAX: 307-638-6211  
ADDRESS: 6844 Yellowtail Road, Cheyenne, WY 82009  
WEBSITE: [lgpwyoming.org](http://lgpwyoming.org) EMAIL: [lgp@lgp.net](mailto:lgp@lgp.net)

Nominations shall only be from governmental entities that participate in the Local Government Liability Pool. Please consider term expirations/resignations for the continuity of membership to the LGLP Board.

### LGLP BOARD MEMBER NOMINATION FORM

Name of entity submitting nomination: \_\_\_\_\_ City of Cody

Contact person for verification of nomination:

Name: \_\_\_\_\_ Cindy Baker \_\_\_\_\_ Telephone: \_\_\_\_\_ 307-527-3463 \_\_\_\_\_

#### NOMINATION FOR THE COUNTY COMMISSIONER POSITION:

1. Name, address and telephone number of the county commissioner being nominated:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No: \_\_\_\_\_

2. County in which the nominated official serves: \_\_\_\_\_

3. Please have the nominated county commissioner provide a brief resume' on a separate document and submit it.

Continued on next page



**NOMINATION FOR THE MUNICIPALITY POSITION:**

1. Name, address and telephone number of the elected municipal official being nominated:

Name: Council Member Don F. Shreve Jr.

Address: 1008 North Street, Cody WY 82414

Telephone No: 307-219-8383 email dshreve@codywy.gov

2. City/Town in which the nominated official serves: City of Cody

3. Please have the nominated elected official provide a brief resume' on a separate document and submit it.

**NOMINATION FOR THE SPECIAL DISTRICT POSITION:**

1. Name, address and telephone number of the individual being nominated:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No: \_\_\_\_\_

2. Special District that the nominated individual represents: \_\_\_\_\_

3. Please have the nominated individual provide a brief resume' on a separate document and submit it.

Submit nominations to the Local Government Liability Pool no later than October 27, 2023. Nominations received after October 27, 2023 will not be considered. Email is preferred, please! ([lglp@lglp.net](mailto:lglp@lglp.net)).

# DON F. SHREVE, JR.

1008 North Street, Cody, Wy. 82414 · 307 587 8022 (307 219 8383)  
donshreave1@gmail.com

My desire is to use my knowledge and experience as an asset to the LGLP Board in their operation and protection of municipalities.

## EXPERIENCE

### **2023- PRESENT**

#### **CODY WYOMING CITY COUNCIL**

#### **YOUTH SERVICES. PARK COUNTY WYOMING**

Coordination and execution of the juvenile legal process through probation, community service and other methods.

### **2012-2022**

#### **PUBLIC RELATIONS SPEACILIST/RECRUITER; WYOMING COWBOY CHALLENGE ACADEMY**

Responsibilities include teaching, sharing and marketing the Challenge Academy with Stakeholders, families and providers throughout the State of Wyoming.

### **1991-2012**

#### **ATTORNEY**

Worked for the 2d largest firm in Las Vegas Nevada for 10 years. Rawlings, Olson and Cannon. Started own firm in 2001 Lewis and Shreve for 5 years in Las Vegas Nevada. Started own Firm in both Nevada and Wyoming and operated until 2012. Primarily performed Insurance defense to large Insurance Companies, and insureds of those Companies. Defended Large Companies against Civil Liability suits in State, Federal and Supreme Court. Responsible for interpreting Insurance policies, enforcement, defense and coverage of claims.

### **1980-1984**

#### **United States Marine Corps**

Enlisted. Honorable Discharge.

## EDUCATION

### **MAY 1988**

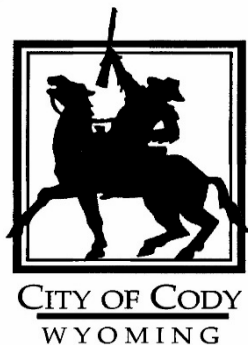
#### **B.S. ECONOMICS, UNIVERSITY OF WYOMING**

Study in the economics of business.

### **MAY 1991**

#### **JURIS DOCTORATE IN LAW, UNIVERSITY OF WYOMING**

Study and practice of law in State and Federal Courts.



## Cody Parks, Recreation and Public Facilities

1402 Heart Mountain Street

PO Box 2200

Cody WY 82414

Phone (307) 587-0400

Fax (307) 587-2565

[www.codywy.gov](http://www.codywy.gov)

☒ For Your Information

☐ Action Necessary

☐ Response Requested

### MEMO

Date: September 19, 2023

To: Matt Hall, Mayor and City Council  
Barry Cook, City Administrator

Cc: Scott Kolpitcke, City Attorney,  
Cindy Baker, Administrative Services Officer

From: Rick Manchester, Director  
Parks, Recreation and Public Facilities

Subject: Mentock Park Splash Pad restrooms, picnic shelter and storage

Attachments: Proposed Construction and Administration Contract,  
The city budgeted to build a new restroom and shelter for equipment and supplies located at the Mentock splash pad. The city entered into an agreement with Point Architects for professional services to develop construction documents and bid the project for construction. This process is near completion and we do not anticipate expending more than the \$19,000 budgeted for design and bid documents.

Part of this process was to also include council review of construction documents. The proposed estimate on construction administration (CA) for the Mentock pavilion is included for council review to be completed by Point Architects during construction. Construction administration will be billed at an hourly rate of \$150.00/hr not to exceed \$17,000 which was approved at the August 15, 2023 Council Meeting – Resolution 2023-15 Budget Amendment



DESCRIPTION OF CA WORK	TIME/HR	BILLABLE AT \$150/HR
SITE LAYOUT	2	\$300.00
EXCAVATION OF BUILDING AND UTILITIES	5	\$750.00
FORMS FOR CONCRETE AND REVIEW OF UTILITIES AND STRUCTURE	5	\$750.00
CONCRETE POURED	4	\$600.00
ERECTION OF PAVILION AND BATHROOMS	40	\$6,000.00
INTERIOR FINISH AND INSTALLATION OF BATHROOM FITTINGS	40	\$6,000.00
FINISHING PROJECT	10	\$1,500.00
PAY APP'S REVIEW	8	\$1,200.00

Total Hours - 114 x \$150 = \$17,100.00

If you have any questions about the proposed CA costs, please contact me.



**ARCHITECTURAL SERVICES AGREEMENT FOR THE CONSTRUCTION ADMINISTRATION OF BATHROOMS/CHANGING ROOMS, BETWEEN POINT ARCHITECTS ("Architect") AND CODY RECREATION FOUNDATION ("Owner")**

**September 7, 2023**

**Description of Services:**

The Architect shall provide the services described below in this Agreement for the Construction Administration of two Bathrooms/Changing rooms, storage room and a Covered Shelter located at Mentock Park, Blackburn St., Cody, WY 82414 ("The Project").

**Construction Administration phase:**

*Site Visits:* The Architect shall, at the Owner's request, designate a representative reasonably acceptable to the Owner, who shall travel to the Property on a regular basis (as needed during construction) to monitor construction progress, accuracy per the intent of the design, conformity of the work performed with the Plans, customary construction practices, and applicable laws. The Architect shall notify the Owner in writing promptly after observing any such nonconformity, and to discuss construction questions and issues with the builder chosen by the Owner for the Project (the "Builder") and Owner.

Provide additional information: The Architect shall generate any additional information as required by the Builder to execute the work relating to the Project. This includes but is not limited to: Drawings and sketches, research and specifications.

*Generate owner requested information:* The Architect shall provide drawings in response to Owner input, and shall work with Owner to generate drawings to be used during the construction process as an owner/builder communications tool.

Construction administration will be provided on an hourly basis at a rate of \$150.00/hour. Construction Administration services will only be provided if authorized in writing and signed by both the Architect and the City.

**Additional Service:**

Services requested by the Owner that are not described in this proposal will be billed at a rate of \$150 per hour.

**Terms:**

*Fee Structure:* The "Architectural Fee" shall be a combination of a fixed fee along with optional services which are expressly identified as ("Additional Services", "Construction Administration" and "Exclusions") which are billed as reimbursable expenses or hourly as described in the fee summary below. The Architectural Fee is the sole compensation for all services to be rendered by the Architect pursuant to this Agreement. If the scope of construction changes materially, Architect and Owner agree to discuss a modification in fee.

*Payment Schedule:* Payments shall be made each month while construction is underway, based on and to the extent of the services rendered by the Architect as of the end of the prior calendar month. The Architect shall certify, on or before the 5th day of each month, the percentage of completion of the services rendered by the Architect during the prior calendar months pursuant to this Agreement.

At the Owner's request, the Architect shall, at the time of any payment pursuant to this Agreement, provide receipts and lien waivers for all services covered by such payment, whether rendered by the Architect or any of its consultants or subcontractors.

Additional service hours shall be invoiced monthly if applicable. Additional services will only be provided if authorized in writing and signed by both the Architect and the City.

**Dispute Resolution Procedures:**

*Direct Discussions:* If dispute(s) arise out of or relate to this Agreement or its breach, the parties shall endeavor to settle the dispute(s) first through direct discussions.

*Mediation/Arbitration:* If not settled through direct discussions, the dispute(s) shall be referred to mediation. If not settled through Mediation, the dispute(s) shall be referred to binding arbitration. The prevailing party in such binding arbitration proceedings shall be entitled to an award of its actual attorneys' fees and all costs, in addition to costs recoverable by statute or court rule, incurred in connection with such arbitration proceedings.

*Continuance of Services and Payment:* Unless otherwise agreed in writing, the Architect shall continue to perform under this Agreement during any Dispute Resolution proceeding. If the Architect continues to perform, the Owner shall continue to make payments in accordance with this Agreement.

*Consolidated/Multiparty Proceedings:* The Owner and Architect agree that all third parties, including but not limited to Architect and its Subcontractors and Sub Consultants, necessary to resolve dispute(s) may be joined as parties to the same Dispute Resolution proceedings.

**Additional Service:**

Services requested by the Owner that are not described in this proposal will be billed at a rate of \$150 per hour. Additional services will only be provided if authorized in writing and signed by both the Architect and the City.

**Architect's Insurance and Indemnification:**

Professional Liability Insurance is provided through Lloyd's of London. Our agent (Lloyd's of London) will provide Certificate of Insurance upon your request.

**Exclusions:**

***Engineering:*** The services described in this proposal do not include engineering. Mechanical, structural, electrical or civil engineering and/or drafting shall be provided by the owner or billed as a reimbursable expense. The Architect reserves the right to require the participation of engineering consultants licensed in the state of Wyoming. No outside consultants will be contracted without prior consent of the owner.

***Landscape Architect:*** The services described in this proposal do not include detailed landscape architecture design, drafting or specifications.

***Interior Design:*** Detailed interior design is not included in this proposal. Specifically, the selection of color or style of fixtures, fitments or finishes. Nor, the process or coordination of color or style of fixtures, fitments or finishes.

**Reimbursable Expenses:**

*Large Format Printing and Reproduction:* The owner shall reimburse the architect for required large format printing services. In-house check prints will not be billed to the owner. A schedule of printing costs can be provided upon request.

*Outside consultants:* Consultants fees such as interior designers, mechanical, civil or electrical engineers, surveyors, etc. shall be paid by the owner either directly or as a reimbursable expense. No outside consultants will be contracted without prior consent of the owner.

*Mailing, Shipping and Express Shipping :* The owner shall reimburse the architect for required shipping and mailing costs.

**Fee Summary:**

Phase	Fee Structure	% of Fixed Fee	Fee for Phase
Additional Services	Hourly @ \$150/hr.	n/a	TBD
Construction Administration	Not to Exceed	Not to Exceed	\$17,100.00
<b>Total Fixed Fee</b>			<b>\$17,100.00</b>

**Agreement:**

**Contract void if not executed by 10/09/23.**

*By signing below I/we accept the terms of the above proposal for Architectural services from Point Architects .*

---

Matt Hall (Mayor, City of Cody)

Date

Governmental Immunity: Owner, as a governmental entity, does not intend to waive its governmental immunity by reason of entering into this Agreement and does expressly reserve the right to assert governmental immunity as a defense to any claim arising under this Agreement and the related contract documents. Owner further reserves all of its rights and defenses under the Wyoming Governmental Claims Act and the Wyoming Constitution.

MEETING DATE: OCTOBER 3, 2023

DEPARTMENT: PUBLIC WORKS – STREETS

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

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



## AGENDA ITEM SUMMARY REPORT

### **Approval of Task Order #2 with Stantec Consulting Services Inc. for the Big Horn Avenue and Freedom Street Pedestrian Crossing Project**

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

Consider Approval of Task Order #2 with Stantec Consulting Services Inc. for Survey and Preliminary Design Services for the Big Horn Avenue and Freedom Street Pedestrian Crossing Project in the amount of \$74,991, and authorize the Mayor to sign all associated documents.

#### **SUMMARY OF INFORMATION**

The City of Cody has worked in partnership with the Wyoming Department of Transportation (WYDOT), Park County Government, Park County School District #6 (PCSD #6), and the Cody Urban Systems and Traffic Committee (CUSTC) to complete the *Big Horn Avenue Corridor Study* (Study), and the Study was approved and adopted by the Cody City Council on August 15, 2023, with Resolution 2023-14. The Study recommended the implementation of an improved pedestrian crossing including a Pedestrian Hybrid Beacon (PHB) and median refuge islands at the intersection of Big Horn Avenue and Freedom Street. The approved FY 2024 Budget includes funding for the survey and design of the Robert Street Pedestrian Pathway in the amount of \$75,000 the General Capital Projects Fund, and it is proposed that this funding be utilized for this Project instead with a future Budget Amendment.

City Staff completed a Qualifications Based Selection (QBS) process to evaluate firms who have shown interest in working with the City on this Project, and select a firm to complete the survey, design and construction administration. Five (5) firms submitted Statement of Qualifications (SOQ) packages that were evaluated by a selection committee made up of Phillip Bowman (Public Works Director), Rob Kramer (Streets Superintendent) and Brian Edwards (Park County Engineer). The selection committee completed the evaluation and ranking of the SOQ packages received, and the #1 ranked firm was Stantec Consulting Services Inc. (Stantec) located in Sheridan, Wyoming. City Staff has entered into negotiations with Stantec to develop a scope of work and fee proposal for the project, and Task Order #2 attached will provide engineering services for the survey and preliminary design of the Project.

The City of Cody has also applied for project funding in the amount of \$1.105 million (\$1.0 million in grant, \$105,000 in City of Cody match) from WYDOT through the Transportation Alternatives Program (TAP) for pedestrian sidewalk and ADA ramp improvements throughout the City. Funding for this Project, the Roberts Street Pedestrian Pathway, and sidewalk and ADA ramp improvements in the vicinity of the Cody High School was included in the grant application, and the City should learn if the grant will be awarded to us in late 2023 or early 2024. If the City does receive the grant award, the funding will be utilized to complete the final design of this Project. City Staff believes that starting the survey and preliminary design of the Project now utilizing City funds (instead of waiting for the results of the TAP grant funding award) will create a project schedule that could allow the Pedestrian

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

Crossing and PHB to completed in the early fall of calendar year 2024 around the start of the 2024/2025 school year.

City Council approval of Task Order #2 will be subject to final approval of all agreement documents by the City Attorney prior to signature by the Mayor.

**FISCAL IMPACT**

Funding for the Robert Street Pedestrian Pathway is approved in the FY 2024 in the amount of \$75,000 in the General Capital Projects Fund. It is proposed that this funding be reallocated to the Project with a future budget amendment.

**ATTACHMENTS**

1. Task Order #2 with Stantec Consulting Services Inc.
2. Master Agreement with Stantec Consulting Services Inc. (for reference only)

Attached to and forming part of the MASTER AGREEMENT

BETWEEN:

CITY OF CODY WYOMING

(hereinafter called the "CLIENT")

- and -

STANTEC CONSULTING SERVICES INC.

(hereinafter called "STANTEC")

EFFECTIVE: October 2, 2023

This TASK ORDER is issued under the **MASTER SERVICES AGREEMENT** (dated July 13, 2022) between STANTEC CONSULTING SERVICES INC. ("STANTEC") and CITY OF CODY WYOMING ("CLIENT") for Services to be provided by STANTEC on the BIG HORN AVENUE PEDESTRIAN CROSSING project ("Project"), as more fully described below. This Task Order is incorporated into and part of the Master Services Agreement.

The CLIENT's representative shall be: Phillip Bowman, PE, Public Works Director.

**SERVICES:**

STANTEC shall perform the following SERVICES:

The scope of services for this Task Order will be to provide the field survey, engineering design, and construction documents for a Pedestrian Hybrid Beacon (PHB) crossing with a pedestrian refuge west of the Big Horn Avenue and Freedom Street Intersection (project area shown in Figure 1 below) to include the following work tasks:

**Figure 1. Project Area**



**Task 1 Project Management:**

Stantec will coordinate and integrate project tasks and elements to effectively address project milestones. Further, this task will include the administrative work required to complete the Project. Stantec will prepare the

necessary progress reports, update the project schedule, and prepare invoices as part of this task. This task will include project contractual and administrative coordination efforts both internally and externally to include working with the City and subconsultants.

**Task 2 Survey (Engineering & Land Boundary Survey):**

Stantec will utilize Ardurra under a subconsultant agreement to complete this task. This task will include mobilization to the site and utilize the City of Cody survey control network to survey boundary, planimetric, topographic and existing utility data (mapping) approximately 360 feet East, 150 feet South and 270 feet West of the Big Horn Avenue and Freedom Street intersection. The accuracies of said mapping will be as defined in the National Mapping Standards.

Apparent above-ground features will be located and shown, including existing improvements, hardscapes, and road striping. Sub-surface utility location will be based on surface features and One Call of Wyoming markings, if available. Invert elevations will be obtained for sanitary sewer manholes and for storm drain and culverts within the project area.

Work under this task will also include property boundary research and survey due to the anticipation that additional right-of-way or easement agreements will be required to accommodate the design. This task also includes preparation of an access easement reconfiguration for the property directly north of the proposed crossing. This includes only preparation of easement exhibit(s) and associated legal description(s) but will not include legal documents, filing, and negotiations with the landowner(s).

**Task 3 Geotechnical Investigation:**

Stantec will utilize American Engineering and Testing under a subconsultant agreement to complete this task. Work under this task will include the onsite drilling necessary and subsequent recommendations to complete a structural analysis for the PHB foundations. It is anticipated two (2) borings will be completed to a depth of 20 feet each. At a minimum, a boring log with soils profile, allowable bearing resistance, allowable skin friction / torsional resistance, unit weight of soils, angle of internal friction of soils, and cohesion strength of soils will be obtained.

**Task 4 Categorical Exclusion:**

This task will include preparation of a draft Categorical Exclusion (Cat Ex) in anticipation of that the City of Cody will receive WYDOT TAP grant funding. Stantec will follow WYDOT's standard instructions for preparation of the Cat Ex for this project. The Cat Ex will be finalized under a separate agreement.

**Task 5 Signal Design & Striping Layout:**

This task will include the design of the PHB and associated signage and striping layout. Designs for pole and mast-arm PHB will be prepared, including showing pole type and locations, signal face locations, roadway striping, location of utility points, location of existing and proposed utilities adjacent to the project, and proposed pull box locations.

**Task 6 Roadway Design & ADA Improvements:**

Under this task, Stantec staff will complete the ADA improvements design of the of the northwest and southwest quadrants and the southeast quadrant, if necessary, of the Big Horn Avenue and Freedom Street intersection. This task will include the design of the median refuge and necessary utility adjustments required to accommodate the PHB location. Design of the curb and gutter associated with closure and relocation of the north approaches will also be included under this task.

**Task 7 Electrical Design:**

This task will include the work necessary to design the power service point required to adequately supply the PHB. This work will also include the work required to investigate the existing conduit placed at the intersection and how / if it can be utilized for the project. Coordination with a local electrician or City staff may be required to complete a field investigation / inspection of the existing conduit integrity. This task will also include the traffic electrical design for wiring the PHB.



**Task 8 Structural Design:**

Stantec will utilize the data provided during the Geotechnical Investigation task for completion of the Structural Design. This task will include the work to complete a structural analysis and subsequent foundation design for the PHB crossing. This will include the necessary calculations and associated analysis to determine drilled shaft depths, diameter, and reinforcement design.

**Task 9 Public Engagement:**

Under this task Stantec will provide and prepare the necessary information required to keep the public apprised of the project progress and next steps. This will include preparation of documents to share via social media and on the City's webpage about the project progress as well as one (1) virtual public information session at the final plans stage of the project. Stantec personnel will prepare a presentation and include methods for the public to provide feedback. Stantec will prepare a summary of the public engagement opportunity.

The virtual public information session is assumed to be attended by two Stantec team members and have a duration of 2 hours (2 hours per attendee) to attend.

**Task 10 Meetings:**

Stantec will attend meetings and provide coordination as described in this section with the City and WYDOT to facilitate timely project completion. Project design coordination meetings will also be conducted with City staff and other project stakeholders. Additional means of project team communications will be facilitated through the use of telephone and e-mail exchanges. Project coordination will also include internal project meetings, client coordination, and review comment meetings with City staff. We assume the City Public Works Director will be responsible for all coordination with the public, WYDOT, Park County School District No 6, and City Council.

Stantec understands that the following project meetings will be included for this project:

- One (1) project kickoff meeting with the City.
- Two (2) design review meetings with the City at the 50% and 95% submittal stages.
- Virtual monthly informal updates on project status have been included in the project work effort estimate (based on a four-month schedule).

Meetings are assumed to be attended by two Stantec team members and have a duration of 2 hours per meeting (2 hours per attendee) to prepare for and attend.

**Task 11 QA/QC:**

This task will include QA/QC throughout all stages of the projects as an internal policy to comply with the requirements of Stantec's ISO certification. Key project design milestones and project deliverables will be reviewed by qualified staff to ensure the needs of the project are being met.

**Task 12 TBD:**

Additional work to be negotiated as needed.

**Deliverables: (Standard WYDOT design items and details will be utilized to the greatest extent possible)**

Stantec will prepare 50% conceptual drawings for the project based on readily available information accessible by the project team. The deliverable will consist of an 11" x 17" electronic PDF plan set. It is anticipated that the 50% conceptual drawings will be delivered prior to completion of Task 2 Survey and Task 3 Geotechnical Investigation.

Stantec will prepare detailed construction drawings for the project in accordance with WYDOT standards, and as directed by the City. Stantec will prepare 95% construction drawings for one PHB style pedestrian crossing at the location specified in Figure 1 of this scope. The PHB will consist of a single stage crossing with a pedestrian refuge in the median. Existing handicap ramps, on the northwest and southwest corners, will be evaluated for compliance with ADA Accessibility guidelines. Details will be created to bring them into compliance if necessary. The deliverable will consist of an 11" x 17" electronic PDF plan set. Special provisions and an Engineer's Opinion of Probable Construction Cost will be completed with this deliverable.

**Assumptions and Exclusions:**

Final 100% Plans, Specifications, Estimate, bidding assistance, and construction inspection services, if required, can be negotiated for an additional fee.

(hereinafter called the "SERVICES")

**CONTRACT TIME:** Commencement Date: October 2, 2023  
Estimated Completion Date: February 1, 2024

**CONTRACT PRICE:** Subject to the terms below, CLIENT will compensate STANTEC as follows:

**Estimated fees to be billed at Time and Materials are presented below:**

**Task Order 2: Big Horn Avenue Pedestrian Crossing Project** **\$74,991**

**Total (See Attachment A):** **\$74,991**

An zero percent (0%) flat rate disbursement (FRD) recovery charge will be applied to the Stantec fees to cover miscellaneous project expenses, internal incidental printing, copying and plots, film, CDs and report materials; communications expenses (e.g., faxes, office and mobile phones, blackberries, pagers, and other devices); office expenses (e.g., postage, couriers, equipment, common software and other supplies); staff local mileage/kilometrage; and archive maintenance. As this is a FRD, no supporting document will be provided with invoices.

Project specific charges, such as subconsultants; travel, accommodations and meals; project-specific printing of deliverables; consumables; usage charges for specialized field equipment and company-owned, leased or rented project vehicles; external testing lab charges and other external services charges; specialized computer software costs; and other significant project-specific expenses will be invoiced in addition to labor fees and to the FRD.

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third party charges will be charged as invoiced to STANTEC with a zero percent (0%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the SERVICES or services conditions change, STANTEC shall submit to the CLIENT in a timely manner, documentation of the revisions to this Task Order adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for SERVICES are based on STANTEC'S hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time.

**ADDITIONAL  
CONDITIONS:**

The following additional conditions shall be read in conjunction with and constitute part of this Task Order:

**COVID-19:** The parties acknowledge the ongoing COVID-19 pandemic and agree that the CONTRACT PRICE and CONTRACT TIME does not include any schedule or cost impact that may occur as a result thereof. To the extent that there are cost or schedule impacts resulting from the COVID-19 pandemic, STANTEC shall be entitled to an equitable change order.

**ADDITIONAL  
ATTACHMENTS:**

The following additional attachments shall be read in conjunction with and constitute part of this Task Order:



## Attachment A -FEE ESTIMATE

### Big Horn Avenue Pedestrian Crossing Project

Task Code	Task Name	Labor	Subs	Total
<b>Big Horn Avenue Pedestrian Crossing</b>		<b>\$63,566.00</b>	<b>\$11,425.00</b>	<b>\$74,991.00</b>
100.1	Project Management	\$7,650.00	\$0.00	\$7,650.00
100.2	Survey (Engineering & Land Boundary Survey)	\$0.00	\$5,000.00	\$5,000.00
100.3	Geotechnical Investigation	\$0.00	\$6,425.00	\$6,425.00
100.4	Cat Ex	\$7,370.00	\$0.00	\$7,370.00
100.5	Signal Design & Striping Layout	\$5,092.00	\$0.00	\$5,092.00
100.6	Roadway Design & ADA Improvements	\$12,628.00	\$0.00	\$12,628.00
100.7	Electrical Design	\$6,488.00	\$0.00	\$6,488.00
100.8	Structural Design	\$5,280.00	\$0.00	\$5,280.00
100.9	Public Engagement	\$6,254.00	\$0.00	\$6,254.00
100.10	Meetings	\$6,316.00	\$0.00	\$6,316.00
100.11	QA/QC	\$6,488.00	\$0.00	\$6,488.00

## ATTACHMENT – STANDARD RATE TABLE

BC2037\_2023-1

### HOURLY RATES

Staff Level	Stanec Billing Level	2023 Hourly Rate*
CAD Technician, Civil Designer, Inspector, Planner, Project Technician, Scientist	3	\$104
	4	\$117
	5	\$127
	6	\$131
	7	\$139
Civil Technician, Designer, Engineer, Field Supervisor, GIS Analyst, Inspector, Land Surveyor, Landscape Architect, Project Manager, Scientist, Senior CAD Designer, Senior Civil Technician	8	\$145
	9	\$155
	10	\$161
	11	\$172
	12	\$178
Engineer, Field Supervisor, Principal, Project Manager, Senior Engineer, Senior Landscape Architect, Senior Planner, Senior Principal, Specialist	13	\$187
	14	\$195
	15	\$220
	16	\$250
Specialist, Vice President	17	\$259
	18	\$265
	19	\$273
	20	\$285
	21	\$296

\* Rates subject to annual increase.

### OTHER EXPENSES / MATERIALS

Stanec's standard mark-up on expenses is 0%. Unless prescribed differently within the proposal or other contract paperwork, this mark-up is used in all areas as indicated below:

- **Sub-Consultants**
- **Subcontracted Commodity Services**  
e.g., analytical laboratory services, drilling contractors, etc.
- **Meals**  
May be billed at cost or daily per diem.
- **Lodging**
- **Mileage**  
Stanec uses the U.S. Internal Revenue Service standard mileage rate.
- **External Equipment and Supplies.**  
e.g., delivery charges, outside copying/reproduction, leased/rented field equipment, etc.

Company-owned equipment will be billed on unit rate basis (e.g., daily; weekly); the expense markup does not apply to these rates. A separate Stanec Equipment Rate Schedule is available upon request. If applicable, per diem rates will be those set by the U.S. General Services Administration (<https://www.gsa.gov>), unless prescribed differently in the proposal or contract terms and conditions.

### INSURANCE REQUIREMENTS:

Before any services are provided under this agreement, STANTEC shall procure, and maintain in effect during the term of this agreement, insurance coverage in amounts and on terms not less than set forth below.

**General Liability:** Commercial general liability insurance for personal and bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence and not less than \$2,000,000 in the aggregate.

**Automobile Liability:** Automobile liability insurance for bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence.



## PROFESSIONAL SERVICES AGREEMENT

Page 6 of 6

**Professional Liability:** Professional liability insurance for damages incurred by reason of any negligent act, error or omission committed or alleged to have been committed by STANTEC in the amount of \$1,000,000 per claim and in the aggregate.

**Workers' Compensation:** As prescribed by applicable law.

**Certificates:** Upon request, STANTEC shall provide certificates of insurance evidencing coverage required above. Each certificate shall provide that the coverage therein afforded shall not be cancelled except with thirty (30) days prior written notice to the CLIENT.

### CITY OF CODY WYOMING

Barry Cook, City Administrator

Print Name and Title

Per: \_\_\_\_\_

### STANTEC CONSULTING SERVICES INC.

Ben Weaver, PE, PLS, PTOE

Senior Transportation Engineer / Land Surveyor

Print Name and Title

Per: \_\_\_\_\_



## MASTER SERVICES AGREEMENT

THIS AGREEMENT is made and entered into effective October 1, 2022 (the "Agreement Date") by and between:

### "CLIENT"

Name: CITY OF CODY WYOMING  
Address: PO Box 2200, Cody, WY 82414  
Phone: (307) 527-7511  
Representative: Phillip Bowman, PE, Public Works Director (~~pbowman@cityofcody.com~~)

*pbowman@cody.wy.gov*

### "STANTEC"

Name: STANTEC CONSULTING SERVICES INC.  
Address: 7000 Yellowtail Road, Suite 230 Cheyenne, WY 82009  
Phone: (307) 683-4160  
Representative: Ben Weaver, PE, PLS, PTOE, Project Manager (ben.weaver@stantec.com)

WHEREAS this **MASTER SERVICES AGREEMENT** ("AGREEMENT") is between STANTEC CONSULTING SERVICES INC. ("STANTEC") and CITY OF CODY WYOMING ("CLIENT") for Services to be provided by STANTEC on projects as described in the Individual Task Order issued pursuant to this AGREEMENT (which sections are incorporated into this AGREEMENT).

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, it is hereby agreed as follows:

The scope of STANTEC's services ("SERVICES") will be set forth in individual Task Orders, which are incorporated into this AGREEMENT. All work authorized by a Task Order issued pursuant to this AGREEMENT shall be completed in accordance with, and subject to, the Terms and Conditions set forth herein, on pages 2 through 6.

STANTEC's Fee for the SERVICES will be set forth in the individual Task Orders which are incorporated into this AGREEMENT.

The Parties, intending to be legally bound, have made, accepted and executed this AGREEMENT as of the Agreement Date noted above:

### CITY OF CODY WYOMING

### STANTEC CONSULTING SERVICES INC.

Per:

Barry Cook, City Administrator

Print Name and Title

Per:

*Barry A Cook*

Per:

Ben Weaver, PE, PLS, PTOE  
Senior Transportation Engineer / Land Surveyor

Print Name and Title

Per:

*Benjamin E. Weaver*  
Location: Cheyenne, Wyoming  
Reason: I agree to the terms defined by the placement of my signature on this document.  
Contact Info: ben.weaver@stantec.com  
Date: 2022-10-07 07:51:26-0000

**DESCRIPTION OF WORK:** STANTEC shall render the services described in each Task Order or amendments thereto (hereinafter called the "SERVICES") in accordance with this AGREEMENT. STANTEC may, at its discretion and at any stage, engage subconsultants to perform all or any part of the SERVICES.

**COMPENSATION:** Charges for the SERVICES rendered will be made in accordance with the CONTRACT PRICE indicated in each Task Order, or, if no CONTRACT PRICE is indicated, in accordance with STANTEC's Schedule of Fees and Disbursements in effect from time to time as the SERVICES are rendered.

Invoices shall be paid by the CLIENT in the currency of the jurisdiction in which the SERVICES are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle STANTEC, at its option, to suspend or terminate this Agreement and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5% per month (18% per annum) or the maximum legal rate of interest.

**REPRESENTATIVES:** Each party shall designate in the space provided on the Task Order a representative who is authorized to act on behalf of that party and receive notices under this AGREEMENT. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this AGREEMENT.

**NOTICES:** All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this AGREEMENT to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail, telegram, email, facsimile or telex, addressed to the regular business address of such party as identified above.

**CLIENT'S RESPONSIBILITIES:** The CLIENT shall provide to STANTEC in writing, the CLIENT's total requirements in connection with each PROJECT described in a Task Order, including the PROJECT budget and time constraints. The CLIENT shall make available to STANTEC all relevant information or data pertinent to the PROJECT which is required by STANTEC to perform the SERVICES. STANTEC shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the CLIENT, including information and data originating with other consultants employed by the CLIENT whether such consultants are engaged at the request of STANTEC or otherwise. Where such information or data originates either with the CLIENT or its consultants then STANTEC shall not be responsible to the CLIENT for the consequences of any error or omission contained therein.

When required by STANTEC, the CLIENT shall engage specialist consultants directly to perform items of work necessary to enable STANTEC to carry out the SERVICES. Whether arranged by the CLIENT or STANTEC, these services shall be deemed to be provided under direct contracts to the CLIENT unless expressly provided otherwise.

The CLIENT shall give prompt consideration to all documentation related to the PROJECT prepared by STANTEC and whenever prompt action is necessary shall inform STANTEC of CLIENT's decisions in such reasonable time so as not to delay the schedule for providing the SERVICES.

When applicable, the CLIENT shall arrange and make provision for STANTEC's entry to the PROJECT site as well as other public and private property as necessary for STANTEC to perform the SERVICES. The CLIENT shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the PROJECT so as not to delay STANTEC in the performance of the SERVICES.

**STANTEC'S RESPONSIBILITIES:** STANTEC shall furnish the necessary qualified personnel to provide the SERVICES. STANTEC represents that it has access to the experience and capability necessary to and agrees to perform the SERVICES with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the SERVICES at the time when and the location in which the SERVICES were performed. This undertaking does not imply or guarantee a perfect PROJECT and in the event of failure or partial failure of the product of the SERVICES, STANTEC will be liable only for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure STANTEC's performance. There are no other representations or warranties expressed or implied made by STANTEC. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the SERVICES provided by STANTEC nor shall STANTEC warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond STANTEC's reasonable control. STANTEC does not warrant the SERVICES to any third party.

In performing the SERVICES under this AGREEMENT, STANTEC shall operate as and have the status of an independent contractor and shall not act as, or be an employee of the CLIENT.

The SERVICES performed by STANTEC shall be subject to the inspection and the review of the CLIENT at all times but such inspection and review shall not relieve STANTEC from its responsibility for the proper performance of the SERVICES.

**TERMINATION:** Either party may terminate this MASTER SERVICE AGREEMENT or an Individual Task Order without cause upon thirty (30) days' notice in writing. If either party breaches this MASTER SERVICE AGREEMENT or an Individual Task Order, the non-defaulting party may terminate this MASTER SERVICE AGREEMENT and/or an Individual Task Order after giving seven (7) days' notice to remedy the breach. On termination of this MASTER SERVICE AGREEMENT, the CLIENT shall forthwith pay STANTEC for the SERVICES performed to the date of termination. Non-payment by the CLIENT of STANTEC's invoices within 30 days of STANTEC rendering same is agreed to constitute a material breach of this MASTER SERVICE AGREEMENT and, upon written notice as prescribed above, the duties, obligations and responsibilities of STANTEC are terminated.

**SUSPENSION OF SERVICES:** If the SERVICES from an Individual Task Order are suspended for more than thirty (30) calendar days in the aggregate, STANTEC shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the SERVICES from an Individual Task Order are suspended for more than ninety (90) days, STANTEC may, at its option, terminate the Task Order upon giving notice in writing to the CLIENT.

**ENVIRONMENTAL:** Except as specifically described in an Individual Task Order, STANTEC's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the SERVICES include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, CLIENT acknowledges that such SERVICES proposed or performed by Stantec are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the CLIENT's contractor or others and that STANTEC has no control over the ultimate effectiveness of any such works or procedures.

**BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS:** STANTEC shall, to the best of its ability, interpret building codes, by-laws and other public regulations as they apply to the PROJECT and as they are published at the time SERVICES commence. Furthermore, STANTEC shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal and local governing bodies having jurisdiction over the conduct of the SERVICES ("LAWS"). However, it is expressly acknowledged and agreed by the CLIENT that as the PROJECT progresses such building codes, by-laws, other public regulations and LAWS may change or the interpretation of any public authority may differ from the interpretation of STANTEC, through no fault of STANTEC, and any extra costs necessary to conform to such changes or interpretations during or after execution of the SERVICES will be paid by the CLIENT.

STANTEC shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

**COST AND SCHEDULE OF CONSTRUCTION WORK:** In providing opinions of probable cost and project schedule, it is recognized that neither the CLIENT nor STANTEC has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on STANTEC's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the CLIENT's budget or schedule or from any opinion of probable cost or project schedule prepared by STANTEC. Exact costs and times will be determined only when bids have been received for the PROJECT and when the construction work has been performed and payments finalized.

**ADMINISTRATION OF CONSTRUCTION CONTRACTS:** When applicable, STANTEC shall provide field services during the construction of the PROJECT only to the extent that such SERVICES are included and defined in a particular Task Order. The performance of the construction contract is not STANTEC's responsibility nor are STANTEC's field services rendered for the construction contractor's benefit.

It is understood and agreed by the CLIENT and STANTEC that only work which has been seen during an examination by STANTEC can be said to have been appraised and comments on the balance of any construction work are assumptions only.

When field services are provided by STANTEC, the authority for general administration of the PROJECT shall reside with STANTEC only to the extent defined in this AGREEMENT. In such case, STANTEC shall coordinate the activities of other consultants employed by the CLIENT, only to the extent that STANTEC is empowered to do so by such other consultants' contracts with the CLIENT.

STANTEC shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents nor for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT. When field services are provided, no acceptance by STANTEC of the work or services of a construction contractor or other consultants, whether express or implied, shall relieve such construction contractor or other consultants from their responsibilities to the CLIENT for the proper performance of such work or services and further, STANTEC shall not be responsible to the CLIENT or to the construction contractor or to the other consultants for the means, methods, techniques, sequences, procedures and use of equipment of any nature whatsoever, whether reviewed by STANTEC or not, which are employed by the construction contractor or the other consultants in executing, designing, or administering any phases of the PROJECT, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.

When field services are provided, STANTEC will not be designated as the party responsible for the compliance by others on the construction work site with the purposes or requirements of applicable environmental, occupational health and safety, or similar legislation. The CLIENT shall designate a responsible party, other than STANTEC, for the coordination and performance of environmental, occupational health and safety activities on the construction work site as required by applicable legislation and associated regulations.

**JOBSITE SAFETY:** Neither the professional activities of STANTEC, nor the presence of STANTEC or its employees and subconsultants at a construction site, shall relieve the CLIENT and any other entity of their obligations, duties and responsibilities with respect to job site safety. Subject only to applicable legislation, STANTEC and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

**LIMITATION OF LIABILITY:** It is further agreed that the total amount of all claims the Client may have against Stantec under an Individual Task Order or arising from the performance or non-performance of the Services called for by a specific Individual Task Order under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to three (3) times the fees paid to Stantec pursuant to that Individual Task Order. No claim may be brought against Stantec in contract or tort more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement or any Task Order, any claim, demand or suit shall be directed and/or asserted only against Stantec and not against any of Stantec's employees, officers or directors.

STANTEC's liability with respect to any claims arising out of this AGREEMENT or any Task Order shall be absolutely limited to direct damages arising out of the SERVICES and STANTEC shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and loss of markets.

**INDEMNITY FOR MOLD CLAIMS:** It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, STANTEC knowingly encounters any such substances, STANTEC shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against STANTEC, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. STANTEC and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

**DOCUMENTS:** All documents prepared by STANTEC or on behalf of STANTEC in connection with an Individual Task Order are instruments of service for the execution of the PROJECT. STANTEC retains the property and copyright in these documents, whether the PROJECT is executed or not. Payment to STANTEC of the compensation prescribed in this AGREEMENT shall be a condition precedent to the CLIENT's right to use documentation prepared by STANTEC. These documents may not be used for any other purpose without the prior written agreement of STANTEC. The CLIENT shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the SERVICES rendered by STANTEC in connection with the PROJECT, for the life of the PROJECT. The CLIENT shall not use, infringe upon or appropriate such concepts, products or processes without the express written agreement of STANTEC.

Any document produced by STANTEC in relation to the SERVICES is intended for the sole use of CLIENT. The documents may not be relied upon by any other party without the express written consent of STANTEC, which may be withheld at STANTEC's discretion. Any such consent will provide no greater rights to the third party than those held by the CLIENT under the contract, and will only be authorized pursuant to the conditions of STANTEC's standard form reliance letter.

STANTEC cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold STANTEC, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of STANTEC, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without STANTEC's written consent.



**PROJECT PROMOTION:** Where the CLIENT has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the CLIENT agrees to include STANTEC in such Project Promotion.

**FORCE MAJEURE:** Any default in the performance of this AGREEMENT or any Individual Task Order caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic or any other cause beyond the reasonable control or contemplation of either party.

**GOVERNING LAW; NONDISCRIMINATION:** This AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed. STANTEC shall observe and comply with all applicable laws, provide equal employment opportunity to all qualified persons and recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

STANTEC shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

STANTEC shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

**DISPUTE RESOLUTION:** If requested in writing by either the CLIENT or STANTEC, the CLIENT and STANTEC shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT or an Individual Task Order by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

**ATTORNEYS FEES:** In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this AGREEMENT and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

**ASSIGNMENT AND SUCCESSORS:** Neither the CLIENT nor STANTEC shall, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations of this AGREEMENT or any part hereof. This AGREEMENT shall enure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

**PROTECTION OF PRIVACY LAWS:** STANTEC will comply with its statutory obligations respecting the collection, use, disclosure, access to, correction, protection, accuracy, retention and disposition of personal information that may be collected or created under this AGREEMENT. STANTEC will refer any request for access to or correction of personal information that is made under statute to the CLIENT and will comply with any directions from the CLIENT respecting the access request, or respecting correction and annotation of personal information. STANTEC will, at reasonable times and on reasonable notice, allow the CLIENT to enter its premises and inspect any personal information of the CLIENT's that is in the custody of STANTEC or any of STANTEC's policies or practices relevant to the management of personal information subject to this AGREEMENT.

**ENTIRE AGREEMENT:** This AGREEMENT constitutes the sole and entire agreement between the CLIENT and STANTEC relating to the PROJECT and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This AGREEMENT may be amended only by written instrument signed by both the CLIENT and STANTEC. All attachments and Task Orders referred to in this AGREEMENT are incorporated herein by this reference; however, in the event of any conflict between attachments, Task Orders and the terms and conditions of this AGREEMENT, the terms and conditions of this AGREEMENT shall take precedence.

**SEVERABILITY:** If any term, condition or covenant of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this AGREEMENT shall be binding on the CLIENT and STANTEC.

**THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.**

MEETING DATE: OCTOBER 3, 2023

DEPARTMENT: PUBLIC WORKS – WATER

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

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



## **AGENDA ITEM SUMMARY REPORT**

### **Approval of Master Agreement and Task Order #1 with Engineering Associates for the Tree Streets Waterline Replacement Project**

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

Consider Approval of the Master Agreement and Task Order #1 with Engineering Associates for Survey and Preliminary Design Services for the Tree Streets Waterline Replacement Project in the amount of \$220,000, and authorize the Mayor to sign all associated documents.

#### **SUMMARY OF INFORMATION**

The City of Cody has completed the *2021 Water Master Plan* (WMP) which identifies capital investment needs within the City's treated water distribution system. The WMP identified two project areas around Glen Livingston Elementary School and the Olive Glenn Golf Course, and the Tree Streets Waterline Replacement Project (Project) has been planned to replace all treated water mains and appurtenances due to the age and condition of the existing pipes and fittings. Based on the cost of the Project and the recommendations of the WMP, the City applied for grant funding in early 2023 and received Grant ARPA-WS-1104 to provide a total project funding in the amount of \$5.0 million (\$2.5 million of grant funding, and \$2.5 million of City match funding from the Water Enterprise Fund) to complete the Project.

City Staff has completed a Qualifications Based Selection (QBS) process to evaluate firms who have shown interest in working with the City on this Project, and select a firm to complete the survey, design and construction administration of the entire project. Four (4) firms submitted Statement of Qualifications (SOQ) packages that were evaluated by a selection committee made up of Phillip Bowman (Public Works Director), Rob Kramer (Streets Superintendent) and James Keenan (Water/Wastewater Superintendent). The selection committee completed the evaluation and ranking of the SOQ packages received, and the #1 ranked firm was Engineering Associates (EA) located in Cody, Wyoming. City Staff has entered into negotiations with EA to develop a scope of work and fee proposal for the project, and the Master Agreement and Task Order #1 attached will provide engineering services for the survey and preliminary design of the Project. Future Task Orders will be negotiated with EA to complete the final design, bidding documents, and construction administration for the project.

City Council approval of the Master Agreement and Task Order #1 will be subject to final approval of all agreement documents by the City Attorney prior to signature by the Mayor.

#### **FISCAL IMPACT**

Funding for the Tree Streets Water Line Replacement Project was approved by a Budget Amendment to the FY 2024 Budget in the total amount of \$5.0 million. The project funding is provided by \$2.5 million from Grant ARPA-WS-1104, and \$2.5 million of City matching funds from the Water Enterprise Fund.

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

**ATTACHMENTS**

1. Master Agreement with Engineering Associates
2. Task Order #1 with Engineering Associates for survey and preliminary design

## **MASTER AGREEMENT FOR PROFESSIONAL SERVICES ENGINEERING ASSOCIATES**

This AGREEMENT, dated October 3, 2023, is made and entered into between the City of Cody (herein called OWNER) and Engineering Associates (herein called ENGINEER). From time to time OWNER may request that ENGINEER provide professional services for Specific Projects. An individual Task Order will document each work engagement. This AGREEMENT sets forth the general terms and conditions applicable to all Task Orders duly executed under this AGREEMENT.

In consideration of the mutual promises herein contained, ENGINEER and OWNER agree as follows:

### **1. TERM AND AUTHORIZATION TO PROCEED**

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder for three (3) years from the Effective Date of the Agreement and, thereafter, shall automatically be renewed, at the end of this term and each renewal term, for an additional one-year term until either party terminates the Agreement as set forth in paragraph 7(C).
- B. Execution of individual Task Orders by OWNER will be authorization for the ENGINEER to proceed with the authorized work associated with the Specific Projects (PROJECT), pursuant to the terms and conditions of this AGREEMENT.

### **2. ENGINEER'S SERVICES**

- A. The ENGINEER agrees to provide professional services to the OWNER on an as needed basis. The scope of services, period of performance, and basis of ENGINEER's compensation are to be defined in individual Task Orders. Each duly executed Task Order shall be subject to the terms and conditions of this AGREEMENT. A standard task order form is included as Attachment A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. The relationship of the ENGINEER to the OWNER is that of an independent contractor and nothing in this AGREEMENT or the attachments hereto, creates any other relationship. As an independent contractor, the ENGINEER shall have the sole responsibility for paying taxes, workers' compensation, employee benefits (if any), and all similar obligations.
- C. This AGREEMENT is not a commitment by OWNER to ENGINEER to issue any Task Orders.

### 3. COMPENSATION AND PAYMENT

- A. OWNER and ENGINEER shall agree on the basis of compensation for each Task Order. If hourly rates are to be used as the basis of compensation, those rates will be defined in each Task Order. Hourly rates are updated on January 1 of each calendar year by the ENGINEER. Updated hourly rates will be used for all task orders. Additionally, ENGINEER will be reimbursed for actual costs and expenses incurred in the performance of the PROJECT subject to the conditions defined in each Task Order.
- B. A service charge of 10 percent will be applied to direct expenses incurred in performance of the PROJECT that include, but may not be limited to meals, lodging, and subcontractor services and outside services. All sales, use, value added, business transfer, gross receipts, or other similar taxes will be reimbursed to ENGINEER.
- C. Invoicing will occur monthly. Payments shall be due within 30 days of receipt of the invoice. An interest rate of 1.5% per month will be applied to all invoices that are not paid in full after 30 days following the invoice date. Payments will be applied to the outstanding interest first and then to the principal.
- D. The ENGINEER may discontinue work on the PROJECT by issuing the OWNER a written seven-day notice if full payment for an invoice is not received within 60 days of the invoice date. Suspension of work will continue until full payment is made for all outstanding invoices, including interest. The ENGINEER accepts no liability for damages or delays that result from its suspension of work. The OWNER may not use information or work product provided by the ENGINEER until full payment is made, including applicable interest.

### 4. INSURANCE

- A. The ENGINEER will maintain insurance coverage throughout the term of the AGREEMENT. Insurance coverage will include:

Coverage	Policy limits of not less than:
<b>Workers' Compensation</b>	
State	Statutory
<b>Employer's Liability</b>	
Each accident	\$1,000,000
Each employee	\$1,000,000
Policy limit	\$1,000,000
<b>Commercial General Liability</b>	
General Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000
<b>Automobile Liability</b>	
Combined Single Limit	

Combined Single Limit (Each Accident - Bodily Injury and Property Damage)	\$1,000,000
<b>Excess or Umbrella Liability</b>	
Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000
<b>Professional Liability</b>	
Each Claim	\$2,000,000
Annual Aggregate	\$3,000,000
<b>Unmanned Aerial Vehicle Liability Insurance</b>	
Each Claim	\$1,000,000
General Aggregate	\$1,000,000

## 5. INDEMNIFICATION AND LIABILITY

- A. The ENGINEER shall indemnify and hold harmless the OWNER, its officers, agents and employees for losses and claims arising out of the negligent acts, errors, or omissions of the ENGINEER. The OWNER shall indemnify and hold harmless the ENGINEER, its subcontractors, agents, and employees for all liability, other than that caused by the negligent acts, errors, or omissions of the ENGINEER.
- B. The ENGINEER's maximum extent of liability, for any cause or combination of causes, shall be limited to direct damages and shall not exceed the amount of the ENGINEER's insurance coverage as noted above.
- C. The ENGINEER is not responsible for delays or damages caused by acts of God such as floods or earthquakes, or other circumstances beyond the control of ENGINEER.
- D. The ENGINEER shall not be liable for damages or delays resulting from actions or inaction of a third party that is not under the direct control of the ENGINEER, such as government agencies that have review and permit authority.
- E. The ENGINEER, its subcontractors, agents and employees shall not be liable for consequential damages or indirect liability from a third party. The OWNER will defend, indemnify and hold harmless the ENGINEER, its subcontractors and agents from such an occurrence.

## 6. DEFECTS IN SERVICE

- A. The OWNER shall promptly report to the ENGINEER any defects or suspected defects in the ENGINEER's services of which the OWNER becomes aware, so that the ENGINEER may take measures to minimize the consequences of such a defect. The OWNER further agrees to impose a similar notification requirement on all contractors in its OWNER/CONTRACTOR contract and shall require all subcontracts at any level to contain a like requirement. Failure by the OWNER and the OWNER's contractors or subcontractors to notify the ENGINEER shall relieve the ENGINEER of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such

defects were first discovered.

## **7. TERMINATION**

- A. This AGREEMENT may be terminated by either party in the event that the other party has not performed any material covenant or has otherwise breached any material term of this AGREEMENT (i) upon receipt of written notice thereof if the nonperformance or breach is incapable of cure, or (ii) upon the expiration of ten (10) calendar days (or such additional cure period as the non-defaulting party may authorize) after receipt of written notice thereof if the nonperformance or breach is capable of cure and has not been cured.
- B. Upon termination, ENGINEER is entitled to full compensation as computed under this AGREEMENT for the work completed
- C. Either party may terminate this AGREEMENT without cause at any time upon thirty (30) days prior written notice to the other party.

## **8. ASSIGNMENT**

This AGREEMENT shall be binding on the heirs, successors and assignees of the parties. This AGREEMENT may not be assigned, transferred, conveyed, or encumbered, whether voluntarily or by operation of law, by either party without the prior written consent of the other party. Unauthorized assignment is void and nonbinding.

## **9. OPINION OF PROBABLE CONSTRUCTION COST**

Opinions of probable construction cost prepared by the ENGINEER are based on its experience with past projects of similar construction. It is understood that the ENGINEER has no control over economical factors or unknown conditions that may have a significant impact on actual PROJECT cost. The ENGINEER does not guarantee its cost estimates and accepts no liability for problems created by the difference in actual costs and opinions of probable construction cost.

## **10. DOCUMENTS**

Contract documents, calculations, electronic information and survey information created by the ENGINEER as "instruments of service" are the ENGINEER's property. OWNER's use of the documents and other "instruments of service" on any other project is prohibited and the ENGINEER accepts no liability for such action.

## **11. CONSTRUCTION PHASE SERVICES**

- A. The ENGINEER has based its cost to provide construction phase services, on the ENGINEER, its employees, subcontractors, and agents being named as additional insured under any construction contractor(s) (herein CONTRACTOR) General Liability and Builder's All Risk Insurance.
- B. The OWNER shall include in any contract with the CONTRACTOR a statement to defend, indemnify and hold harmless the ENGINEER; its employees, subcontractors and agents for any and all action resulting from construction activity.
- C. Observations performed by the ENGINEER or its agents are intended to assist the OWNER to obtain the best project possible and not to assume the CONTRACTOR's responsibility to comply with the requirements of any contract documents. The parties to this AGREEMENT recognize that the CONTRACTOR has sole responsibility to ensure that any contract requirements are met. The CONTRACTOR is responsible for all methods used to complete the PROJECT and is responsible to follow all applicable safety procedures.
- D. "Record" documents prepared by the ENGINEER are based on information supplied by the CONTRACTOR and its agents and are only as accurate as the information provided by the CONTRACTOR. The ENGINEER does not assume responsibility for the accuracy of the "record" documents.

## **12. ADHERENCE TO APPLICABLE LAWS**

- A. The ENGINEER shall comply with the applicable requirements of the Equal Employment Opportunity Laws and the Fair Labor Standards Act.
- B. OWNER does not waive its governmental immunity by entering into this Contract, and the OWNER specifically retains immunity and all defenses available to it as a governmental entity pursuant to Wyo. Stat § 1-39-104(a) and all other Wyoming Law. The Courts of the State of Wyoming shall have jurisdiction over this Contract, and venue for any claims and/or litigation filed will be in the Second Judicial District, in and for Park County, Wyoming.

## **13. HAZARDOUS WASTE**

OWNER will indemnify ENGINEER from all claims, damages, losses, and costs, including attorney's fees, arising out of or relating to the presence, discharge, release, or escape of hazardous substances or contaminants from the PROJECT. OWNER recognizes that ENGINEER assumes no risk and/or liability for waste or the waste site.



#### **14. SEVERABILITY**

The provisions of this AGREEMENT are severable, and should any provision hereof be void, overly broad or unenforceable, such void, overly broad or unenforceable provision shall not affect any other portion or provision of this AGREEMENT.

#### **15. WAIVER**

Any waiver by any party hereto of any breach of any kind or character whatsoever by any other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this AGREEMENT on the part of the other party.

#### **16. NOTICES**

All notices, demands, and requests required or permitted to be given hereunder shall be in writing and shall be deemed duly given if delivered or if mailed by registered or certified mail, postage prepaid, addressed to the following:

ENGINEER Ian Morrison, PE  
Project Manager  
Engineering Associates  
P.O. Box 1900; 902 13<sup>th</sup> Street  
Cody, WY 82414

OWNER: Phillip Bowman, PE  
City of Cody  
P.O. Box 2200; 1338 Rumsey Ave.  
Cody, WY 82414

Either party shall have the right to specify in writing another name or address to which subsequent notices to such party shall be given. Any notice given hereunder shall be deemed to have been given as of the date delivered or mailed to the other party.

#### **17. ATTACHMENTS**

The following attachments are included as part of the

AGREEMENT: Attachment A - Standard Task Order Form  
Task Orders, as awarded.

This AGREEMENT constitutes the entire understanding and AGREEMENT between the parties and supersedes all prior AGREEMENTS and understandings, whether written or oral, and may only be changed by written amendment executed by both parties.

OWNER:	ENGINEER:
By: _____	By: _____
Printed Name: _____	Printed Name: Ian Morrison
Title: _____	Title: Vice President



**TASK ORDER #1 OF MASTER AGREEMENT  
BETWEEN THE CITY OF CODY AND ENGINEERING ASSOCIATES  
DATED OCTOBER 3, 2023**

**TASK ORDER NAME: TREE STREETS WATERLINE REPLACEMENT – PRIORITY AREAS 1 AND 3 – Surveying & Preliminary Design**

**1. PROJECT DESCRIPTION:**

Survey and Preliminary design of treated waterline replacement in Priority Areas 1 and 3 identified in the 2021 WWDC Level I Water Master Plan and 14" raw water line replacement.

**2. SCOPE OF SERVICES OF ENGINEER**

- A. The specific services to be provided or furnished by Engineer under this Task Order are described in Exhibit A, as attached to the Master Agreement referred to above, such sections being hereby incorporated by reference (inapplicable services are stricken):
- Field Surveying
  - Preliminary Design Phase (including public meetings)

**3. FEES**

The survey and preliminary design of this project will be completed on a time and materials basis, with a not to exceed limit of \$220,000 without prior written approval.

**SCHEDULE**

Design services associated with this TASK ORDER #1 are anticipated to be completed within 4 months following written authorization from the OWNER to proceed. The Final Design and Construction phases schedule will be determined in conjunction with the OWNER with future Task Orders.

**4. Exhibits:**

Exhibit A – Scope of Work Details, Exhibits B & C with project areas.

**5. Attachments:**

Fee Schedule dated 7/1/2023

**6. Terms and Conditions**

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Master Agreement and as modified above. The engineer is authorized to begin performance of work upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is October 3<sup>rd</sup>, 2023.

OWNER:

ENGINEER:

By:

By:



Print Name: Matt Hall

Print Name: Ian Morrison

Title: Mayor

Title: Vice President

Firm's Wyoming  
Registration No. ES-0008  
State of: Wyoming

DESIGNATED REPRESENTATIVE FOR  
TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK  
ORDER:

Name: Phillip Bowman, PE

Name: Ian Morrison, PE

Title: Public Works Director

Title: Project Manager

Address: P.O. Box 1900; 902 13th Street,  
Cody, WY 82414

Address: P.O. Box 1900; 902 13<sup>th</sup> Street,  
Cody, WY 82414

E-Mail  
Address: pbowman@codywy.gov

E-Mail  
Address: iansm@eaengineers.com

Phone: (307) 527-7511

Phone: (307) 587-4911



# ENGINEERING ASSOCIATES

*Engineering Wyoming and the Rockies*

CODY, LARAMIE, POWELL, RIVERTON, SARATOGA, SHERIDAN, SUNDANCE, THERMOPOLIS

## FEE SCHEDULE

July 1, 2023

### HOURLY RATES

ENGINEERING SERVICES/SURVEYING SERVICES	Per Hour
Engineer's Aide	\$ 80
Resident Project Representative 1	\$ 95
Resident Project Representative 2	\$100
Resident Project Representative 3	\$110
Resident Project Representative 4	\$120
Resident Project Representative 5	\$125
Technician 1 / Survey Technician 1	\$ 95
Technician 2 / Survey Technician 2	\$100
Technician 3 / Survey Technician 3	\$110
Technician 4 / Survey Technician 4	\$120
Technician 5 / Survey Technician 5	\$125
Engineer-in-Training 1 / Land Surveyor-in-Training 1	\$131
Engineer-in-Training 2 / Land Surveyor-in-Training 2	\$137
Engineer 1 / Hydrogeologist 1 / Land Surveyor 1	\$147
Engineer 2 / Hydrogeologist 2 / Land Surveyor 2	\$168
Engineer 3 / Hydrogeologist 3 / Land Surveyor 3	\$179
Engineer 4 / Hydrogeologist 4 / Land Surveyor 4	\$184
Engineer 5 / Hydrogeologist 5 / Land Surveyor 5	\$194
<b>PROJECT MANAGEMENT SERVICES</b>	
Project Manager 1	\$184
Project Manager 2	\$210
<b>SUPPORT SERVICES</b>	
Administrative Assistant 1	\$ 79
Administrative Assistant 2	\$ 84
Administrative Assistant 3	\$ 89
CAD Technician 1	\$100
CAD Technician 2	\$110
CAD Technician 3	\$121
CAD Technician 4	\$126

Travel time will be charged at the hourly rates shown above. The technology reimbursable software, equipment, material charge is assessed per man-hour worked on a project. Litigation services and support services in preparation and expert witness duties will be billed at \$340 per hour.

## **FEE SCHEDULE (CONTINUED)**

July 1, 2023

### **REIMBURSABLE EXPENSES**

#### **EQUIPMENT CHARGES**

Survey - GPS or Robotic Station	\$ 70.00 per Hour
Technology – Computer/Cell Phone/Software/Incidentals	6% of Hourly Fee
Vehicle - All Terrain – UTV or Four-Wheeler	\$ 250.00 per Day
Vehicle – Highway/4WD	\$ 25.00 per Day

#### **MISCELLANEOUS CHARGES**

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

Subconsultant services will be charged at the billed rate.

#### **COPYING AND ELECTRONIC SCANNING (FINAL PRODUCTION ONLY)**

Copies - 8 ½" x 11" and 8 ½" x 14"	\$ 0.20 Each
Copies – 11" x 17"	\$ 0.50 Each
Color Copies – 8 ½" x 11" and 8 ½" x 14"	\$ 1.50 Each
Color Copies – 11" x 17"	\$ 2.00 Each
Black and White Prints – Up to 24" x 36"	\$ 10.00 per Sheet
Color Prints – Up to 24" x 36"	\$ 20.00 per Sheet
Scanned Drawing to Electronic File	\$ 15.00 Each Drawing
Reduction, Enlargement, or Exact Scale of Scanned Drawings	\$ 5.00 Each Drawing

#### **TESTING**

Density Testing	\$ 30.00 Each
Concrete Cylinder Break w/Mold	\$ 50.00 Each
Asphalt or Concrete Cores	\$ 50.00 Each
Pressure Recorder	\$ 50.00 per Day
Holiday or Adhesion Testing	\$ 50.00 per Day
Dry Film Thickness Testing	\$ 75.00 per Day
Turbidimeter	\$ 70.00 per Day
Current Velocity Meter and Datalogger	\$ 120.00 per Day
Bac-T Testing	\$ 30.00 Each/Friday \$100

#### **SURVEYING MATERIALS**

Stake, Hub, Lath, Spike, Nail or Shiner	\$ 3.00 Each
Rebar (#5 x 24")	\$ 5.00 Each
Conduit (½" x 5' EMT)	\$ 5.00 Each
Paint (per can)	\$ 7.50 Each
Steel Fence Post	\$ 10.00 Each

#### **SURVEYING MONUMENTS**

1½", 2" and 2½" Aluminum Cap and Rebar	\$ 20.00 Each
3¼" Brass Cap and Pipe	\$ 150.00 Each

Items not listed above will be billed at cost. If paying by credit card, fees may apply

## **Exhibit A**

### **Task Order #1 - Scope of Work and Estimated Fees Tree Streets Waterline Replacement Project**

#### ***Task 1 – Survey***

EA will complete a detailed site survey of areas 1, 2, and the raw water replacement areas as shown on Exhibits B & C. The site survey of these areas will include topology, utilities, and site features in a corridor along each alignment that extends from 5' either side of the City's right-of-way were applicable. A property survey will be completed in the area south of Dale Drive.

Estimated fee for Task 1-Survey is \$60,000.00

#### ***Task 2 -Preliminary Design***

EA will develop preliminary design and pipe alignments for all treated water lines shown in areas 1 & 2 and the raw water line replacement. Determine pipe sizes and layouts of proposed valves, ancillary fittings, water services, and fire hydrant locations for treated water. Layout proposed valves, raw water services, and ancillary fittings for the raw water. Once alignments are confirmed, vertical profiles will be developed to verify the constructability of the selected alignments.

Additional work will include:

- a. Perform geotechnical testing evaluations (i.e. test excavations) along the pipeline routes as necessary.
- b. Prepare maps showing the general location of any required temporary construction easements, and permanent easements with the area to be acquired if necessary.
- c. Conduct 10% and 50% informal review meetings with Owner and funding agencies.
- d. Obtain aerial photography and planimetrics throughout Project Areas 1 & 2.
- e. Evaluate water line looping in Dale Court for improved fire flow.
- f. Draft project specifications will be compiled for review with Owner and funding agencies.
- g. Evaluate the need and options of cathodic protection for the project areas.
- h. Work with the City on public outreach and public meetings. After preliminary design is complete develop information to be included on the City website and an online survey (Survey Monkey) by the City.

Estimated fee for Task 2-Preliminary Design is \$160,000.00



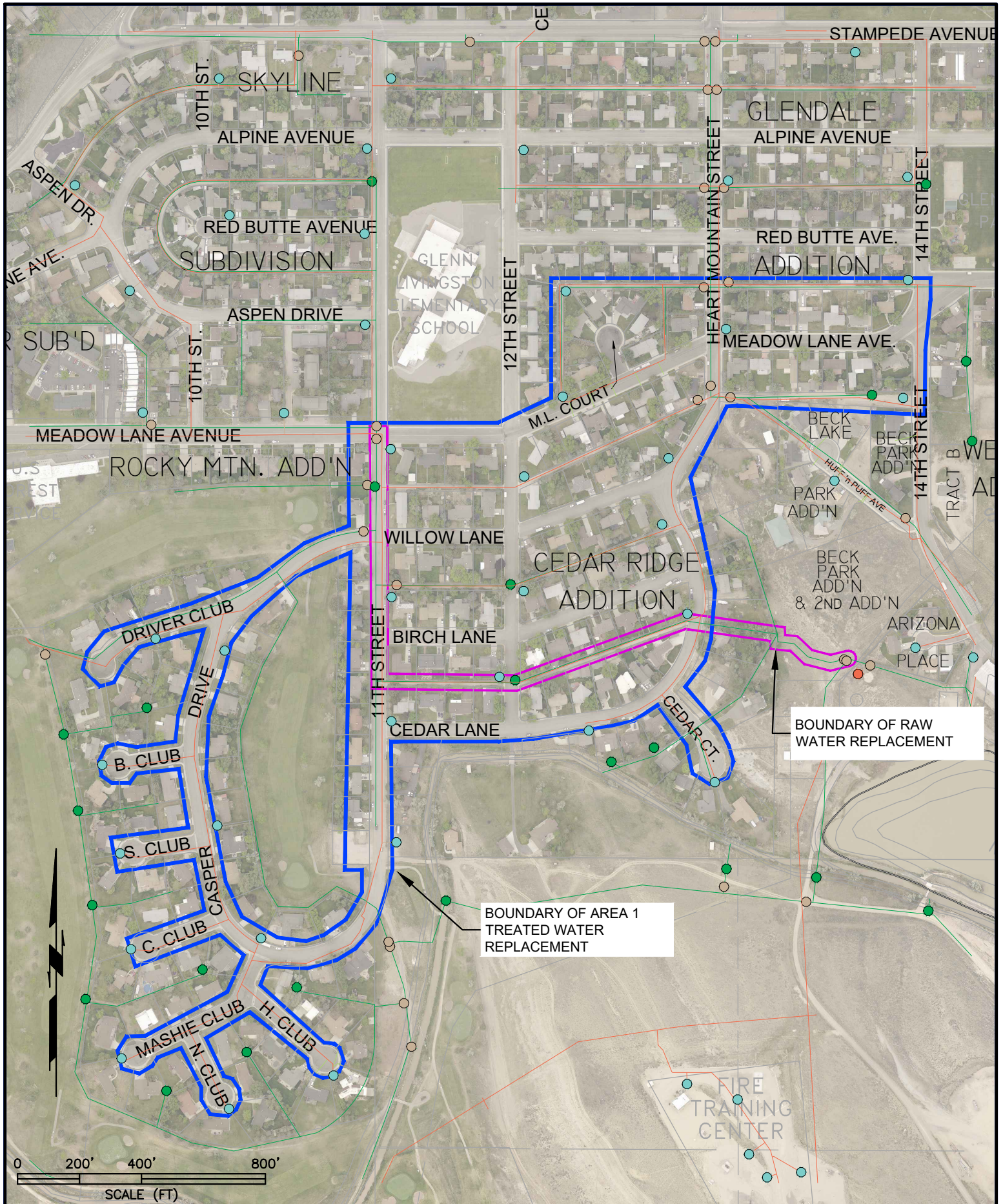


EXHIBIT B  
CITY OF CODY - TREE STREETS WATERLINE REPLACEMENT PROJECT  
AREA 1 & RAW WATER AREA





EXHIBIT C  
CITY OF CODY - TREE STREETS WATERLINE REPLACEMENT PROJECT  
AREA 2

**EA** **ENGINEERING ASSOCIATES**  
CONSULTING ENGINEERS & SURVEYORS  
ENGINEERING WYOMING