

City of Cody City Council
Pre-Meeting to begin at 6:45 p.m.to review agenda
Tuesday, December 16, 2025-7:00 PM

Meeting Place: City of Cody Council Chambers-1338 Rumsey Avenue, Cody, WY

Meeting Called to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Mayor's Recognitions and Announcements

1. Consent Calendar

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

- a. Approval of Minutes from December 2, 2025 and December 9, 2025.
Staff Reference: Cindy Baker
- b. Approve Vouchers and Payroll in the amount \$780,717.57.
Staff Reference: Leslie Brumage
- c. Approval of alcohol after hours for the 2026 Racquetball Tournament at the Recreation Center
Staff Reference: Mike Fink
- d. 2026 Task Force Officer Program Contract
Staff Reference: Jason Stafford

2. Public Comments

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

3. Public Hearing

4. Conduct of Business

- a. Consider appointing the following to the Contractors' Board: David Barton (General Contractor), Todd Evans (HVAC), Jesse Blankenship (Plumbing), Ray Lozier (Electrician) and Jonathan Robbins (Electrician) for a three-year term ending December 31, 2028
Staff Reference: Cindy Baker
- b. Consider appointing Elyse Guarino, Nancy Brown, Kristin Fong and Kathy Thompson to Cody Public Art Committee for a three-year term ending December 31, 2028.
Staff Reference: Cindy Baker

- c. Consideration of the Blue Bird Preliminary Plat
Staff Reference: Utana Dye
- d. Ordinance No. 2025-36 - First Reading
An Ordinance amending Title 11, Chapter 3, Section 3, Subsection A, Paragraph 1:
Final Plat, Approval and Recording.
Staff Reference: Utana Dye
- e. Ordinance No. 2025-37 - First Reading
An Ordinance to rezone Lot 4 of Block 2, Cody Heights Subdivision (1520 23rd
Street) to Medium-High Density Residential (R-3)
Staff Reference: Utana Dye
- f. Change Order No. 1 with Western Municipal Construction for the North Lift Station
Improvements Project
Staff Reference: Phillip Bowman, Jake Moyer

5. **Tabled Items**

6. **Matters from Staff Members**

7. **Matters from Council Members**

8. **Adjournment**

Upcoming Meetings:

Council Meeting - Tuesday, January 6, 2026 7:00 p.m.

Council Work Session - Tuesday, January 13, 2026 5:30 p.m.

Council Meeting - Tuesday, January 20, 2026 7:00 p.m.

City of Cody
City Council Proceedings
December 2, 2025

At 6:32 p.m. Council Member Tamblyn made a motion seconded by Council Member Settineri to enter into an Executive Session Pursuant to W.S. 16-4-405(a)(iii) & (a)(ix). Vote was unanimous. At 6:56 p.m. Council Member Settineri made a motion seconded by Council Member McIsaac to exit the Executive Session. Vote was unanimous.

Council President Shreve called the meeting to order at 7:00 PM.

Present: Council President Don Shreve, Council Members Emily Swett, Tim McIsaac, Kelly Tamblyn, Joanna Settineri, Jeremy Laing, City Administrator Tony Tolstedt, City Attorney Scott Kolpitzke; and Cindy Baker, Administrative Services Officer.

Absent: Mayor Reiter

Council Member Settineri made a motion seconded by Council Member Swett to approve the Consent Calendar as presented, which included Minutes from November 18, 2025 and vouchers in the amount of \$1,585,696.58. Vote was unanimous.

Council Member McIsaac made a motion seconded by Council Member Laing to accept the June 30, 2025, audit report and financial statements. Vote was unanimous.

Resolution 2025-15

A Resolution authorizing the addition of signatories on all City of Cody depository accounts
Council Member Swett made a motion seconded by Council Member Laing to approve
Resolution 2025-15. Vote was unanimous.

Resolution 2025-16

A Resolution Providing for the Appointment of Dane Austin as a Member to the Wyoming
Municipal Power Agency from the City of Cody, WY.
Council Member Swett made a motion seconded by Council Member McIsaac to approve
Resolution 2025-16. Vote was unanimous.

Council President Shreve adjourned the meeting at 7:11 p.m.

Council President Shreve

Cindy Baker, Administrative Services Officer

City of Cody
City Council Proceedings
December 9, 2025

Mayor Reiter called the meeting to order at 5:30 PM. on Tuesday, December 9, 2025

Present: Mayor Lee Ann Reiter, Council Members Kelly Tamblyn, Joana Settineri, Emily Swett, Don Shreve, Tim McIsaac, and City Administrator Anthony Tolstedt, City Attorney Scott Kolpitzke; and Cindy Baker and Tina Gail, Administrative Services Officers.

Absent: None

Governing Body Interviewed three applicants for the Contractors Board. Council recommended placing this item on the next regular meeting for consideration.

Anthony Tolstedt, City Administrator, presented the Governing Board with information relating to the elimination of the penny in cash transactions. Staff was provided direction.

Mike Fink, Aquatics, Facilities and Recreation Center Director, provided the governing body with information relating to the closure of Rec Center Gym Courts for Gun Show. Staff was provided with direction.

Utana Dye and Jenny Cramer, Community Development Division, provided the governing body with information related to the Bluebird Preliminary Plat. Staff was directed to move this item to the next regular meeting for council consideration.

Utana Dye and or Jenny Cramer, Community Development Division, provided the governing body with information related to the rezone from R-2 to R-3 at 1520 23rd St. Staff was directed to put this ordinance on the January 6, 2026 meeting for first reading.

Phillip Bowman Public Works Director, provided the governing body with information relating to the proposed change order for Western Municipal Construction on the North Lift Station Improvement Project. Staff was given direction to put this item at the next regular meeting for council consideration.

Projects, Task Force and committee updates were discussed.

At 7:18 p.m. Council Member Settineri made a motion seconded by Council Member Swett to enter into an Executive Session Pursuant to W.S.16-4-405(a)(iii) & (a)(ix). Motion carried. At 8:07 p.m. Council Member Laing made a motion seconded by Council Member Shreve to exit the Executive Session. Motion carried. Mayor Reiter adjourned the meeting at 8:07 p.m.

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
AMERICAN FAMILY LIFE ASSUR				
	978383	EMPLOYEE PREMIUMS	12/05/2025	2,965.02
Total AMERICAN FAMILY LIFE ASSUR:				2,965.02
AMERICAN WELDING & GAS INC				
	0011291721	BOTTLE RENTAL	11/30/2025	39.13
Total AMERICAN WELDING & GAS INC:				39.13
ANIXTER INC				
	6534139-00	GROUNDING CLAMP	12/03/2025	172.58
	6553857-00	Single ph. cabinet	11/04/2025	2,724.75
	6553857-00	Single ph. cabinet	11/04/2025	2,724.74
	6570389-00	1/0 ELBOW	12/03/2025	608.41
	6570389-00	1/0 ELBOW	12/03/2025	152.11
	6570389-00	1/0 ELBOW	12/03/2025	760.53
	6570389-00	N-DIE COVERS	12/03/2025	200.00
Total ANIXTER INC:				7,343.12
ARDURRA GROUP INC				
	25005-20365	PRV UPGRADE AND REPLACEMENT PROJECT - PHASE 2	12/05/2025	5,161.57
Total ARDURRA GROUP INC:				5,161.57
BAGNELL, PAULETTE A				
	12325	RESTITUTION FROM MC-2301-012	12/03/2025	75.00
Total BAGNELL, PAULETTE A:				75.00
BAILEY ENTERPRISES INCORPORATED				
	12125	Fuel	12/01/2025	528.03
	12125	Fuel	12/01/2025	76.05
	12125	Fuel	12/01/2025	318.58
	12125	Fuel	12/01/2025	95.57
	12125	Fuel	12/01/2025	2,453.03
	12125	Fuel	12/01/2025	318.58
	12125	Fuel	12/01/2025	34.03
	12125	Fuel	12/01/2025	122.96
	12125	Fuel	12/01/2025	49.73
	12125	Fuel	12/01/2025	49.73
	12125	Fuel	12/01/2025	48.31
	12125	Fuel	12/01/2025	116.31
	12125	Fuel	12/01/2025	8.37
	12125	Fuel	12/01/2025	59.13
	12125	Fuel	12/01/2025	625.54
	12125	Fuel	12/01/2025	74.09
	12125	Fuel	12/01/2025	158.64
	12125	Fuel	12/01/2025	48.31
	12125	Fuel	12/01/2025	68.98
	12125	Fuel	12/01/2025	3,119.59
	12125	Fuel	12/01/2025	1,016.96
	12125	Fuel	12/01/2025	724.35
	12125	Fuel	12/01/2025	104.11
	12125	Fuel	12/01/2025	68.63
	12125	Fuel	12/01/2025	68.98
	12125	Fuel	12/01/2025	299.14

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
	12125	Fuel	12/01/2025	228.02
	12125	Fuel	12/01/2025	68.98
	12125	Fuel	12/01/2025	203.06
	12125	Fuel	12/01/2025	69.09
	12125	Fuel	12/01/2025	361.14
	12125	Fuel	12/01/2025	9.46
	12125	Fuel	12/01/2025	1,126.63
	12125	Fuel	12/01/2025	978.81
Total BAILEY ENTERPRISES INCORPORATED:				13,700.92
BLACK HILLS GAS HOLDINGS LLC				
BLACK HILLS ENERGY	12225	UTILITIES - NATURAL GAS	12/02/2025	510.85
BLACK HILLS ENERGY	12225	UTILITIES - NATURAL GAS	12/02/2025	938.80
BLACK HILLS ENERGY	12225	UTILITIES - NATURAL GAS	12/02/2025	781.52
BLACK HILLS ENERGY	12225	UTILITIES - NATURAL GAS	12/02/2025	.00
BLACK HILLS ENERGY	12225	UTILITIES - NATURAL GAS	12/02/2025	3,368.01
BLACK HILLS ENERGY	12225	UTILITIES - NATURAL GAS	12/02/2025	3,368.01
BLACK HILLS ENERGY	12225	UTILITIES - NATURAL GAS	12/02/2025	445.70
BLACK HILLS ENERGY	12225	UTILITIES - NATURAL GAS	12/02/2025	.00
BLACK HILLS ENERGY	12225	UTILITIES - NATURAL GAS	12/02/2025	497.30
BLACK HILLS ENERGY	12225	UTILITIES - NATURAL GAS	12/02/2025	.00
Total BLACK HILLS GAS HOLDINGS LLC:				9,910.19
BORDER STATES INDUSTRIES INC				
	931598916	3PH, CAB BASEMENT: 3PH TRAN BASEMENT	12/04/2025	4,327.70
	931598916	3PH, CAB BASEMENT: 3PH TRAN BASEMENT	12/04/2025	3,592.28
Total BORDER STATES INDUSTRIES INC:				7,919.98
BOSS				
	BOSS8112512	BOSS LOCATE SOFTWARE	12/01/2025	625.00
	BOSS8112512	BOSS LOCATE SOFTWARE	12/01/2025	625.00
	BOSS8112512	BOSS LOCATE SOFTWARE	12/01/2025	625.00
	BOSS8112512	BOSS LOCATE SOFTWARE	12/01/2025	625.00
Total BOSS:				2,500.00
BOWEN COLLINS & ASSOCIATES				
	39897	PHASE 1 WASTEWATER COLLECTION AND TREATMENT MASTER PLAN	11/24/2025	4,565.24
	39929	WATER RATE AND IMPACT FEE STUDY	11/24/2025	722.50
	39896	CODY SDMP - TASK ORDER 03 FEMA BRIC GRANT	11/24/2025	7,286.00
Total BOWEN COLLINS & ASSOCIATES:				12,573.74
CODY ENTERPRISE LLC				
	55206	MINUTES AND LEGAL ADVERTISING	11/25/2025	1,108.80
	55207	ADVERTISING FEES FOR ORDINANCE AMENDMENTS	11/25/2025	100.80
	55207	LEGAL AD - ORDINANCE 2025-33 (WATER RATES)	11/25/2025	50.40
Total CODY ENTERPRISE LLC:				1,260.00
COLLECTION SERVICES CENTER				
	12525	GARNISHMENT REMITANCE # 1049403	12/05/2025	461.53

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total COLLECTION SERVICES CENTER:				461.53
COPENHAVER KITCHEN KOLPITCKE LLC				
	56083	LEGAL SERVICES CONTRACT	12/06/2025	500.00
	56083	LEGAL SERVICES CONTRACT	12/06/2025	4,900.00
	56083	LEGAL SERVICES CONTRACT	12/06/2025	900.00
	56083	LEGAL SERVICES CONTRACT	12/06/2025	900.00
	56083	LEGAL SERVICES CONTRACT	12/06/2025	900.00
	56083	LEGAL SERVICES CONTRACT	12/06/2025	1,000.00
	56083	LEGAL SERVICES CONTRACT	12/06/2025	900.00
	56084	LEGAL SERVICES CONTRACT	12/06/2025	3.00-
	56084	LEGAL SERVICES CONTRACT	12/06/2025	29.40-
	56084	LEGAL SERVICES CONTRACT	12/06/2025	5.40-
	56084	LEGAL SERVICES CONTRACT	12/06/2025	5.40-
	56084	LEGAL SERVICES CONTRACT	12/06/2025	5.40-
	56084	LEGAL SERVICES CONTRACT	12/06/2025	6.00-
	56084	LEGAL SERVICES CONTRACT	12/06/2025	5.40-
	56084	EXTRA LEGAL SERVICES - RECORDS REQUEST	12/06/2025	300.00
Total COPENHAVER KITCHEN KOLPITCKE LLC:				10,240.00
CROWLEY FLECK PLLP				
	1083541	LEGAL SERVICES - MATTER #201268	12/03/2025	2,000.00
Total CROWLEY FLECK PLLP:				2,000.00
DOOLEY ENTERPRISES INC				
	70941	FRANGIBLE AMMO THAT WAS BACKORDERED	11/10/2025	948.81
Total DOOLEY ENTERPRISES INC:				948.81
DOUBLE J CONTRACTING				
	14.9986.11	DEPOSIT REFUND	12/03/2025	439.22
	14.9987.11	DEPOSIT REFUND	12/03/2025	411.21
Total DOUBLE J CONTRACTING:				850.43
ENERGY LABORATORIES INC				
DEPARTMENT 6250	751656	COLIFORM TESTING	11/21/2025	190.00
DEPARTMENT 6250	751657	COLIFORM TESTING	11/21/2025	190.00
DEPARTMENT 6250	753106	OIL AND GREASE TESTING	12/01/2025	117.00
Total ENERGY LABORATORIES INC:				497.00
ENGINEERING ASSOCIATES				
	4511017	TASK ORDER #3 - TREE STREETS WATERLINE PHASE 1	11/18/2025	16,411.46
	4511017	TASK ORDER #3 - TREE STREETS RW PHASE 1	11/18/2025	201.40
	4511018	TASK ORDER #4 - TREE STREETS WATERLINE PHASE 2	11/18/2025	14,785.42
	4511018	TASK ORDER #4 - TREE STREETS RW PHASE 2	11/18/2025	860.72
	4511021	TASK ORDER #1 - AERATED LAGOON COVER REPLACEMENT	11/18/2025	1,458.56
	4511095	TASK ORDER #1 SEPTAGE WASTE RECEIVING FACILITY	11/21/2025	7,027.50
	4511096	TASK ORDER #2 SEPTAGE WASTE RECEIVING FACILITY CONSTRUCTION ADMINISTRATION AND OBSERVATION	11/21/2025	4,774.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total ENGINEERING ASSOCIATES:				45,519.06
ENNIST III, ROBERT F				
BIG HORN FOOD SERVICES	12083	EMPLOYEE RECOGNITION ITEMS YOS	11/25/2025	127.28
BIG HORN FOOD SERVICES	12083	EMPLOYEE RECOGNITION ITEMS YOS	11/25/2025	293.12
BIG HORN FOOD SERVICES	12083	EMPLOYEE RECOGNITION ITEMS YOS	11/25/2025	54.96
BIG HORN FOOD SERVICES	12083	EMPLOYEE RECOGNITION ITEMS YOS	11/25/2025	27.48
BIG HORN FOOD SERVICES	12083	EMPLOYEE RECOGNITION ITEMS YOS	11/25/2025	45.80
BIG HORN FOOD SERVICES	12083	EMPLOYEE RECOGNITION ITEMS YOS	11/25/2025	137.40
BIG HORN FOOD SERVICES	12083	EMPLOYEE RECOGNITION ITEMS YOS	11/25/2025	109.92
BIG HORN FOOD SERVICES	12083	EMPLOYEE RECOGNITION ITEMS YOS	11/25/2025	36.64
BIG HORN FOOD SERVICES	12083	EMPLOYEE RECOGNITION ITEMS YOS	11/25/2025	9.19
BIG HORN FOOD SERVICES	12083	EMPLOYEE RECOGNITION ITEMS YOS	11/25/2025	100.76
BIG HORN FOOD SERVICES	12083	EMPLOYEE RECOGNITION ITEMS YOS	11/25/2025	54.96
BIG HORN FOOD SERVICES	12083	EMPLOYEE RECOGNITION ITEMS YOS	11/25/2025	36.64
BIG HORN FOOD SERVICES	12083	EMPLOYEE RECOGNITION ITEMS YOS	11/25/2025	82.44
BIG HORN FOOD SERVICES	12083	EMPLOYEE RECOGNITION ITEMS YOS	11/25/2025	9.16
Total ENNIST III, ROBERT F:				1,125.75
FIRE DISTRICT #2				
	BLD-2025-001	302 16TH ST	11/20/2025	173.00
	BLD-2025-005	3510 BIG HORN AVE	11/10/2025	205.00
	BLD-2025-008	125 ROAD 2AB	11/18/2025	633.00
	BLD-2025-009	189 BLACKBURN ST	11/12/2025	173.00
Total FIRE DISTRICT #2:				1,184.00
FRANCK, STEVEN				
OFF GRID INSPECTIONS	037	10/2025 OFF GRID ELECTRICAL INSPECTION SERVICES	10/31/2025	1,720.00
OFF GRID INSPECTIONS	038	11/2025 OFF GRID ELECTRICAL INSPECTION SERVICES	11/30/2025	1,665.00
Total FRANCK, STEVEN:				3,385.00
GEM FITNESS INC				
BETTER BODY FITNESS	19802	PREVENTATIVE MAINTENANCE OF FITNESS EQUIPMENT	11/25/2025	785.46
Total GEM FITNESS INC:				785.46
GLOBE LIFE INC				
	1180649	premiums	12/05/2025	788.00
Total GLOBE LIFE INC:				788.00
GOODYEAR, ROBERT W				
GOODYEAR PRINTING	250490	GUEST PASSES FOR THE FRONT DESK	11/30/2025	247.00
Total GOODYEAR, ROBERT W:				247.00
GRAINGER				
	9702223075	SPA REPAIRS	11/06/2025	84.64
Total GRAINGER:				84.64

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
GROATHOUSE CONSTRUCTION				
	12325	RESTITUTION FROM MC-2408-014	12/03/2025	50.00
Total GROATHOUSE CONSTRUCTION:				50.00
H B I INSURANCE				
	4685	SURETY BOND - FINANCE OFFICER	11/26/2025	100.00
Total H B I INSURANCE:				100.00
HDR ENGINEERING INC				
	1200779127	NORTH LIFT STATION CONSTRUCTION ADMINISTRATION	12/04/2025	6,729.97
Total HDR ENGINEERING INC:				6,729.97
HENSLEY, CODY W				
KMG COMMERCIAL REFRIGERATION	3842	FURNACE WORK	12/04/2025	500.00
Total HENSLEY, CODY W:				500.00
HUBER, WESLEY L				
EAGLE OF CODY PRINTING	120125	TIPSY TAXI VOUCHERS	12/01/2025	732.00
Total HUBER, WESLEY L:				732.00
IDEXX DISTRIBUTION INC				
	3188624884	LAB SUPPLIES	11/18/2025	369.00
Total IDEXX DISTRIBUTION INC:				369.00
J & S CORPORATION				
BIG HORN GLASS	43348	GLASS REPAIR	11/24/2025	1,392.80
Total J & S CORPORATION:				1,392.80
JASON, ARTHAUD				
	12325	RESTITUTION FROM MC-2508-033	12/03/2025	500.00
Total JASON, ARTHAUD:				500.00
KENT, TANNER				
JONES, TAIME	5.1284.29	DEPOSIT REFUND	11/25/2025	62.97
Total KENT, TANNER:				62.97
KINCHELOE PLUMBING AND HEATING				
	160026	PLUMBING REPAIRS WATER FOUNTAIN IN AQUATICS	11/05/2025	713.16
	160035	HOT TUB REPAIRS	11/07/2025	316.00
	160050	HOT TUB REPAIRS	11/13/2025	353.64
	160109	FLUSH KIT FOR REC BATHROOMS	11/25/2025	27.30
	160121	SPITOON REPIARS IN AQUATICS	11/26/2025	331.45
Total KINCHELOE PLUMBING AND HEATING:				1,741.55
LABAN HARVEST LLC				
NO SPOT LEFT BEHIND	1236	CLEANING SERVICES REC DRY SIDE	12/03/2025	1,999.50
NO SPOT LEFT BEHIND	1236	CLEANING SERVICES REC WET SIDE	12/03/2025	1,999.50

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
NO SPOT LEFT BEHIND	1236	CLEANING SERVICES CITY HALL	12/03/2025	1,649.00
Total LABAN HARVEST LLC:				5,648.00
LEISURE IN MONTANA INC				
	SAL41435-1	POOL CHEMICALS - DAY USE	12/04/2025	210.63
	SAL41435-1	POOL CHEMICALS - PROGRAMS	12/04/2025	210.63
Total LEISURE IN MONTANA INC:				421.26
MOUNTAIN CONSTRUCTION COMPANY				
	6192	Parks paving	09/30/2025	5,600.00
	6192	Birch paving	09/30/2025	3,889.55
Total MOUNTAIN CONSTRUCTION COMPANY:				9,489.55
NCPERS GROUP LIFE INS				
C/O MEMBER BENEFITS INC	12525	PREMIUM	12/05/2025	336.00
Total NCPERS GROUP LIFE INS:				336.00
NORCO INC				
	0045288965	BOTTLE RENTAL	11/30/2025	28.20
Total NORCO INC:				28.20
NORTHWEST PIPE				
	7480967-1	ENAMEL PLUG	11/24/2025	189.65
Total NORTHWEST PIPE:				189.65
PARK COUNTY				
	11147	LEC CONTRACT - DISPATCH LABOR COSTS	12/01/2025	5,571.56
	11147	LEC CONTRACT - DISPATCH LABOR COSTS	12/01/2025	928.59
	11147	LEC CONTRACT - DISPATCH LABOR COSTS	12/01/2025	24,452.95
	11147	LEC CONTRACT - TECHNOLOGY SERVICES	12/01/2025	3,315.00
	11147	LEC CONTRACT - INSIDE MAINTENANCE SUPPLIES	12/01/2025	878.51
	11147	LEC CONTRACT - INSIDE MAINTENANCE LABOR	12/01/2025	1,900.12
	11147	LEC CONTRACT - OUTSIDE MAINTENANCE CREDIT	12/01/2025	484.16-
	11147	LEC CONTRACT - BUILDING INSURANCE COSTS	12/01/2025	532.15
	11147	LEC CONTRACT - UTILITIES	12/01/2025	1,183.04
Total PARK COUNTY:				38,277.76
PARK COUNTY LANDFILL				
	113025	BULK ITEM DISPOSAL FEES	11/30/2025	95.55
	113025	LANDFIL DISPOSAL FEES	11/30/2025	47,173.35
Total PARK COUNTY LANDFILL:				47,268.90
PROVIDENT LIFE & ACCIDENT INS				
	12525	PREMIUMS	12/05/2025	23.40
Total PROVIDENT LIFE & ACCIDENT INS:				23.40

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
ROBERTSON, LESLIE				
	12325	RESTITUTION FROM MC-2208-010	12/03/2025	100.00
Total ROBERTSON, LESLIE:				100.00
SABER PEST CONTROL LLC				
	AUD206	PEST CONTROL - AUDITORIUM	12/02/2025	100.00
	CH206	PEST CONTROL - CITY HALL	12/02/2025	70.00
	E193	PEST CONTROL - ELECTRIC	12/01/2025	100.00
	P205	PEST CONTROL - PUBLIC WORKS SH	12/01/2025	60.00
	P205	PEST CONTROL - PUBLIC WORKS SH	12/01/2025	30.00
	P205	PEST CONTROL - PUBLIC WORKS SH	12/01/2025	30.00
	PR130	PEST CONTROL - PARKS SHOP	12/01/2025	80.00
	R204	PEST CONTROL - RECYLING/SANITATION	12/03/2025	70.00
	REC206	PEST CONTROL - REC CENTER	12/02/2025	105.00
	REC206	PEST CONTROL - REC CENTER	12/02/2025	105.00
	W204	PEST CONTROL - WASTEWATER DEPT	12/03/2025	100.00
Total SABER PEST CONTROL LLC:				850.00
SEBIS DIRECT INC				
	12012025	2 MONTHS POSTAGE FOR UTILITY BILLING	12/01/2025	6,000.00
Total SEBIS DIRECT INC:				6,000.00
SHOSHONE MUNICIPAL PIPELINE				
	120125	NOVEMBER WATER	12/01/2025	120,221.82
Total SHOSHONE MUNICIPAL PIPELINE:				120,221.82
STANTEC CONSULTING SERVICES INC				
	2488106	LEGAL DESCRIPTION OF EASEMENTS	11/24/2025	3,400.00
Total STANTEC CONSULTING SERVICES INC:				3,400.00
STUEBNER, TABATHA				
	12325	RESTITUTION FROM MC-2412-002	12/03/2025	250.00
Total STUEBNER, TABATHA:				250.00
THOMSON REUTERS - WEST				
	582890206	CLEAR INVESTIGATIONS MONTHLY PAYMENT	12/01/2025	212.96
Total THOMSON REUTERS - WEST:				212.96
TRACE3 GOVERNMENT HOLDINGS, INC.				
TRACE3 GOVENMENT, LLC	INV1755912	CARBONITE CLOUD BACKUP	12/09/2025	427.32
TRACE3 GOVENMENT, LLC	INV1755912	CARBONITE CLOUD BACKUP	12/09/2025	12.95
TRACE3 GOVENMENT, LLC	INV1755912	CARBONITE CLOUD BACKUP	12/09/2025	38.85
TRACE3 GOVENMENT, LLC	INV1755912	CARBONITE CLOUD BACKUP	12/09/2025	77.70
TRACE3 GOVENMENT, LLC	INV1755912	CARBONITE CLOUD BACKUP	12/09/2025	51.80
TRACE3 GOVENMENT, LLC	INV1755912	CARBONITE CLOUD BACKUP	12/09/2025	505.02
TRACE3 GOVENMENT, LLC	INV1755912	CARBONITE CLOUD BACKUP	12/09/2025	64.75
TRACE3 GOVENMENT, LLC	INV1755912	CARBONITE CLOUD BACKUP	12/09/2025	38.85
TRACE3 GOVENMENT, LLC	INV1755912	CARBONITE CLOUD BACKUP	12/09/2025	38.85
TRACE3 GOVENMENT, LLC	INV1755912	CARBONITE CLOUD BACKUP	12/09/2025	38.83

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total TRACE3 GOVERNMENT HOLDINGS, INC.:				1,294.92
UNUM LIFE INSURANCE - LIFE				
	12525	PREMIUM	12/05/2025	1,112.93
Total UNUM LIFE INSURANCE - LIFE:				1,112.93
WEST PARK HOSPITAL				
CODY REGIONAL HEALTH	111925	DUI BLOOD DRAW - CASE #25-790 MCIBTYRE	11/19/2025	244.00
Total WEST PARK HOSPITAL:				244.00
WEST PLAINS ENGINEERING				
	BU25002-0010	TASK ORDER #1 ELECTRIC COORDINATION AND ARC FLASH STUDY	11/28/2025	18,191.69
Total WEST PLAINS ENGINEERING:				18,191.69
WOLFF INDUSTRIES, INC				
KEELE SANITATION	818008	TEMP TOILET AT TRAILER	11/30/2025	262.50
Total WOLFF INDUSTRIES, INC:				262.50
WYOMING CHILD SUPPORT				
	12525	Garnishment Remittance # 227551	12/05/2025	323.07
Total WYOMING CHILD SUPPORT:				323.07
WYOMING DEPARTMENT OF WORKFORCE SERVICES				
WORKERS COMPENSATION DIV	12525	CONTRIBUTIONS	12/05/2025	9,864.72
WORKERS COMPENSATION DIV	12525	PD VOLUNTEERS	12/05/2025	12.88
WORKERS COMPENSATION DIV	12525	REC VOLUNTEERS	12/05/2025	47.22
Total WYOMING DEPARTMENT OF WORKFORCE SERVICES:				9,924.82
Grand Totals:				407,815.07
Payroll total				372,902.50
				780,717.57

Report Criteria:

Detail report.
Invoices with totals above \$0 included.
Paid and unpaid invoices included.
Invoice Detail.Input date = 12/09/2025
Invoice.Batch = {NOT LIKE} "1"

Meeting Date: December 16, 2025 Department: Recreation Staff Reference: Mike Fink
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AGENDA ITEM SUMMARY REPORT

Approval of alcohol after hours for the 2026 Racquetball Tournament at the Recreation Center

PROPOSED ACTION:

Request approval from the City Council to allow alcohol at the Rec Center after hours during the Cody Racquetball Classic.

SUMMARY OF INFORMATION:

The Cody Racquetball Classic has been a City of Cody Recreation program for the past 7 years. This year the tournament is set to take place on January 31st, February 1st and 2nd of 2026.

Before becoming a recreation program, the Cody Racquetball Club always hosted this event at the Recreation Center. This tournament has been going on for close to 23 years.

Every year the tournament hosts an after-hours social in the racquetball area on Friday and Saturday the 31st and 1st.

This takes place after our normal hours when we are open to the public.

They have hosted the social for the past 4 years and there have not been any incidents, nor did they leave any indication that there had been alcohol there the night before.

They are asking City Council if they could have alcohol at the Recreation Center after the facility is closed to the public.

The alcohol would remain in the hallway by the courts and in the multipurpose room. They would be required to have proper signage stating that alcohol is not allowed in other parts of the building.

FISCAL IMPACT:

No impact

ATTACHMENTS:

None

Meeting Date: December 16, 2025 Department: Police Department Staff Reference: Jason Stafford
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AGENDA ITEM SUMMARY REPORT

2026 Task Force Officer Program Contract

PROPOSED ACTION:

Contingent on approval by the City Attorney, authorize Mayor Reiter to sign the contract between the City of Cody and the Wyoming Office of the Attorney General - Division of Criminal Investigation for the calendar year 2026 Task Force Officer program, contingent upon review by City Attorney.

SUMMARY OF INFORMATION:

The City of Cody has participated in the TFO program with the Division of Criminal Investigation since 2022. Under the Task Force Officer (TFO) program, a City of Cody officer is assigned to and operates under the DCI's regional task force teams. The TFO is assigned to primarily work on Justice Assistance Grant (JAG) cases. However, occasionally, the TFO may sometimes be required to work on other cases such as High Intensity Drug Trafficking Area, Internet Crimes Against Children (ICAC), or general cases.

We received a notice from DCI that earlier this year, they went through an audit. As a result, they have decided to change the agreement between DCI and the agencies that have JAG funded TFO's. The changes encompass some additional provisions that are included due to this position being funded with federal dollars.

The new contract that is attached will replace the existing MOU, and it will be updated every calendar year.

FISCAL IMPACT:

The Cody Police Department will continue to cover the officer's regular wages and benefits during the contract period and DCI will reimburse the City up to \$60,000 for the assigned Task Force Officer's regular pay, and associated FICA, Medicare, Workers' Compensation, and Retirement benefits. All overtime pay and associated FICA, Medicare, Workers' Compensation, and Retirement benefits will be reimbursed at one hundred percent (100%). The City has already included this program in the FY26 budget so no additional budget appropriation is required at this time. The FY26 budget for the task force officer program is \$89,580.

ATTACHMENTS:

1. 26-039 Cody PD JAG TFO-AG

**CONTRACT BETWEEN
STATE OF WYOMING, OFFICE OF THE ATTORNEY GENERAL, DIVISION OF
CRIMINAL INVESTIGATION
AND
CODY POLICE DEPARTMENT**

1. **Parties.** The parties to this Contract are State of Wyoming, Office of the Attorney General, Division of Criminal Investigation (Agency), whose address is: 208 South College Drive, Cheyenne, WY 82007, and Cody Police Department (Contractor), whose address is: 1408 River View Drive, Cody, WY 82414. The Contractor's UEI is JQFJZD58AN57.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall provide one (1) officer to be a Task Force Officer (TFO) to cooperate as a member of the Enforcement Team(s) to investigate violent crimes, such as homicides, arson, drugs, overdoses, aggravated assaults, rape, and officer involved shootings (OIS), as well as to investigate other violent violations as needed.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The Performance Period for this Contract is from when the Contractor initially assigns a TFO(s) to the Agency, until the Contractor or Agency terminates this Contract. Every twelve (12) month cycle is specific to a sixty-thousand-dollar (\$60,000.00) cap for reimbursement(s) for the TFO's regular pay, and associated FICA, Medicare, Workers' Compensation, Unemployment Insurance and Retirement benefits, as indicated in the table below. All overtime pay and associated FICA, Medicare, Workers' Compensation, Unemployment Insurance and Retirement benefits will be reimbursed at one hundred percent (100%).

All services shall be completed during this term. Renewal will occur until Agency or the Contractor determines further participation by the Contractor is no longer essential to the Team structure, or Agency faces budgetary constraints to support this program.

4. **Payment.**

- A. Agency agrees to pay the Contractor for the services covered by this Contract. Task Force Officer Compensation will be reimbursed as follows:

NOTE: Definition of reimbursable amounts	
	<u>TOTALS</u>
Annual reimbursement for each TFO's regular payroll, FICA, Medicare, Workers' Comp, Unemployment Insurance & Retirement, Paid by Agency:	\$60,000.00
Overtime reimbursement for Agency overtime, plus applicable FICA, Medicare, Workers' Compensation,	No Limits

Unemployment Insurance and Retirement:

- B.** This TFO is assigned to primarily work Justice Assistance Grant (JAG) cases. However, occasionally, at the discretion of the Team Leader or Commander, the TFO may sometimes be required to work other cases (which may include High Intensity Drug Trafficking Area (HIDTA), Internet Crimes Against Children (ICAC), or general cases), and will be reimbursed from the applicable funding source for those regular and overtime hours worked, JAG included.

The Contractor shall submit a payroll processing calendar identifying time sheet cutoff dates for both regular and overtime payments being billed to the Contractor. Payroll, payroll taxes, and overtime, if any, shall be submitted monthly via a Standard Excel Billing Template Spreadsheet that will be provided by the Agency. The billings must include a copy from the Contractor's payroll system (payroll journal summary, verification documents), and signed Agency TFO(s) timesheets, verifying all calculations of regular and overtime pay which coincide with the Contractor's payroll processing calendar. The TFO(s) will work a regular Monday through Friday, 8:00 am to 5:00 pm work week for the Agency. The TFO(s) will also work any assigned hours beyond the above regular schedule deemed necessary by the Team Leader and/or Commander to accomplish investigative goals as it relates to Agency cases. Additional hours worked will be defined by the Team Leader and/or Commander and will be processed as additional pay based on the Contractor's payroll schedule policy and procedures. Agency may not reimburse any working hours that the Contractor assigns to the TFO that are not preapproved. The Contractor will send all billings monthly to:

Wyoming Division of Criminal Investigation
Attn: Fiscal Department
320 West 25th Street, Suite 109
Cheyenne, WY 82002
307-777-7805

Any charges not submitted to the Agency for reimbursement within the stated timelines may become the sole responsibility of the Contractor.

- C.** No payment shall be made for work performed outside of the Performance Period of this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities to the satisfaction of Agency.
- D.** When the TFO is working on an investigation that requires travel, the TFO shall be reimbursed at the rates set out in Wyo. Stats. §§ 9-3-102 and 9-3-103. Reimbursement is only available when investigation work specifically requires travel.

5. Responsibilities of Contractor and Purpose of the Regional Enforcement Teams.

- A. Purpose.** The goal of the Drug Enforcement Teams is to enhance, through jointly controlled operations, the ability of federal, state, and local criminal justice agencies to remove specifically violent targeted street dealers and major drug traffickers through investigations, arrest, prosecution, and conviction of drug trafficking, violent, organizations. The teams will coordinate multi-jurisdictional activities, resources, and functions of law enforcement and prosecution agencies, in the successful investigation and prosecution of complex, multi-jurisdictional crimes and their perpetrators.
- B. Objectives.**
- (i) Investigation, prosecution, and conviction of multi-jurisdictional drug traffickers, conspirators, and violent offenders.
 - (ii) Investigation, prosecution, and conviction of drug traffickers, organizations, conspirators, and violent offenders.
 - (iii) Reduction of fractional, duplicative investigations and prosecutions by avoiding conflicting agencies.
- C. Responsibilities.**
- (i) The Contractor will have one (1) dedicated TFO assigned to the North West Enforcement Team (NWET). They may work JAG cases throughout the State.
 - (ii) The TFO will work solely on JAG cases. Any hours worked that are not for JAG cases must be recorded on a time and effort log and the Contractor shall notify the Agency.

6. Responsibilities of Agency. The Agency agrees to:

- A.** Pay Contractor in accordance with Section 4 above.

7. Agreement Between the Parties.

- A.** The Agency will assign a Team Leader to each Regional Drug Enforcement Team. The Team Leader will report to his/her supervisor at the Agency. The Team Leader, or his/her designee, i.e. of a satellite office, is the first line supervisor of the team. The Team Leader is responsible for day-to-day operations, case investigations, work assignments, case reports, performance ratings of team members, time sheets, overtime approval, financial expenditures and other duties as assigned.

- B.** The Team Leader and/or the Commander will communicate with the TFOs home agency as necessary about the relevant enforcement teams activities within the enforcement team's area of responsibility.
- C.** Only POST-Certified Peace Officer(s), with at least two (2) years of law enforcement experience, may serve as a TFO on a Regional Enforcement Team. The Agency will assist in the TFO selection process by interviewing TFO candidates and reviewing their qualifications. The Agency has the right to reject TFO candidates who, in the opinion of the DCI Director or his designee, are not well-suited to participate on a Drug Enforcement Team. Once assigned, the TFO is expected to serve in that capacity for at least two (2) years unless he or she ceases to be employed by the Contractor, or the Agency determines that he or she should cease to serve as a TFO. When the TFO ceases to serve as a TFO, the Contractor may designate another Officer or Deputy as a TFO, pursuant to the process outlined above.
- D.** The Agency and/or the Contractor will provide office space and a vehicle as well as supplies and equipment required for the position. The TFO(s) will return all equipment that is provided by the Agency to the Agency.
- E.** The Agency is responsible for all insurance coverage on the assigned TFO vehicles, and will provide full insurance coverage for an assigned TFO vehicle through the State of Wyoming, Department of Administration & Information, General Services Division, Risk Management Section. The TFO(s) will be responsible to adhere to the State of Wyoming Vehicle Use Policies and Procedures, incorporated by reference. The Risk Management Section deems that windshield replacement for the TFO Vehicle, for any reason, is the responsibility of the Agency. The Agency will provide fuel as well as routine vehicle maintenance and repairs, including oil changes, lubrication, and tires for the TFO(s) vehicle, and will cover costs associated with installation of emergency and communication equipment. The TFO(s) is responsible for printing their name, as well as the assigned vehicle number, on all invoices for repairs and maintenance to the TFO(s) vehicle and forwarding this information to DCI Headquarters in Cheyenne, attention Fiscal Office. If the TFO(s) is replaced on the Drug Enforcement Team by another Officer or Deputy from the Contractor, the Agency will assign the TFO(s) vehicle to that Officer or Deputy. If the assigned TFO(s) leaves the Drug Enforcement Team and is not replaced by another Officer or Deputy from the Contractor, the Contractor will return the assigned vehicle to the designated Team office. The Agency will reassign or replace TFO(s) vehicles as it deems appropriate.
- F.** The TFO(s) shall adhere to the following rules and policies established by the State of Wyoming: Personnel Rules, Substance Abuse, Code of Ethics, Workplace Violence, Anti-Discrimination, Internet Acceptable Use, and E-Mail Management, all of which are incorporated by reference. The TFO(s) will also complete the State of Wyoming Defensive Driving Program and adhere to the Agency's policies and

procedures. If there is a rule, policy or procedure violation, the Agency will notify the Contractor of the violation. It is further understood and agreed by the Parties that the TFO(s) remains an employee of the Contractor and is not an employee of the State of Wyoming. The TFO(s) will also perform DCI firearms training and qualifications per DCI Policies.

- G.** Unless exigent circumstances exist, case work outside of each Enforcement Team region required prior Agency approval. Any travel by the TFO(s) that is required outside the State of Wyoming must have prior approval by the DCI Team Leader and Commander.
- H.** The Agency will provide Agent(s) to serve on the Task Force who are POST- certified and experienced in drug enforcement. The Agency will attempt to provide a POST- certified, forty (40) hour DCI Drug Investigation/Enforcement School for the TFO at the Agency's discretion. The Agency may also provide additional training that is relevant to the TFO's assignment to the Enforcement Team. Costs of training that is not specific to the objectives of the Enforcement Team may be the sole responsibility of the Contractor.
- I.** If the Contractor requests forfeiture of assets seized without the participation of DCI Enforcement Team the DCI Director or his designee will determine whether the Contractor will proceed with forfeiture. All forfeiture proceedings must follow DCI policy. The Contractor shall have control of the forfeiture process and the authority to negotiate and settle the case.
- J.** The designated Team Leader of the Enforcement Team will periodically inform his/her supervisors and the head of the Contractor of the TFO's performance and progress. In the event of a commendation or disciplinary action, the Team Leader will notify his or her supervisor and the head of the Contractor.
- K.** Press releases shall be a cooperative effort between the Agency and the Contractor. Each party shall keep the other party informed to the best of its ability, under the circumstances. The Team Leader shall provide the head of the Contractor with the necessary information to issue a press release. The Agency and the Contractor shall coordinate the timing of the press release following an arrest or operation. However, information about investigations that are sensitive in nature will be released to the press only at the discretion of the DCI Director. The press release may include the names and ages of persons involved, type and amount of drugs, seizures, forfeitures, and length of investigation.
- L.** In the event the Contractor's policies or procedures conflict with those of the Agency's, the Agency's current policies and procedures will take precedent while the TFO remains assigned to the Drug Enforcement Team.
- M.** Nothing contained herein alters, extends, or modifies the Peace Officer Liability

coverage provided by the State Self-Insurance Program pursuant to Wyo. Stat. §1-41-103 and related case law.

- N. The Contractor shall follow all applicable federal, state and local guidelines under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program (Assistance Listing #16.738), including but not limited to the following: 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), DOJ Grants Financial Guide, and Fair Labor Standards Act (FLSA).

8. **Special Provisions.**

- A. **Assumption of Risk.** The Contractor shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Contractor's failure to comply with state or federal requirements. The Agency shall notify the Contractor of any state or federal determination of noncompliance.
- B. **Environmental Policy Acts.** Contractor agrees all activities under this Contract will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- C. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Contract may be terminated without penalty if a private entity that receives funds under this Contract:
- (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or subawards under the award.
- D. **Kickbacks.** Contractor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If Contractor breaches or violates this warranty, Agency may, at its discretion, terminate this Contract without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- E. **Limitations on Lobbying Activities.** By signing this Contract, Contractor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Contractor or its subcontractors in connection with

lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

- F. Monitoring Activities.** Agency shall have the right to monitor all activities related to this Contract that are performed by Contractor or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Contract; and to observe personnel in every phase of performance of Contract related work.
- G. Nondiscrimination.** The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.
- H. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract, shall be paid by either party.
- I. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Contractor and related to the services and work to be performed under this Contract, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.
- J. Suspension and Debarment.** By signing this Contract, Contractor certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Contractor agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Contract.
- K. Administration of Federal Funds.** Contractor agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.

- L. Copyright License and Patent Rights.** Contractor acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Contract; and (2) any rights of copyright to which Contractor purchases ownership using funds awarded under this Contract. Contractor must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Contract.
- M. Federal Audit Requirements.** Contractor agrees that if it expends an aggregate amount in excess of the amount set forth in 2 CFR Part 200, Subpart F in federal awards during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Contractor agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Contract, Contractor shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records.
- N. Non-Supplanting Certification.** Contractor hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Contractor should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Contract.
- O. Program Income.** Contractor shall not deposit grant funds in an interest-bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Contract must be used to increase the scope of the program or returned to Agency.
- P. Applicability of Appendix II to 2 CFR Part 200.** This Contract has been funded, in whole or in part, with an Award of Federal funds and is bound by the federal contract provisions required by the Uniform Guidance Appendix II of 2 CFR Part 200 (the Federal Contract Provisions), incorporated herein by this reference. In the event of a conflict between the Special Provisions section of this Contract, or any attachments or exhibits incorporated herein, and the Federal Contract Provisions, the Federal Contract Provisions shall control. Failure to comply with the Federal Contract Provisions shall constitute an event of default under this Contract. If such a default remains uncured five (5) calendar days following the termination of a thirty (30) day prior written notice period, the Agency may terminate this Contract. This remedy will be in addition to any other remedy available to the State of Wyoming and the Agency under this Contract, at law, or in equity.
- Q. Funding Contingency.** The Contractor acknowledges that the Agency's ability to enter into this Contract is specifically contingent upon the Agency's receipt of funding from the Justice Assistance Grant (JAG) as a condition precedent. In the event the Agency does not receive all funding required to pay its obligations under

this Contract, the Agency shall have the right to terminate this Contract immediately with written notice to the Contractor. No penalty of any kind shall accrue to the Agency in the event it terminates this Contract pursuant to this provision; provided, however, that the Agency will pay any amount owing for work performed prior to Contractor's receipt of Agency's notice of termination.

9. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Contract Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract. The Contractor shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract. The Contractor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.
- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

- F. Award of Related Contracts.** The Agency may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Agency in all such cases.
- G. Compliance with Laws.** The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Contract.
- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract shall be kept confidential by the Contractor unless written permission is granted by the Agency for its release. If and when Contractor receives a request for information subject to this Contract, Contractor shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- I. Entirety of Contract.** This Contract, consisting of thirteen (13) pages, and the Federal Contract Provisions, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.
- J. Ethics.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Contractor's profession.
- K. Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein.
- L. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- M. Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

- N. Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Contractor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents or employees as a result of this Contract.
- O. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.
- P. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract. Upon termination of services, for any reason, Contractor agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.
- Q. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).
- R. Insurance Requirements.** Contractor is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, et seq., and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, et seq., and shall provide a letter verifying its participation in the WARM or LGLP to the Agency.
- S. Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

- T. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Contract and the Contractor expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- U. Taxes.** The Contractor shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- V. Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated by the Agency immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.
- W. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- X. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- Y. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- Z. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- AA. Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Contractor of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

AGENCY:

STATE OF WYOMING, OFFICE OF THE ATTORNEY GENERAL,
DIVISION OF CRIMINAL INVESTIGATION

Robert R. Jones, Director

Date

CONTRACTOR:

CODY POLICE DEPARTMENT

Jason Stafford, Chief of Police

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 # 252134

Tyler M. Renner, Supervising Attorney General

11-18-2025
Date

Meeting Date: December 16, 2025 Department: Administrative Services Staff Reference: Cindy Baker

AGENDA ITEM SUMMARY REPORT

Consider appointing the following to the Contractors' Board: David Barton (General Contractor), Todd Evans (HVAC), Jesse Blankenship (Plumbing), Ray Lozier (Electrician) and Jonathan Robbins (Electrician) for a three-year term ending December 31, 2028

PROPOSED ACTION:

Consider appointing the following to the Contractors' Board: (General Contractor), Todd Evans (HVAC), Jesse Blankenship (Plumbing), Ray Lozier (Electrician) and Jonathan Robbins (Electrician) for a three-year term ending December 31, 2028

SUMMARY OF INFORMATION:

The Contractor Board has several positions whose terms expire as of December 31, 2025. Thus, the need to appoint those positions for this board.

FISCAL IMPACT:

ATTACHMENTS:

None

Meeting Date: December 16, 2025 Department: Administrative Services Staff Reference: Cindy Baker

AGENDA ITEM SUMMARY REPORT

Consider appointing Elyse Guarino, Nancy Brown, Kristin Fong and Kathy Thompson to Cody Public Art Committee for a three-year term ending December 31, 2028.

PROPOSED ACTION:

Consider appointing Elyse Guarino, Nancy Brown, Kristin Fong and Kathy Thompson to Cody Public Art Committee for a three-year term ending December 31, 2028.

SUMMARY OF INFORMATION:

Due to the member terms ending December 31, 2025, Cody Public Art Committee is recommending Elyse Guarino, Nancy Brown, Kristin Fong and Kathy Thompson be appointed for the term beginning January 1, 2026 and ending December 31, 2028.

FISCAL IMPACT:

None

ATTACHMENTS:

None

Meeting Date: December 16, 2025
Department: Community Development
Staff Reference: Utana Dye

AGENDA ITEM SUMMARY REPORT

Consideration of the Blue Bird Preliminary Plat

PROPOSED ACTION:

Approve the Preliminary Plat of the Blue Bird Major Subdivision, a 36-lot subdivision, with associated conditions of approval.

SUMMARY OF INFORMATION:



Harris Trucking & Construction Co., has submitted a preliminary plat application for a 37-lot subdivision identified as the Blue Bird Subdivision. The lots range in size from 0.25-acre to .56-acre. The proposed subdivision is located on the east side of Cooper Lane West, at the northeast corner of the intersection of E Avenue and Cooper Lane West.

The property was annexed into the City of Cody in 2018 and was zoned Single Family Residential

(R-1). The preliminary plat and utility drawings are attached.

The Preliminary Plat has been circulated to City departments and utility providers for review.

Note: that the final review of the application will occur with the next phase of review, known as the "Final Plat". The Planning Staff has reviewed the language of the code at this time and believes that this proposal substantially complies with the subdivision standards, subject to addressing the open space and modifications noted later in this report.

PLANNING, ZONING AND ADJUSTMENT BOARD REVIEW:

Please see the attached staff report that was prepared for the Planning, Zoning and Adjustment Board review, as well as the Board's resolution of approval.

The Planning, Zoning and Adjustment Board discussed the open space requirement and

whether Lot 36 (sanitary sewer pump station) and Lot 37 (stormwater detention facility) should count toward the acreage of open space required. This will ultimately be decided by the City Council. More information follows below, in this summary.

ADDITIONAL CONSIDERATION FOR CITY COUNCIL:

Public Use Area (open space) Requirement:

11-5-1:N. Public Use Areas: There shall be conveyed to the city an area or areas of land or the cash equivalent thereof, on the basis of one acre per fifty (50) prospective dwelling units, to provide for parks, fire stations, recreational areas and other public uses. This requirement shall be in addition to lands dedicated for streets and alleys. Prospective commercial development densities shall be determined by developers with approval from the planning and zoning board. Minor subdivisions shall be exempt from this requirement. The dedication of land or cash-in-lieu of land shall be at the sole discretion of the city council, with recommendation from the planning and zoning board and the parks and recreation department. If subsequent rezoning or resubdivision would result in a higher number of prospective dwelling units, additional land or cash equivalent shall be conveyed to the city. If the city council elects to require cash-in-lieu of land, the amount thereof shall be the fair market value of the land. If the city and the subdivider cannot agree on that value, each shall designate an appraiser and the two (2) appraisers so selected shall arrive at a recommended market value, which shall be binding upon the parties. This open space requirement shall be waived if the proposed subdivision is located in an area that has been previously subdivided and the above requirement was satisfied at that time.

For 35 prospective dwelling units, a 0.70-acre public use area is required by City Code. City Council, City Staff (including the parks and recreation department) recommend acceptance of cash-in-lieu of public use area dedication. The developer is in agreement.

Cash in Lieu Determination (Historical Practice)

The City has historically used the County Assessor's value to determine the cash-in-lieu amount. It is at the discretion of the City Council to decide if cash-in-lieu of land, or a combination of cash-in-lieu and land will be requested to fulfill the public use area requirement. Below is information and calculations for consideration:

- **Valuation:** The 2025 Assessor's actual value for this land is \$315,880, equating to **\$17,093.07 per acre.**
- **Total Requirement:** Based on this valuation, the 0.70-acre requirement for this subdivision equates to **\$11,965.15.**

Lot 36 – Proposed Flag Lot Configuration

The current design for Lot 36 is configured as a flag lot, which is prohibited. Staff recommends Lot 37 be absorbed by and combined into Lot 36 on the final plat to resolve this issue and comply with frontage requirements. A 20' access easement along

the western boundary of the newly configured Lot 36 will remain on the plat.

RECOMMENDATION:

The Planning and Zoning Board recommends approval of the preliminary plat for the Blue Bird Subdivision subject to the following conditions of approval:

1. A draft homeowner's association addressing maintenance of the retention pond, shared private alleyways and any associated facilities and future improvements will be required prior to final plat review;
2. Lot 37 will be combined with Lot 36 on the final plat to meet lot design standards;
3. Reflect the "Miscellaneous Items" noted in the Planning, Zoning and Adjustment Board Preliminary Plat staff report in the construction plans to be submitted with the final plat application;
4. Approval of a Water Distribution Plan and detachment of water rights (as applicable) by the State Engineers Office and the irrigation district in compliance with State Statute is required; and
5. The final plat application and construction documents shall otherwise comply with the City subdivision ordinance.

ATTACHMENTS

Preliminary plat and Utility Drawings

Staff Report to the Planning, Zoning and Adjustment Board

Resolution of Recommendation of Approval to City Council PZ 25-07

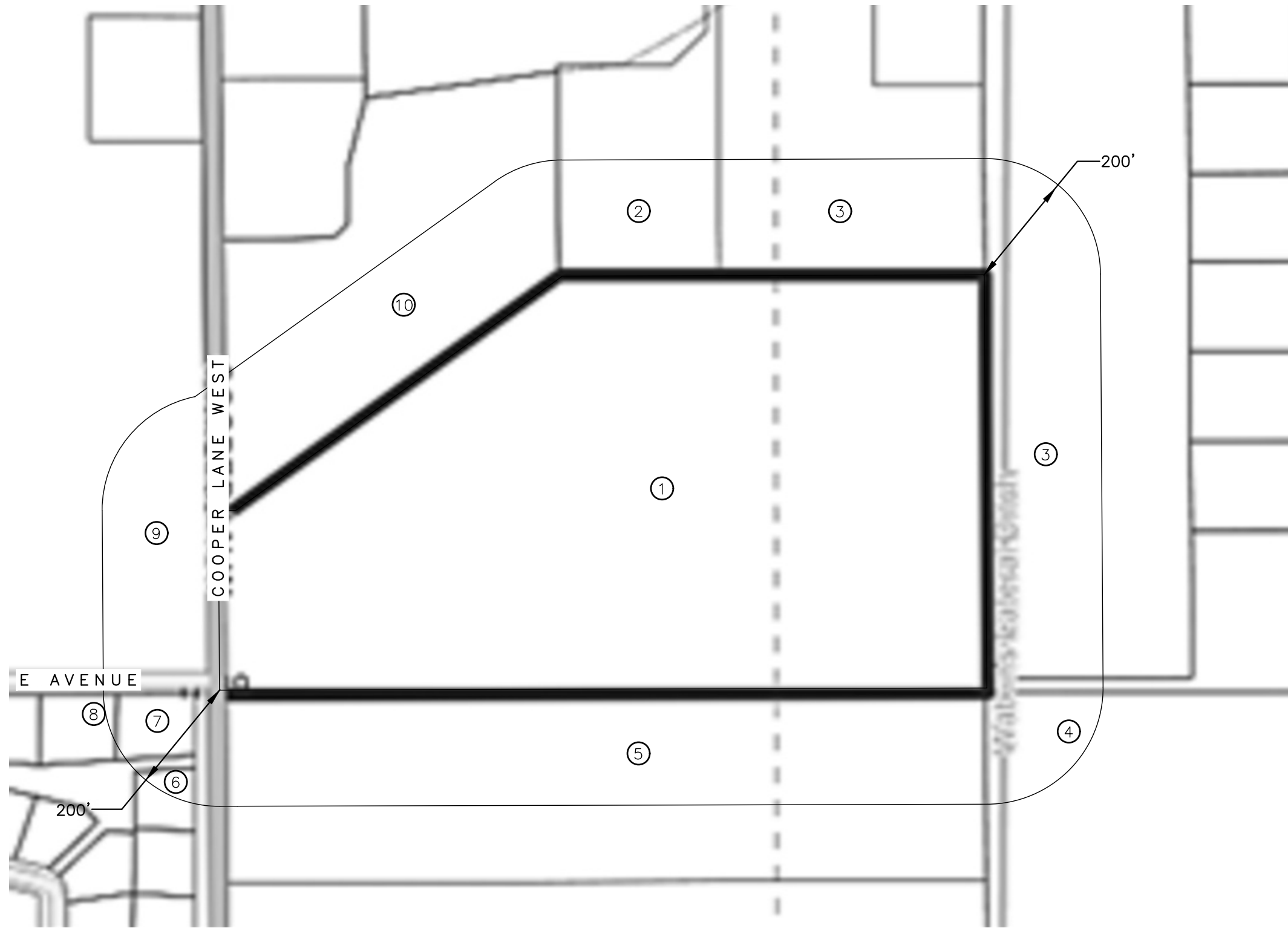
FISCAL IMPACT:

Per discussion between City Council, staff and the developer, there may be a cost-share agreement for the sewer lift station pipe (upsizing for future growth) between the developer and the City. These details will be addressed in the final plat stage.

ATTACHMENTS:

1. Blue Bird Subdivision_Prelim Plat & Utility Map_10-27-25
2. Staff Rpt to PC Prelim Blue Bird Subdivision
3. PZ 25-07 Blue Bird Subdivision Preliminary Plat

RESURVEY T.53N., R.101W.
CITY OF CODY



NOTES

1. BEARINGS ARE BASED ON THE CITY OF CODY COORDINATE SYSTEM, WHICH IS BASED ON THE WYOMING COORDINATE SYSTEM NAD83 WEST CENTRAL ZONE.
2. THE CONTOURS OF THE PROPOSED MINOR SUBDIVISION ARE SHOWN ON THE PLAT WITH MAJOR CONTOURS EVERY 4.00'.
3. TOTAL SUBDIVISION ACREAGE = 18.72 ACRES.
4. SUBJECT PARCEL IS SINGLE FAMILY RESIDENTIAL (R1).
5. PROPOSED WATER DISTRIBUTION PLAN WITH CODY CANAL IRRIGATION DISTRICT.
6. LOT 11 IS TO BE DEDICATED TO THE CITY OF CODY AS OPEN SPACE.
7. LOT 36 IS TO BE DEDICATED TO THE CITY OF CODY FOR A SANITARY SEWER PUMP STATION.
8. LOT 37 IS TO BE DEDICATED TO THE CITY OF CODY FOR STORM WATER DETENTION FACILITIES WITH AN AGREEMENT FOR MAINTENANCE BY THE HOA.

CERTIFICATE OF SURVEYOR

I, NICHOLAS S. HUMMEL, OF ENGINEERING ASSOCIATES, IN CODY, WYOMING, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED USING DOCUMENTS ON FILE IN THE OFFICE OF THE PARK COUNTY CLERK, AND FROM DATA COLLECTED DURING ACTUAL SURVEYS PERFORMED BY OTHERS UNDER MY SUPERVISION IN JANUARY AND MAY OF 2025; AND, THAT TO MY KNOWLEDGE, THIS MAP SHOWS THE SITUATION ON THE GROUND AT THE TIME OF ITS PREPARATION.



CERTIFICATE OF OWNER

STATE OF WYOMING } SS.
COUNTY OF PARK }

KNOW ALL MEN BY THESE PRESENTS THAT I/WE, THE UNDERSIGNED, HEREBY CERTIFY HARRIS TRUCKING AND CONSTRUCTION COMPANY, DATED JANUARY 29, 2024 AND PROPRIETORS OF SAID PARCEL DESCRIBED IN WARRANTY DEED DOCUMENT #2024-306 ACCORDING TO THE RECORDS OF THE COUNTY CLERK AND RECORDER OF PARK COUNTY, STATE OF WYOMING;

THAT WE HAVE CAUSED SAID PROPERTY TO BE SURVEYED AND PLATTED AS SHOWN HEREON AS THE BLUE BIRD SUBDIVISION LOCATED WITHIN THE CITY OF CODY; THAT THE SUBDIVISION AS APPEARS ON THIS PLAT IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS; THAT WE HEREBY DEDICATE THE ROBERTSON STREET RIGHT-OF-WAY TO THE CITY OF CODY AND THE EASEMENTS LABELED HEREON TO THE USES SO NOTED; THAT SAID LANDS ARE SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY AND MINERAL RIGHTS OR RESERVATIONS ON RECORD.

ROGER KOONTZ
HARRIS TRUCKING AND
CONSTRUCTION COMPANY

STATE OF WYOMING } SS.
COUNTY OF PARK }

THE FOREGOING CERTIFICATE OF OWNER WAS ACKNOWLEDGED BEFORE ME BY

ROGER KOONTZ OF HARRIS TRUCKING AND CONSTRUCTION COMPANY

THIS _____ DAY OF _____, 2025, WITNESS MY HAND AND OFFICIAL SEAL.

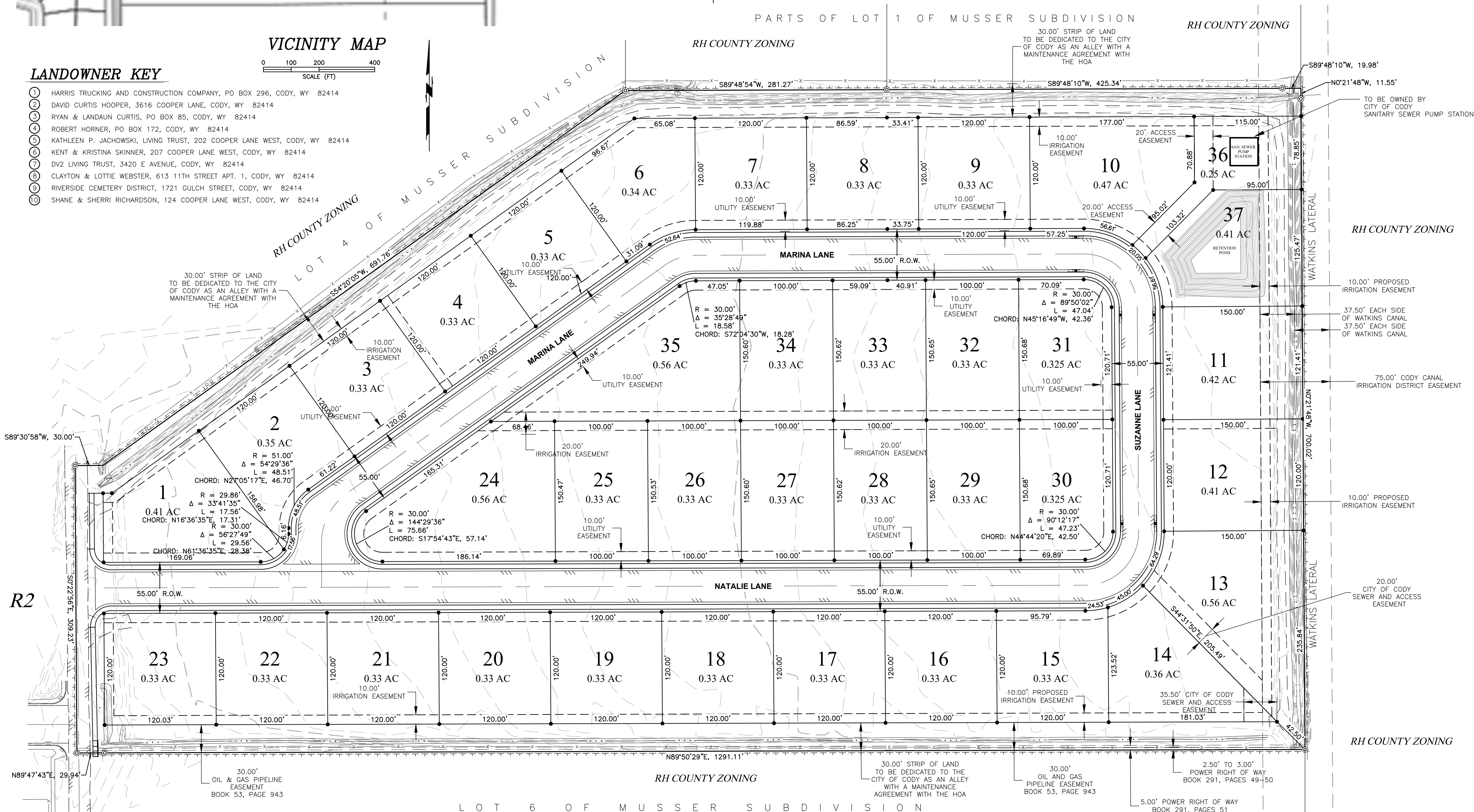
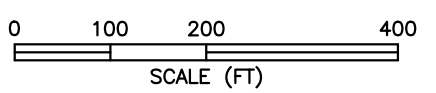
MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

LANDOWNER KEY

1. HARRIS TRUCKING AND CONSTRUCTION COMPANY, PO BOX 296, CODY, WY 82414
2. DAVID CURTIS HOOPER, 3616 COOPER LANE, CODY, WY 82414
3. RYAN & LANDAUN CURTIS, PO BOX 85, CODY, WY 82414
4. ROBERT HORNER, PO BOX 172, CODY, WY 82414
5. KATHLEEN P. JACHOWSKI, LIVING TRUST, 202 COOPER LANE WEST, CODY, WY 82414
6. KENT & KRISTINA SKINNER, 207 COOPER LANE WEST, CODY, WY 82414
7. DV2 LIVING TRUST, 3420 E AVENUE, CODY, WY 82414
8. CLAYTON & LOTTIE WEBSTER, 613 11TH STREET APT. 1, CODY, WY 82414
9. RIVERSIDE CEMETERY DISTRICT, 1721 GULCH STREET, CODY, WY 82414
10. SHANE & SHERRI RICHARDSON, 124 COOPER LANE WEST, CODY, WY 82414

VICINITY MAP



CLERK AND RECORDER ACCEPTANCE

THIS PLAT WAS ACCEPTED IN THE OFFICE OF THE CLERK AND RECORDER, PARK COUNTY, WYOMING, AT _____ O'CLOCK ____ M. ON THIS _____ DAY OF _____, 2025, FILED FOR RECORDING IN BOOK OR PLAT CABINET _____ AT PAGE _____ AND RECORDED AS COMPUTER RECORD DOCUMENT NUMBER _____

PARK COUNTY CLERK

BY: _____, DEPUTY.

CITY PLANNING AND ZONING BOARD

APPROVED AS OF _____ DAY OF _____, 2025 BY THE CITY PLANNING AND ZONING BOARD OF CODY, WYOMING.

CHAIRMAN

CITY COUNCIL APPROVAL

APPROVED AS OF _____ DAY OF _____, 2025 BY THE CITY COUNCIL OF CODY, WYOMING.

MAYOR - LEE ANN REITER

ATTEST: GINDY BAKER
ADMINISTRATIVE SERVICES OFFICER

PRELIMINARY PLAT OF
BLUE BIRD SUBDIVISION

LOCATED WITHIN
LOT 5
MUSSER SUBDIVISION
SW1/4NE1/4 TRACT 39 (ORIGINAL SEC. 27)
RESURVEY T.53N., R.101W., 6TH P.M.,
CITY OF CODY, PARK COUNTY, WYOMING

PREPARED FOR: HARRIS TRUCKING AND CONSTRUCTION COMPANY
PO BOX 296
CODY, WY 82414

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



JOB NO. 24016.00
10/27/2025

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

GENERAL NOTES:

1. IF SUPPORT OR SHIELD SYSTEM IS NOT USED, MAXIMUM ALLOWABLE SLOPE FOR ALL TRENCHES LESS THAN 20' DEEP WILL BE 1-1/2H:1V. COMPLY WITH ALL APPLICABLE SAFETY REQUIREMENTS.
2. COMMON TRENCH INCLUDES TELECOMMUNICATIONS AND GAS LINES.
TYPE "A" TRENCH BACKFILL IS REQUIRED UNDER PROPOSED STREETS.

(BLACK HILLS ENERGY - NATURAL GAS)

1. TRENCH DEPTH FOR ALL GAS MAINLINES WILL BE BETWEEN 30" AND 36".
2. CLEARANCES ARE 3' HORIZONTALLY FROM ALL UNDERGROUND UTILITIES. A CROSSING OF OTHER UTILITIES OR BURIED STRUCTURES REQUIRES 1' SEPARATION, WHILE MAINTAINING MINIMUM DEPTH. ALL DITCH CROSSINGS WILL BE A MINIMUM OF 3' BELOW BOTTOM OF DITCH. NO GAS MAIN WILL BE PLACED UNDER A HOUSE, SHED, OR OTHER ENCLOSED STRUCTURE.
3. GAS LINE SHADING (FILL DIRECTLY TOUCHING GAS LINE) WILL BE DONE WITH NATIVE FILL, 1/2" MINUS BEDDING OR SAND THAT HAS NO ROCKS OR STONES LARGER THAN 1" (BY HAND) TO COVER PIPE FOR A DEPTH OF 6" AND 12". AT WHICH POINT THE WARNING TAPE MAY BE INSTALLED OVER THE GAS LINE.
4. GAS MAINS ARE 2" HDPE.

(CITY OF CODY TREATED WATER)

1. PROPOSED MAIN TO BE 8" DIA. AWWA C-900 PVC CLASS 235 TO BE BURIED A MINIMUM OF 6 FEET AND TO CITY OF CODY STANDARDS. SEE DETAIL SHEETS WITH P&P SHEETS FOR MORE DETAILS.

(CITY OF CODY SANITARY SEWER)

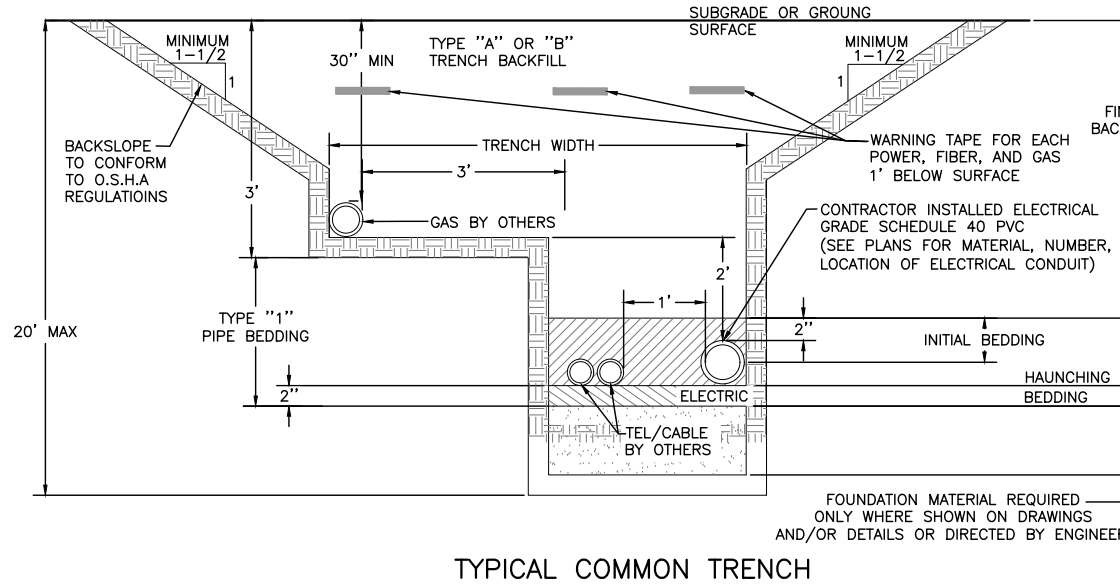
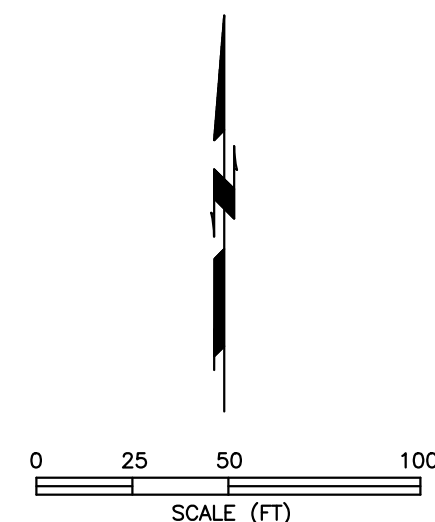
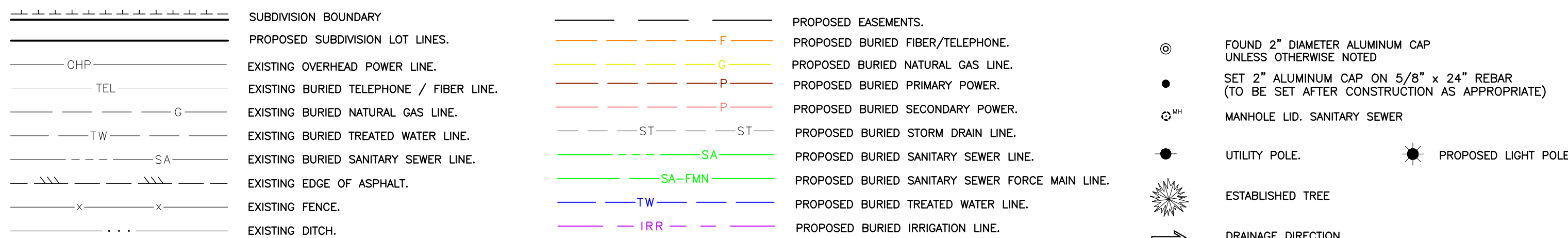
1. 8" PVC SDR 35 PIPE BURIED ESTIMATED 5'-7' DEEP AND BEDDED TO CITY OF CODY STANDARDS.

(CODY CANAL - IRRIGATION WATER)

1. 6" AWWA C-900 PVC 165 PSI BURIED 3' MINIMUM AND BEDDED TO CITY OF CODY STANDARDS

(CITY OF CODY POWER)

1. ALL PRIMARY AND SECONDARY POWER SHALL BE 3" RIGID PVC / CONDUIT.



LOCATED WITHIN
LOT 5 MUSSER SUBDIVISION
SW1/4NE1/4 TRACT 39 (ORIGINAL SEC. 27)
RESURVEY T.53N., R.101W., 6TH P.M.,
CITY OF CODY, PARK COUNTY, WYOMING

PREPARED FOR: HARRIS TRUCKING AND CONSTRUCTION COMPANY
PO BOX 296
CODY, WY 82414

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

CITY OF CODY PLANNING, ZONING AND ADJUSTMENT BOARD STAFF REPORT			
MEETING DATE:	NOVEMBER 6, 2025	TYPE OF ACTION NEEDED	
AGENDA ITEM:		P&Z BOARD APPROVAL:	
SUBJECT:	PRELIMINARY PLAT OF BLUE BIRD SUBDIVISION— A 37-LOT SUBDIVISION. SUB 2025-01	RECOMMENDATION TO COUNCIL:	X
PREPARED BY:	JENNY CRAMER, CITY PLANNER	DISCUSSION ONLY:	

PROJECT OVERVIEW

Harris Trucking & Construction Co., has submitted a preliminary plat application for a 37-lot subdivision identified as the Blue Bird Subdivision. The lots range in size from 0.25-acre to .56-acre. The proposed subdivision is located on the east side of Cooper Lane West, at the northeast corner of the intersection of E Avenue and Cooper Lane West. The property was annexed into the City of Cody in 2018 and was zoned Single Family Residential (R-1). The preliminary plat and utility drawings are attached.



SUBDIVISION REGULATIONS

The subdivision ordinance Design Standards are as follows. Staff comments follow each standard.

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

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

Comment: The proposed street will connect to Cooper Lane West at a 90-degree angle. The proposed alley and easements will align horizontally and vertically with the existing easements. Grades will be verified in the construction plans submitted with the final plat.

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

Comment: The streets as proposed, conform to the city master street plan in size and approximate alignment.

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

Comment: There are no unnecessary street jogs. Standard has been met.

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

Comment: The street design adequately considers the topography of the site. Standard has been met.

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

Comment: The intersection of Cooper Lane West and Natalie Lane, as well as Marina Lane and Natalie Lane have been designed at right angles. Standard has been met.

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

Comment: Local streets will be designed to discourage through traffic. This standard has been met as the interior streets only connect to Cooper Lane West, effectively deterring through traffic.

G. Cul-De-Sacs: Cul-de-sacs shall be permitted, providing they are no longer than five hundred feet (500'), including the area at the end of said cul-de-sac; and further providing, that the property line to property line diameter of the cul-de-sac be at least one hundred feet (100'). Design specifications for curb, gutter, sidewalk and distance from property line to sidewalk shall be in accordance with the typical section of a "residential street", as defined by the master street plan. Surface drainage shall be towards the intersecting streets whenever possible, but may be out of the cul-de-sac through a drainage easement as a last alternative.

Comment: There are no cul-de-sacs proposed for this subdivision. Not Applicable.

H. Dead End Streets, Alleys: Dead end streets and alleys (with the exception of cul-de-sacs) shall be prohibited, unless they are designed to connect with future streets or alleys on adjacent lands that have not been platted. If a dead-end street or alley is allowed, for the above reasons, a temporary turnaround shall be constructed for public use until the street or alley is extended.

Comment: The proposed alley on the south side of the subdivision will terminate in a dead end. This is due to the Irrigation District's hesitancy to allow an alleyway on the east side of the subdivision (west side of the lateral) over their easement. To resolve this, a 35.5-foot access (and sewer easement) connecting to a 20' easement has been included between Lot 13 and Lot 14 at the alley's terminus, which will provide through access from the end of the alley to Suzanne and Natalie Lane.

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

Comment: No half streets are proposed in the subdivision. Not applicable.

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

Comment: There are no reverse curves within the subdivision. Not Applicable.

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

	<i>Minimum Right Of Way Width</i>	<i>Minimum Grade</i>	<i>Maximum Grade</i>
<i>Residential street</i>	<i>60 feet</i>	<i>0.3 percent</i>	<i>7.0 percent</i>

Comment: The applicant proposes a 55-foot street right-of-way, exceeding the 50-foot width noted in the subdivision master plan. Additionally, a 10-foot dedicated utility easement on both sides of the street will create a combined right-of-way and easement totaling 70 feet.

Grade requirements will also be met.

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

Comment: Anticipated to be met. It will be verified in the construction plans with the final plat.

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

Comment: Standard has been met.

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

Comment: Anticipated to be met. It will be verified in the construction plans with the final plat.

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

Comment: Anticipated to be met. It will be verified in the construction plans with the final plat.

P. Alleys: Alleys shall be required in all subdivisions with the minimum width being twenty feet (20'), unless extreme conditions preclude the feasibility of alleys... Alleys

shall be constructed with a minimum of six inches (6") of crushed aggregate base course for the finished surface. The specification for the gradation of the crushed aggregate base course may be obtained from the city engineer.

Comment: The proposed alleys are 30-feet in width, and will be constructed to meet this standard.

Q. Curb, Gutter, Sidewalk, Paved Streets: Curb, gutter, sidewalk and paved streets shall be required in all proposed subdivisions unless waived in accordance with criteria set out in subsection 11-5-2B...The developer shall be responsible for demonstrating to the city that the grades and location of the proposed improvements shall be compatible with all future development in the area.

Comment: Curb, gutter, sidewalks and paved streets are proposed with the development and will be constructed to meet this standard.

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

Comment: A street cross section has been provided with the utility plans. Standard has been met.

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

Comment: The storm water plan will be submitted and reviewed by the Public Works Department with the final plat. The use of valley gutters will be discouraged.

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

Comment: A formal drainage plan will be required by the Public Works Department for review with final plat. Standard will be met.

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

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

Comment: All lots currently satisfy the minimum lot size requirements (7,000 sq ft for R-1) and average width (50'). The lots also meet the minimum frontage requirement (45 ft for R-1).

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

Comment: Standard has been met.

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

Comment: Standard has been met.

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

Comment: No strip lots are proposed as part of the subdivision. Standard is met.

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

Comment: No blocks are proposed as part of the subdivision.

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

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

Comment: Standard has been met.

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

Comment: Standard will be met.

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

Comment: Natalie Lane, Suzanne Lane and Marina Lane have been approved by the street naming committee. Street name signs will be required at all intersections.

F. Sanitary Sewer: Sanitary sewer shall be constructed according to city approved specifications and city construction standards, and shall connect to the city system. It shall also be approved by all appropriate state and/or federal agencies. Each lot within the proposed subdivision shall be connected to a minimum eight-inch (8") diameter sewer main by a minimum four-inch (4") diameter sewer service line. The service lines

shall be extended from the sewer main to the property line according to city standards. The use of individual septic systems will not be permitted when a sanitary sewer main is available. If, in the city's opinion, a larger sewer main is necessary to allow for future development of adjacent areas, an agreement may be entered into between the developer and the city whereby the city may help finance the oversized main. It will be the developer's responsibility to ensure that the piping system for the proposed subdivision is connected to the city system.

Comment: Lots 1-35 will be connected to sanitary sewer service. Lot 36 is designated for the sanitary sewer pump station and Lot 37 is reserved for a retention pond.

Consequently, these two lots will not have individual sewer service connections. Service lines will be installed to meet the required standards.

Note: The sanitary sewer lift station will be maintained by the City of Cody.

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

Comment: There is no existing storm water infrastructure at this location. Storm water will be directed to the retention pond in accordance with city approved specifications. Standard will be met.

Note: The City will own and maintain the storm inlets and pipe within the right-of-way (ROW) and easements. However, the HOA will be responsible for the storm water retention pond maintenance.

H. Water Mains: All water mains will be designed and constructed according to city approved specifications and the city standards. The system will connect each lot within the proposed subdivision to a minimum six-inch (6") diameter main by the use of a minimum three-fourths inch (3/4") copper service line. The service lines shall be extended from the main to the property line according to city standards. These mains will be connected to the city system. All water mains will be designed in accordance with the city plan, state and federal regulations, and designed to provide adequate flow and pressure under all conditions, including major fire conditions...

Comment: Each lot in the proposed subdivision, with the exception of Lot 37 (designated as the retention pond), will be connected to city water mains in accordance with this standard.

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

Comment: Standard has been met.

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

Comment: The open irrigation ditch along the north boundary of the subdivision is going to be buried and piped. The open irrigation ditch along the south side of the

subdivision will be eliminated. The Watkins Lateral runs along the east side of the property and cannot be buried. Standard will be met.

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

Comment: For the current proposal of 35 prospective dwelling units, a 0.70-acre public use area is required. The preliminary plat indicates that Lot 11 (.33-acre) will be dedicated as open space, Lot 36 for a sanitary sewer pump station, and Lot 37 for stormwater detention facilities. These three lots collectively total 0.85-acre.

Staff Recommendation: Historically, lots designated for stormwater and sewer facilities have not been counted towards fulfilling this requirement. However, Lot 11 is exclusively open space, and it could be argued that all three lots serve public uses and contribute to open space. Lot 36 and Lot 11 will be dedicated and conveyed to the City and the City will maintain them. While the City will also take ownership of Lot 37 (retention pond), this lot will be maintained by the subdivision HOA. This recommendation is contingent on the subdivision's Homeowners Association (HOA) accepting full responsibility for the maintenance of Lot 37, including any associated facilities and future improvements.

OTHER:

Irrigation: The applicant intends to distribute water rights within the subdivision. The State Engineer must review this proposal, and some water rights may need to be detached. As per W.S. § 15-1-415 (e), a water distribution plan must be approved and water rights detached (if necessary) before the City Council can grant final plat approval. Cody Canal has confirmed they are working with the applicant to establish an approved water distribution plan.

Electrical: The electrical division has provided comment and revision to the utility plan. Final plans will be required for approval by the electrical division prior to final plat approval by the City Council.

Mailboxes:

The post office has provided comment regarding placement of the mailbox banks. Final locations must be determined with the Post Office and City before final plat.

Miscellaneous:

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

- a. Provide a minimum of 6-feet of separation between the gravity sewer main and the force main.
- b. The tee at the intersection of Natalie Lane and Cooper Lane West will need to be plugged north of the intersection.
- c. Make revision to the utility plans as required by the City Electrical Department.
- d. Show the mail box location(s) on the construction plans submitted with the final plat application. The final location must be authorized by both the Post Office and City.

VARIANCES:

No variances are necessary.

POTENTIAL MOTION:

Staff recommends approval of the preliminary plat for the proposed subdivision, subject to the listed conditions:

1. A draft maintenance agreement and/or homeowner's association will be required prior to final plat review.
2. The HOA will address maintenance of Lot 37, for the retention pond, including any associated facilities and future improvements.
3. Draft conveyances of Lots 11, 36 and 37 to the City of Cody will be required prior to final plat review.
4. Reflect the "Miscellaneous Items" noted in the staff report in the construction plans to be submitted with the final plat application.
5. Approval of a Water Distribution Plan and detachment of water rights (as applicable), by the State Engineers Office and the irrigation district in compliance with State Statute is required.
6. The final plat application and construction documents shall otherwise comply with the City subdivision ordinance.

ATTACHMENTS:

Preliminary Plat and Utility Plan

**RESOLUTION PZ 25-07
CITY OF CODY
PLANNING, ZONING AND ADJUSTMENT BOARD**

**TITLE: RECOMMENDATION TO APPROVE BLUE BIRD SUBDIVISION
PRELIMINARY PLAT**

WHEREAS, Harris Trucking & Construction Co., proposes to create a 37-lot major subdivision from an existing 18.72-acre parcel, legally described as Lot 5, Musser Subdivision;

WHEREAS, the property was annexed into the City of Cody in 2018 and zoned Single Family Residential (R-1);

WHEREAS, the Preliminary Plat and supporting documents are in substantial compliance with Title 11 of the City of Cody Code pertaining to Preliminary Plats;

WHEREAS, the Planning, Zoning and Adjustment Board held a regular meeting on November 6, 2025 to consider the preliminary plat and made findings as follows:

1. A preliminary plat application, together with the required supplemental materials was submitted to the Community Development Department on May 13, 2025;
2. The preliminary plat has been reviewed by the community development department, utility providers and the public works department;
3. The preliminary plat has been prepared in accordance with Section 11-3-2E. of the City of Cody Code;
4. The preliminary plat contains the required information set out in Section 11-3-2F. of the City of Cody Code;
5. The proposed street will connect to Cooper Lane West at a 90-degree angle. The proposed alley and easements will align horizontally and vertically with the existing easements. Grades will be verified in the construction plans submitted with the final plat;
6. The streets as proposed, conform to the city master street plan in size and approximate alignment;
7. There are no unnecessary street jogs proposed on the preliminary plat;
8. The interior streets only connect to Cooper Lane West, effectively deterring through traffic;
9. No cul-de-sacs are proposed;
10. The proposed alley on the south side of the subdivision will terminate in a dead end. This is due to the Irrigation District's hesitancy to allow an alleyway on the east side of the subdivision (west side of the lateral) over their easement. To resolve this, a 35.5-foot access (and sewer easement) connecting to a 20' easement has been included between Lot 13 and Lot 14 at the alley's terminus, which will provide through access from the end of the alley to Suzanne and Natalie Lane;
11. No half streets or reverse curves are proposed;

12. The applicant proposes a 55-foot street right-of-way, exceeding the 50-foot width noted in the subdivision master plan. Additionally, a 10-foot dedicated utility easement on both sides of the street will create a combined right-of-way and easement totaling 70 feet;
13. The proposed alleys are 30 feet in width;
14. Curb, gutter, sidewalks and paved streets are proposed with the development;
15. A storm water drainage plan will be submitted and reviewed by the Public Works Department with the final plat;
16. All lots currently satisfy the minimum lot size requirements (7,000 sq ft for R-1) and average width (50');
17. Lots 1-35 will be connected to sanitary sewer service. Lot 36 is designated for the sanitary sewer pump station and Lot 37 is reserved for a retention pond. Consequently, these two lots will not have individual sewer service connections. Service lines will be installed to meet the required standards;
18. The sanitary sewer lift station will be maintained by the City of Cody;
19. There is no existing storm water infrastructure at this location. Storm water will be directed to the retention pond in accordance with city approved specifications;
20. The City will own and maintain the storm inlets and pipe within the right-of-way (ROW) and easements. However, the HOA will be responsible for the storm water retention pond maintenance;
21. Each lot in the proposed subdivision, with the exception of Lot 37 (designated as the retention pond), will be connected to city water mains;
22. The open irrigation ditch along the north boundary of the subdivision is going to be buried and piped. The open irrigation ditch along the south side of the subdivision will be eliminated. The Watkins Lateral runs along the east side of the property and cannot be buried;
23. For the current proposal of 35 prospective dwelling units, a 0.70-acre public use area is required. The preliminary plat indicates that Lot 11 (.33-acre) will be dedicated as open space, Lot 36 for a sanitary sewer pump station, and Lot 37 for stormwater detention facilities. These three lots collectively total 0.85-acre;
24. The Board discussed whether Lots 37 and 36 should be included and count towards the acreage required for open space as well as maintenance responsibility of the open space. The City Council will need to make the final determination.
25. Irrigation water rights will be distributed within the subdivision;
26. The State Engineer must review this proposal, and some water rights may need to be detached. As per W.S. § 15-1-415 (e), a water distribution plan must be approved and water rights detached (if necessary) before the City Council can grant final plat approval; and
27. The post office has provided comment regarding placement of the mailbox banks. Final locations must be determined with the Post Office and City before final plat;

WHEREAS, the Planning, Zoning and Adjustment Board concludes the proposed subdivision is generally consistent with the City Master Plan and with the standards and procedures of the City of Cody Code;

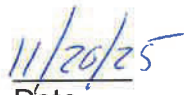
NOW, THEREFORE BE IT RESOLVED based on the foregoing, the Planning, Zoning and Adjustment Board hereby recommends approval of the preliminary plat for Blue Bird Subdivision, subject to the following conditions:

1. 1. A draft maintenance agreement and/or homeowner's association will be required prior to final plat review;
2. The HOA will address maintenance of Lot 37, for the retention pond, including any associated facilities and future improvements;
3. Draft conveyances of Lots 11, 36 and 37 to the City of Cody will be required prior to final plat review;
4. Reflect the "Miscellaneous Items" noted in the staff report in the construction plans to be submitted with the final plat application;
5. Approval of a Water Distribution Plan and detachment of water rights (as applicable), by the State Engineers Office and the irrigation district in compliance with State Statute is required; and
6. The final plat application and construction documents shall otherwise comply with the City subdivision ordinance.

By the Planning, Zoning and Adjustment Board on the 6th day of November, 2025.

**PLANNING, ZONING AND ADJUSTMENT BOARD
CITY OF CODY, WYOMING**


C. Daniel Schein, Jr., Chairman


Date

ATTEST:


Cindy Baker, City Clerk



Meeting Date: December 16, 2025 Department: Community Development Staff Reference: Utana Dye

AGENDA ITEM SUMMARY REPORT

Ordinance No. 2025-36 - First Reading

An Ordinance amending Title 11, Chapter 3, Section 3, Subsection A, Paragraph 1: Final Plat, Approval and Recording.

PROPOSED ACTION:

Approve, deny, or amend Ordinance 2025-36, Section 11-3-3 of the Cody City Code – Subdivision Final Plat Approval and Recording.

SUMMARY OF INFORMATION:

The proposed ordinance seeks to rectify a single word within the subdivision final plat regulations. The current regulation stipulates that the final plat must be filed not less than one hundred (100) days after the date of approval by the council. However, the intended meaning was to require filing not more than one hundred (100) days after the council's approval date. The difference of this one word significantly impacts the timeframe for plat submission. Therefore, staff recommends amending the regulation by replacing the word "less" with the word "more."

A.7 After the final plat is approved by the council, it shall be recorded in the office of the county clerk not ~~less~~ more than one hundred (100) days after the date of approval by the council, or the approval shall be considered null and void, unless written application for an extension of time shall be made during a regularly scheduled council meeting. (Ord. 89-12).

The City Council will consider approving, denying, or amending Ordinance 2025-36. If passed, it will become effective upon final passage and publication.

FISCAL IMPACT:

No direct impacts on the city budget are anticipated.

ATTACHMENTS:

1. ORDINANCE NO 2025- Final Plat approval and recording

ORDINANCE NO. 2025 -36

AN ORDINANCE AMENDING TITLE 11, CHAPTER 3, SECTION 3, SUBSECTION A, PARAGRAPH 1: FINAL PLAT: APPROVAL AND RECORDING

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CODY, PARK COUNTY, WYOMING:

Title 11 Chapter 3, Section 3, Subsection A.7 of the City of Cody Code, shall be amended as follows:

11-3-3: Final Plat:

A.7 After the final plat is approved by the council, it shall be recorded in the office of the county clerk not more than one hundred (100) days after the date of approval by the council, or the approval shall be considered null and void, unless written application for an extension of time shall be made during a regularly scheduled council meeting. (Ord. 89-12).

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

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

ATTEST:

LEE ANN REITER, Mayor

Cynthia D. Baker
Administrative Services Director

Meeting Date: December 16, 2025
Department: Community Development
Staff Reference: Utana Dye

AGENDA ITEM SUMMARY REPORT

Ordinance No. 2025-37 - First Reading

An Ordinance to rezone Lot 4 of Block 2, Cody Heights Subdivision (1520 23rd Street) to Medium-High Density Residential (R-3)

PROPOSED ACTION:

Consider Ordinance 2025-37, to rezone Lot 4 of Block 2, Cody Heights Subdivision (1520 23rd Street) to Medium-High Density Residential (R-3)

SUMMARY OF INFORMATION:

Consider Ordinance 2025-37, to rezone Lot 4 of Block 2, Cody Heights Subdivision (1520 23rd Street), from Medium-Low Density Residential (R-2) to Medium-High Density Residential (R-3).

At their November 18, 2025, meeting, the Planning, Zoning and Adjustment Board held a public hearing to consider a request from Flip, LLC to rezone the subject property from Medium-Low Density (R-2) to Medium-High Density (R-3). A motion to recommend approval of the zone change resulted in a vote (4-1) vote. The motion passed.



The Board considered the staff report and comments at the public hearing. One adjacent property owner spoke at the public hearing and, after discussion with the applicant and having received more information, he has no objection to the zone change. Of the twelve 12-notifications sent out for neighbor comments (representing a total of fifteen (15) properties), Four (4) written comments were received. Two (2) were opposed to the rezone and three (3) were not opposed to the zone change.

The two (2) comments in objection to the rezone represent protest of 13.33% of the area of lots immediately adjacent within one hundred forty feet.

One additional comment was received from a nearby property owner (just outside the public neighbor notification area) in objection as well.

The staff report to the Planning, Zoning and Adjustment Board is attached for reference and should be reviewed, as the points made therein are relevant. Public comments received by the Planning and Zoning Board are also attached. The video from the November 18, 2025, Planning, Zoning and Adjustment Board meetings is available on

the city website under [Government>Meeting Videos](#).

FINANCIAL IMPACT

No direct impact to the City Budget is expected.

RECOMMENDATION

The Planning, Zoning and Adjustment Board recommends approval of the rezone to Medium-High Density Residential (R-3), to the City Council.

FISCAL IMPACT:

N/A

ATTACHMENTS:

1. Ordinance 2025-37 Flip, LLC Rezone
2. Staff Report PZ Flip LLC Rezone
3. Edgar_No objection
4. Hill Ent_No Objection
5. McMillan Objection
6. Odasz No Objection
7. Wade_Objection
8. 20251118 Tamblyn Comment Against

ORDINANCE 2025-37

**AN ORDINANCE REZONING LOT 4, BLOCK 2 OF CODY HEIGHTS
SUBDIVISION, A 10,983.75-SQ-FT PARCEL LOCATED AT 1520 23rd STREET
TO MEDIUM-HIGH DENSITY RESIDENTIAL (R-3).**

WHEREAS, the City of Cody received a rezone application from FLIP, LLC to rezone Lot 4, Block 2 of Cody Heights Subdivision within the City of Cody from Medium-Low Density Residential (R-2) to Medium-High Density Residential (R-3);

WHEREAS, the Planning and Zoning Board held a properly advertised public hearing on November 18, 2025;

WHEREAS, the governing body of the City of Cody has reviewed the application, staff report, and public comments and finds that it is in the best interest of the public to rezone Lot 4, Block 2 of Cody Heights Subdivision to Medium-High Density Residential (R-3);

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF
THE CITY OF CODY, WYOMING:

Section 1: That the following described property shall be and the same is hereby rezoned to Medium-High Density Residential (R-3), as set forth in City of Cody Code Title 10.

Lot 4, Block 2 of Cody Heights Subdivision, according to the plat recorded in Book “E” of Plats, Page 20, in the records of Park County, Wyoming.

Section 2: That the official zoning map of the City of Cody is amended to show the foregoing zone change.

Effective Date. This Ordinance shall become effective after final passage and publication in the Cody Enterprise.

PASSED ON FIRST READING: _____

PASSED ON SECOND READING: _____

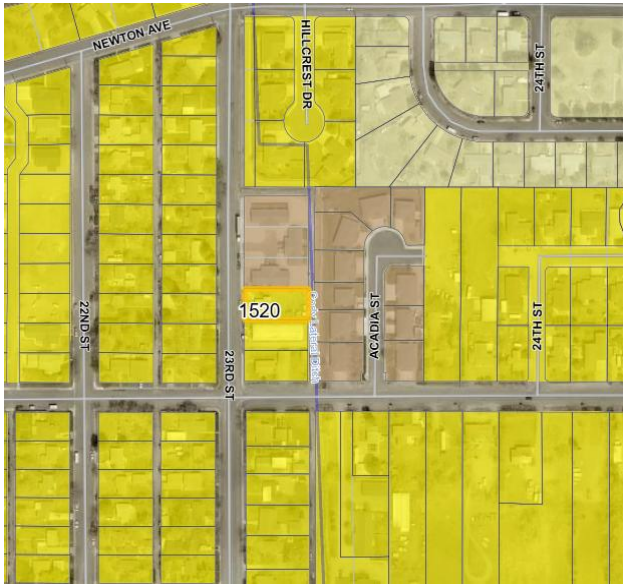
PASSED, ADOPTED AND APPROVED
ON THIRD AND FINAL READING: _____

Lee Ann Reiter, Mayor

ATTEST:

Cynthia Baker, Administrative Services Officer

PROJECT DESCRIPTION:



Flip, LLC, represented by Chase Whitlock, has applied to rezone a property located at 1520 23rd Street.

The application seeks to change the zoning of Lot 4 of Block 2, Cody Heights Subdivision, from Medium-Low Density Residential (R-2) to Medium-High Density Residential (R-3). This change for the 10,983.75 sq-ft lot is intended to provide greater flexibility for future development.

The current R-2 zoning for this parcel has been in place since 2017.

Proximity to Like Zoning:

Please see the map above. The property is shown in a gold outline. R-3 zoning is adjacent to the north and east of this property.

Zoning and Use of Adjacent Properties:

<i>DIRECTION</i>	<i>EXISTING USE</i>	<i>ZONING</i>
North	Duplexes (3)	Medium-High Density Residential (R-3)
East	Single Family Residential and Duplex	Medium-High Density Residential (R-3)
South	Single Family Residential with Shop	Medium-Low Density Residential (R-2)
West	Single Family Residential	Medium-Low Density Residential (R-2)

Existing Zoning vs. Proposed

The table below provides a summary of the differences in zoning between the existing R-2 Zoning and the proposed R-3 Zoning. For a full comparison see Title 10 of the City of Cody Code.

	R-2 Zoning Standards	R-3 Zoning Standards
Minimum Net Lot Area	5,500 sq. ft. for a single-family dwelling; 10,000 sq. ft. for a two-family dwelling (duplex)	3,200 sq.ft. for detached, semi-detached and attached single family dwellings. 4,000 sq.ft. developable acreage per dwelling for multi-unit dwellings, including those in condominium ownership.

Minimum Lot Width	50'	22' for interior lot, 40' corner lot
Maximum lot depth to width ratio	3:5:1	N/A
Minimum frontage on street/access easement	45' (30' on cul-de-sac)	20' for up to 5 dwelling units: 30' for >5 dwelling units
Maximum building height	35' above grade	2 stories and 30' above finished grade
Minimum size of dwelling in gross floor area, excluding garage	864 sq. ft.	600 sq. ft.
Maximum building coverage	50%	65%
Front Yard setback	20'; and 25' from any arterial or major collector	15'; and 25' from any arterial or major collector
Side Yard setback from neighboring lot	5'	5'
Rear Yard setback	15'	10'
Accessory Dwellings	Accessory Use	Accessory Use
Long-Term Rental	Permitted	Permitted
Short Term Rental	Permitted if property is owner-occupied when rented.	Permitted (property does not need to be owner occupied)
Mobile Homes	Not permitted	Not Permitted
Manufactured Homes (new multi-wide, must meet residential architectural standards)	Not permitted	Permitted
Site Built or Modular Homes	Permitted	Permitted
Two Family Dwelling (aka Duplex)	Permitted	Permitted
Multi-family (Triplexes, 4-plexes)	Not Permitted	Permitted
Multi-family dwelling, with 5 or more dwelling units per building	Not Permitted	Not Permitted

PROCEDURE:

The following section relating to rezoning is found in the City of Cody code.

10-5-1: CITY COUNCIL AUTHORITY: The city council may by ordinance at any time, on its own motion or petition, or upon the recommendations by the planning and zoning commission, amend, supplement or change the regulations or districts herein or subsequently established; provided, however, that a public hearing shall first be held in relation thereto, after one publication of notice of the time, place and purpose of such hearing, in an official newspaper, at least fifteen (15) days prior to such hearing.

Pursuant to state law and City code, rezones are accomplished by ordinance.

The public hearing was advertised as required by posting an advertisement in the Cody Enterprise on November 3, 2025.

The City Planner is granted authority to perform additional notice to inform neighboring property owners, lessees, utility providers, or others that may be affected of the public hearing. This additional notice is not subject to the fifteen (15) day requirement, may take any form, and is completely discretionary. Additional notice, or lack thereof, shall not be grounds for appeal.

On November 4, 2025, certified mail notices were sent to twelve neighboring property owners, encompassing a total of fifteen properties located within 140 feet of the subject property.

10-5-2: PROTEST: If there is a protest against any change signed by the owners of twenty percent (20%) or more of the area of the lots included in the proposed change, or of those immediately adjacent within a distance of one hundred forty feet (140'), the amendment shall not become effective except upon the affirmative vote of three-fourths ($\frac{3}{4}$) of all the members of the city council. In determining the one hundred forty feet (140'), the width of any intervening street or alley shall not be included. The provisions for public hearings and notice apply to all changes or amendments.

Two (2) written comments have been received in objection, and one (1) of no objection, to the proposed zoning amendment at the time this report was issued. This represents protest of 13.33% of the area of lots immediately adjacent within one hundred forty feet..

REVIEW CRITERIA:

Rezones are a legislative action, subject to the full discretion of the governing body. The Cody Zoning Ordinance does not have specific criteria outlined for granting or denying rezone requests.

Staff believes the rezoning request substantially complies with the general standards for zoning outlined in Wyoming state law, Section 15-1-601(d), which served as guidance for this review.

Information based on zoning codes and the Cody Master Plan has been provided below for the board's review.

(i) In accordance with a comprehensive plan...;

Staff Comment: The current comprehensive plan was adopted by the City in March of 2014. Per the master plan "*The Future Land Use Map...will be the guide for future zoning and development within the city*". The Future Land Use Map designates the subject property as low-density residential. This category states, "Within the other low-density zoning district, development is expected to occur at 3 to 4 dwelling units per gross acre and may include single-family detached homes, two-family homes (a.k.a. duplexes), and common wall units (two attached single-family units)."

While the R-3 rezoning request is consistent with the intended uses, the R-3 zoning standards permit a higher density of development than the target of 3 to 4 dwelling units per gross acre.

(ii) With reasonable consideration, among other things, of the character of the district and its peculiar suitability for particular uses;

Staff Comment:

The applicant plans to develop the site with a duplex alongside the existing residence, according to a letter submitted by their representative. This proposed density is consistent with the surrounding properties to the north and east, which are already developed with duplex structures.

(iii) With a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the city or town; and

Staff Comment: Given the existing mix of R-2 and R-3 zoning in the surrounding area, the proposed R-3 zoning is considered an appropriate use for this parcel of land.

(iv) With consideration given to the historic integrity of certain neighborhoods or districts and a view to preserving, rehabilitating and maintaining historic properties and encouraging compatible uses within the neighborhoods or districts, but no regulation made to carry out the purposes of this paragraph is valid to the extent it constitutes an unconstitutional taking without compensation.

Staff Comment: The proposed rezoning is not expected to have a detrimental impact on historic preservation.

Public Hearing:

Copies of all comments provided before the public hearing are attached for the Board's review. All public comments need to be considered.

ATTACHMENTS:

Application Letter

Neighbor Notice
Public comment(s)
Newspaper legal advertisement

ALTERNATIVES:

Recommend approval or denial of the rezone application to the city council.

RECOMMENDATION:

The Planning and Zoning Board will need to provide a recommendation to the City Council. Planning Staff does not oppose the requested rezone.

Notice to Owners of Neighboring Properties:

Please return your comments by November 12, 2025

Date: October 30, 2025

RE: **REQUEST FOR REZONING**

to:

Cody City Planner

P.O. Box 2200

Cody, WY 82414

OR, send an email to: pandzcontact@codywy.gov

THE CITY OF CODY HAS RECEIVED AN APPLICATION TO REZONE THE PROPERTY IDENTIFIED BELOW. YOUR COMMENTS WOULD BE APPRECIATED.

Subject Property: 1520 23rd Street

Applicant Name(s): Chase Whitlock and Flip, LLC.

Description of Request: The proposal requests a re-zoning of Lot 4, Block 2, of the Cody Heights Subdivision from Medium-Low Density Residential (R-2) to Medium-High Density Residential (R-3). This change would permit Mr. Whitlock to construct a duplex on the lot, which currently contains a single-family house. Multi-family units are not allowed under the existing R-2 zoning.



This request will be considered at a public hearing held by the City of Cody Planning & Zoning Board at their regularly scheduled meeting on Thursday, November 20, 2025 at 12:00 p.m. in the City Hall Council Chambers, at 1338 Rumsey Ave. Anyone is welcome to attend and comment at the public hearing. After the public hearing, the Board will make a recommendation for consideration by the City Council at a later date—likely at the Council's December 2, 2025 meeting at 7:00 pm.

Response Letter from Owner of Neighboring Property:

(Responses may be submitted in any written format. The following form is provided for your convenience.)

Dear Planning and Zoning Board Members:

I am familiar with the proposed rezone.

☒ I have NO OBJECTION to the rezone request.

Name LD Edgar

Address: PO Box 68 Meeteetse (1519 23rd)

Comments: ✓

☐ I OBJECT to the rezone:

Name: _____

Address: _____

Reason for Objection: _____

If you would like to receive a copy of the Planning and Zoning Board agenda materials for this request, please provide your email address: E-mail address: _____

Notice to Owners of Neighboring Properties:

Please return your comments by November 12, 2025

Date: October 30, 2025

RE: **REQUEST FOR REZONING**

to:

Cody City Planner

P.O. Box 2200

Cody, WY 82414

OR, send an email to: pandzcontact@codywy.gov

THE CITY OF CODY HAS RECEIVED AN APPLICATION TO REZONE THE PROPERTY IDENTIFIED BELOW. YOUR COMMENTS WOULD BE APPRECIATED.

Subject Property: 1520 23rd Street

Applicant Name(s): Chase Whitlock and Flip, LLC.

Description of Request: The proposal requests a re-zoning of Lot 4, Block 2, of the Cody Heights Subdivision from Medium-Low Density Residential (R-2) to Medium-High Density Residential (R-3). This change would permit Mr. Whitlock to construct a duplex on the lot, which currently contains a single-family house. Multi-family units are not allowed under the existing R-2 zoning.



This request will be considered at a public hearing held by the City of Cody Planning & Zoning Board at their regularly scheduled meeting on Thursday, November 20, 2025 at 12:00 p.m. in the City Hall Council Chambers, at 1338 Rumsey Ave. Anyone is welcome to attend and comment at the public hearing. After the public hearing, the Board will make a recommendation for consideration by the City Council at a later date—likely at the Council's December 2, 2025 meeting at 7:00 pm.

Response Letter from Owner of Neighboring Property:

(Responses may be submitted in any written format. The following form is provided for your convenience.)

Dear Planning and Zoning Board Members:

I am familiar with the proposed rezone.

☒ I have NO OBJECTION to the rezone request.

Name: Hill Enterprises LP (Elizabeth Jenkins, Gen. Partner)

Address: PO Box 667, Cody, WY 82414

Comments: _____

☐ I OBJECT to the rezone:

Name: _____

Address: _____

Reason for Objection: _____

If you would like to receive a copy of the Planning and Zoning Board agenda materials for this request, please provide your email address: E-mail address: _____

Notice to Owners of Neighboring Properties:

Please return your comments by November 12, 2025

Date: October 30, 2025

RE: **REQUEST FOR REZONING**

to:

Cody City Planner

P.O. Box 2200

Cody, WY 82414

OR, send an email to: pandzcontact@codywy.gov

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Dear Planning and Zoning Board Members:

I am familiar with the proposed rezone.

☐ I have NO OBJECTION to the rezone request.

Name _____

Address: _____

Comments: _____

☒ I OBJECT to the rezone:

Name: Robert McMillin

Address: 215 Rd. 2ABN

Reason for Objection: This will drop the market value of my property

If you would like to receive a copy of the Planning and Zoning Board agenda materials for this request, please provide your email address: E-mail address: _____

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Please return your comments by November 12, 2025

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to:

Cody City Planner

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Response Letter from Owner of Neighboring Property:

(Responses may be submitted in any written format. The following form is provided for your convenience.)

Dear Planning and Zoning Board Members:

I am familiar with the proposed rezone.

☒ I have NO OBJECTION to the rezone request.

Name: DAN + DAWN ODASZ

Address: 1502 - 1500 - 1514 23rd ST.

Comments: _____

☐ I OBJECT to the rezone:

Name: _____

Address: _____

Reason for Objection: _____

If you would like to receive a copy of the Planning and Zoning Board agenda materials for this request, please provide your email address: E-mail address:

ODASZDAN@gmail.com

Notice to Owners of Neighboring Properties:

Please return your comments by November 12, 2025

Date: October 30, 2025

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to:

Cody City Planner

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(Responses may be submitted in any written format. The following form is provided for your convenience.)

Dear Planning and Zoning Board Members:

I am familiar with the proposed rezone.

☐ I have NO OBJECTION to the rezone request.

Name _____

Address: _____

Comments: _____

☒ I OBJECT to the rezone:

Name: Tim and Claudia Wade

1519 Acadia St.

Reason for Objection: This proposal creates additional traffic and noise for the property owners east of the requested re-zoning.

If you would like to receive a copy of the Planning and Zoning Board agenda materials for this request, please provide your email address: E-mail address: wadeclaudia73@gmail.com



Jenny Cramer <jcramer@codywy.gov>

23rd street

1 message

Kelly Tambllyn <kraetam@gmail.com>

Tue, Nov 18, 2025 at 11:24 AM

To: "jcramer@codywy.gov" <jcramer@codywy.gov>

My thoughts on the zone change proposal:

Okay.
"I live across the street at 1425 23rd Street and I oppose this zoning change. It was originally a public skate arena with a warming hut and then it was used to build a Habitat for Humanity home there. Subsequently, duplexes were allowed in that space. The R2 zoning is prevalent in that area and the R3 spot zoning was an anomaly that maybe shouldn't have happened. Opening up to short term rentals right in the middle of all the R2 zones would create expectations and precedent for anyone to receive a zone change just to make more money on their rentals."

Thank you,

Kelly Tambllyn
307-213-0143
kraetam@gmail.com

Meeting Date: December 16, 2025 Department: Public Works Staff Reference: Phillip Bowman, Jake Moyer

AGENDA ITEM SUMMARY REPORT

Change Order No. 1 with Western Municipal Construction for the North Lift Station Improvements Project

PROPOSED ACTION:

Consider approval of Change Order No. 1 with Western Municipal Construction for the North Lift Station Improvements Project

SUMMARY OF INFORMATION:

The City Council approved the award of the North Lift Station Improvements Project (Project) to Western Municipal Construction (WMC) in the amount of \$910,500 on April 15, 2025. WMC has been working with City Staff and the City's engineering consultant, HDR, to prepare for the start of work on the Project in December 2025.

This Change Order was discussed with City Council at the Work Session held on December 9, 2025. The three (3) items included in Change Order No. 1 were discussed in detail, and no further modifications to the costs, scope of work, or contract time adjustments have been made. The combination of these three items will create a reduction of the contract value of \$4,251.48, and the new contract amount with WMC will be \$906,248.52.

City Council approval of Change Order #1 is contingent upon review and approval of all change order documents by the City Attorney prior to signature by the Mayor.

FISCAL IMPACT:

The North Lift Station Improvement Project is included in the approved FY 2026 Budget for the Wastewater Enterprise Fund. Approval of Change Order No. 1 will result in a cost savings of \$4,251.48 in the construction contract with Western Municipal Construction. Given the relatively small reduction amount of this Change Order, a Budget Amendment for the Project is not proposed.

ATTACHMENTS:

1. Change Order No. 1 (with support documents)

CHANGE ORDER NO.: #1

Owner: City of Cody
Engineer: HDR Engineering
Contractor: Western Municipal Construction, Inc.
Project: City of Cody PW Shop North Lift Station
Improvements
Contract Name: City of Cody PW Shop North Lift Station
Improvements
Date Issued: 12/16/25

Owner's Project No.:
Engineer's Project No.: 10435344
Contractor's Project No.:

Effective Date of Change Order: 12/16/25

The Contract is modified as follows upon execution of this Change Order:

Description:

1. (CREDIT) Gas Line Installation and Asphalt Restoration; CPR#1

- a. Installation of gas line and restoration of asphalt to be done by Black Hills Energy.
Work removed from Contractor's scope

Price: Credit of \$26,406.20

2. (ADDER) Wet Well Lining; CPR#3

- a. The existing wet well is approx. 40 years old. Installing a new wet-well liner will protect the lift station structure, extend the City's service life of the lift station by avoiding costly repairs or replacement in the future, and is a proactive way to maintain the City's collection system. Added coating to interior of concrete wet well. Wet well lining was originally recommended in the lift station condition assessment but was left out of project scope as a cost savings measure.

Price: Adder of \$26,244.75

3. (CREDIT) Removal of Instrumentation from Xylem's Scope; CPR#4

- a. Removed redundant level sensors from pump supplier's (Xylem's) scope.
Contractor is already providing level sensors.

Price: Credit of \$4,090.03

Total: Credit of \$4,251.48

Attachments:

CPR#1, CPR#3, CPR#4

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 910,500	Original Contract Times: Substantial Completion: February 20 th , 2026 Ready for final payment: March 20 th , 2026
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]: \$ N/A	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]: Substantial Completion: N/A Ready for final payment: N/A
Contract Price prior to this Change Order: \$ 910,500	Contract Times prior to this Change Order: Substantial Completion: February 20 th , 2026 Ready for final payment: March 20 th , 2026
Decrease this Change Order: \$ 4,251.48	Increase this Change Order: Substantial Completion: 3 days Ready for final payment: 3 days
Contract Price incorporating this Change Order: \$ 906,248.52	Contract Times with all approved Change Orders: Substantial Completion: February 23 rd , 2026 Ready for final payment: March 23 rd , 2026

Recommended by Engineer (if required)

By: Bon Hardin

Title: Project Manager

Date: 12/10/2025

Authorized by Owner

By: _____

Title: LeeAnn Reiter, Mayor

Date: 12/17/2025

Accepted by Contractor

Dillon Clause

Project Manager

12/10/2025

Approved by Funding Agency (if applicable)

CHANGE PROPOSAL

Owner: City of Cody, Wyoming

Project Name: PW Shop North Lift Station Improvements

Change Proposal No.: _____ Date: _____

Submitted in Response to Proposal No.: _____

Contractor Name and No.: _____

Contractor: _____

Subject: _____

The following changes to the Contract are proposed:

SCOPE OF PROPOSED CHANGE TO CONTRACT: *(attach supporting information as required)*

- 1.
- 2.

JUSTIFICATION:

- 1.
- 2.

PROPOSED CHANGES IN CONTRACT PRICE AND CONTRACT TIMES:

We propose that the Contract Price and Contract Times be changed as follows:

For Contract Price, attach detailed cost breakdowns for Contractor and Subcontractors, Supplier quotations, and other information required.

For the Contract Times, state increase, decrease, or no change to Contract Times for Substantial Completion, readiness for final payment, and Milestones, if any. If increase or decrease, state specific number of days for changes to the Contract Times. Submit supporting data, including time impact analysis for the Progress Schedule.

Description	Amount	Contract Times (days)	
		Substantial	Final
1.			
2.			
Total This Change Proposal			

Changes to Milestones, if any: _____

Contractor represents that supporting data attached to this Change Proposal are accurate and complete. The requested time or price adjustment indicated in this Change Proposal is the entire adjustment to which Contractor believes it is entitled as a result of the proposed change(s) indicated herein.

Change Proposal by: _____
Signature of Proposer: Dillon Clause

Approved by: Ben Haecherl, Project Manager

Signature of Approver: Ben Haecherl

CHANGE PROPOSAL

Owner: City of Cody, Wyoming
Project Name: PW Shop North Lift Station Improvements
Change Proposal No.: #3 Date: 11/13/25
Submitted in Response to Proposal No.: #3
Contractor Name and No.: _____
Contractor: Western Municipal Construction
Subject: Wet Well Lining of Interior Concrete

The following changes to the Contract are proposed:

SCOPE OF PROPOSED CHANGE TO CONTRACT: *(attach supporting information as required)*

1. Prep & line interior concrete of existing lift station wet well
- 2.

JUSTIFICATION:

- 1.
- 2.

PROPOSED CHANGES IN CONTRACT PRICE AND CONTRACT TIMES:

We propose that the Contract Price and Contract Times be changed as follows:

For Contract Price, attach detailed cost breakdowns for Contractor and Subcontractors, Supplier quotations, and other information required.

For the Contract Times, state increase, decrease, or no change to Contract Times for Substantial Completion, readiness for final payment, and Milestones, if any. If increase or decrease, state specific number of days for changes to the Contract Times. Submit supporting data, including time impact analysis for the Progress Schedule.

Description	Amount	Contract Times (days)	
		Substantial	Final
1. Interior Wet Well Lining	\$26,244.75	+ 3 Days	+ 3 Days
2.		+ 3 Days	+ 3 Days
Total This Change Proposal	\$26,244.75	+ 3 Days	+ 3 Days

Changes to Milestones, if any: _____

Contractor represents that supporting data attached to this Change Proposal are accurate and complete. The requested time or price adjustment indicated in this Change Proposal is the entire adjustment to which Contractor believes it is entitled as a result of the proposed change(s) indicated herein.

Change Proposal by: Dillon Clause - Project Manger
Signature of Proposer: Dillon Clause

CHANGE PROPOSAL

Owner: City of Cody, Wyoming

Project Name: PW Shop North Lift Station Improvements

Change Proposal No.: _____ Date: _____

Submitted in Response to Proposal No.: _____

Contractor Name and No.: _____

Contractor: _____

Subject: _____

The following changes to the Contract are proposed:

SCOPE OF PROPOSED CHANGE TO CONTRACT: *(attach supporting information as required)*

- 1.
- 2.

JUSTIFICATION:

- 1.
- 2.

PROPOSED CHANGES IN CONTRACT PRICE AND CONTRACT TIMES:

We propose that the Contract Price and Contract Times be changed as follows:

For Contract Price, attach detailed cost breakdowns for Contractor and Subcontractors, Supplier quotations, and other information required.

For the Contract Times, state increase, decrease, or no change to Contract Times for Substantial Completion, readiness for final payment, and Milestones, if any. If increase or decrease, state specific number of days for changes to the Contract Times. Submit supporting data, including time impact analysis for the Progress Schedule.

Description	Amount	Contract Times (days)	
		Substantial	Final
1.			
2.			
Total This Change Proposal			

Changes to Milestones, if any: _____

Contractor represents that supporting data attached to this Change Proposal are accurate and complete. The requested time or price adjustment indicated in this Change Proposal is the entire adjustment to which Contractor believes it is entitled as a result of the proposed change(s) indicated herein.

Change Proposal by: _____
Signature of Proposer: Dillon Clause