

City of Cody City Council
Pre-meeting at 6:45 p.m. to discuss intended Legislative Meetings
Tuesday, January 6, 2026-7:00 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

- a. Oath of Office - Tina Gail
Staff Reference: Cindy Baker
- b. Proclamation Honoring Cindy Baker
Staff Reference: Tina Gail

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 16, 2025.
Staff Reference: Tina Gail
- b. Approve Vouchers and Payroll in the amount \$2,883,715.35.
Staff Reference: Leslie Brumage
- c. Declare Pinnacle Bank, Big Horn Federal, US Bank, First Bank of Wyoming, and Wells Fargo Bank as official depositories for the City of Cody for calendar year 2026.
Staff Reference: Leslie Brumage
- d. Declare the Cody Enterprise as the City's official publication per §15-1-110
Staff Reference: Cindy Baker
- e. Consider approval of the Official Community Appointments for 2026: Municipal Judge Thomas Keegan, Alternate Municipal Court Judges Tim Blatt, and Jim Davis; Fire Marshall, Sam Wilde; and Fire Chief, H.R. Coe.
Staff Reference: Tina Gail
- f. Appoint Don Shreve as 2026 Council President and Kelly Tamblyn as 2026 Council Vice President
Staff Reference: Tina Gail
- g. Consider to approve and authorize the Mayor to sign the conflict of interest waiver relating to the Unified Tactical Response Team MOU.
Staff Reference: Scott Kolpitcke
- h. Authorize Pioneer Village III, LLC. to install 6 new parking lot lights and 4 new

exterior building entrance lights located at 2421 Pioneer Avenue for the proposed apartment complex.

Staff Reference: Utana Dye

- i. Authorization for Cody Electrical Contractor to add lighting to an existing sign at 214 Yellowstone Avenue.

Staff Reference: Utana Dye

- j. Correct the ending term for the appointment of Tim Hopkins to the YRA Board ending 12/31/2026.

Staff Reference: Tina Gail

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**

- a. A Public Hearing to consider if it is in the public's interest to issue a new bar and grill license to Rancho Chico Mexican Food and Cantina, Inc., DBA, Rancho Chico, located at 1219 Sheridan Ave.

Staff Reference: Tina Gail

4. **Conduct of Business**

- a. To consider approving a new bar and grill license to Rancho Chico Mexican Food and Cantina, Inc., DBA, Rancho Chico, located at 1219 Sheridan Ave.

Staff Reference: Tina Gail

- b. Resolution 2026-01

A Resolution authorizing the removal of signatories on all City of Cody banking and depository accounts.

Staff Reference: Leslie Brumage

- c. Sign Conflict of Interest disclosure of financial interest in depositories or firms where the City of Cody funds are invested, pursuant to §6-5-118(a) by the Mayor, Council Members, City Administrator and Administrative Services Officer.

Staff Reference: Tina Gail

- d. Ordinance No. 2025-36 - Second 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 - Second 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. Ordinance No. 2026-01 - First Reading

An Ordinance amending Title 10, Chapter 14, Section 2.A.4.b: Notice of Public Hearing (Special Exemptions)

Staff Reference: Scott Kolpitcke, Utana Dye

- g. Ordinance No. 2026-02 - First Reading
An Ordinance amending Title 10, Chapter 14, Section 1.C: Notice and Public Hearing
Staff Reference: Scott Kolpitcke, Utana Dye
- h. Ordinance No. 2026-03 - First Reading
An Ordinance amending Title 10, Chapter 5, Section 1: City Council Authority
Staff Reference: Scott Kolpitcke, Utana Dye
- i. Ordinance No. 2026-04, First Reading
An Ordinance Amending Title 10, Chapter 5, Section 2: Protest
Staff Reference: Scott Kolpitcke, Utana Dye
- j. Approval of Change Order #2 and payment of Pay Application #7 with Wilson
Brothers Construction for the Tree Streets Waterline Replacement Project - Phase 2
Staff Reference: Phillip Bowman, Jake Moyer

5. **Tabled Items**

6. **Matters from Staff Members**

7. **Matters from Council Members**

8. **Adjournment**

Upcoming Meetings:

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

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

Council Work Session — Tuesday, January 27, 2026 5:30 p.m.

Meeting Date: January 6, 2026 Department: Administrative Services Staff Reference: Cindy Baker

AGENDA ITEM SUMMARY REPORT
Oath of Office - Tina Gail

PROPOSED ACTION:

Oath of Office

SUMMARY OF INFORMATION:

Oath of Office of new Administrative Services Officer/City Clerk, Tina Marie Gail

FISCAL IMPACT:

None

ATTACHMENTS:

None

Meeting Date: January 6, 2026 Department: Administrative Services Staff Reference: Tina Gail

AGENDA ITEM SUMMARY REPORT
Proclamation Honoring Cindy Baker

PROPOSED ACTION:

Proclamation Honoring Cindy Baker

SUMMARY OF INFORMATION:

The Mayor, Council and staff recognize and honor Cindy Baker for her twenty-five years of outstanding service.

FISCAL IMPACT:

N/A

ATTACHMENTS:

1. PROCLAMATION 1.6.26

PROCLAMATION

Honoring Cindy Baker

WHEREAS, Cindy Baker has served the City of Cody, Wyoming, as City Clerk for twenty-five (25) years with professionalism, integrity, and dedication to public service; and

WHEREAS, throughout her tenure, she has been a trusted resource to Mayors', City Council, city staff, and citizens of Cody, ensuring the effective operation of city government; and

WHEREAS, her commitment and institutional knowledge have strengthened public trust and contributed greatly to the success of the City of Cody;

NOW, THEREFORE, BE IT PROCLAIMED, that I, Lee Ann Reiter, Mayor of the City of Cody, do hereby recognize and honor **Cindy Baker** for her twenty-five (25) years of outstanding service and extend sincere appreciation and best wishes for a well-earned retirement.

Mayor Lee Ann Reiter

Attest: Cindy Baker, Clerk

City of Cody
City Council Proceedings
December 16, 2025

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

Present: Mayor Reiter, Council Members Tim McIsaac, Kelly Tamblyn, Joanna Settineri, Jeremy Laing, Don F. Shreve Jr., Emily Swett, City Administrator Tony Tolstedt, City Attorney Scott Kolpitcke, Cynthia Baker and Tina Gail, Administrative Services Officers.

Council Member Settineri made a motion seconded by Council Member Tamblyn to approve the Consent Calendar as presented including Minutes: December 2, 2025 and December 9, 2025; Vouchers and Payroll in the amount of \$780,717.57; approved alcohol after hours for the 2026 Racquetball Tournament at the Paul Stock Aquatic and Recreation Center and the Conflict of Interest Waiver relating to the 2026 Task Force Officer Program Contract. Vote was unanimous.

Council Member McIsaac made a motion seconded by Council Member Laing to appoint 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. Vote was unanimous.

Council Member Swett made a motion seconded by Council Member Shreve to appoint Elyse Guarino, Nancy Brown, Kristin Fong and Kathy Thompson to the Cody Public Art Committee for a three-year term ending December 31, 2028. Vote was unanimous.

Council Member Shreve made a motion seconded by Council Member McIsaac to approve the Blue Bird Preliminary Plat conditional upon the alleys will be private and maintained by the HOA. The applicant will be doing the cash-in lieu instead of dedicating open space. The amount for cash-in-lieu will be for the amount of \$11,965.15. Lot 36 and 37 will be combined into one lot to meet the lot frontage requirements. The applicant and the City Public Works Department will be working on a shared cost agreement for the upsizing of the sanitary sewer pipe for future growth, along with the other conditions as recommended in the staff report. Vote was unanimous.

Ordinance No. 2025-36 First Reading

An Ordinance amending Title 11, Chapter 3, Section 3, Subsection A, Paragraph 1: Final Plat, Approval and Recording. Council Member Swett made a motion seconded by Council Member Settineri to approve Ordinance 2025-36 on First Reading. Vote was unanimous.

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). Council Member Laing made a motion seconded by Council Member Settineri to approve Ordinance 2025-36 on First Reading. Voting in favor were Council Members Swett, McIsaac, Shreve, Settineri, Laing and Mayor Reiter. Voting opposed Council Member Tamblyn. Motion carried.

Council Member Shreve made a motion seconded by Council Member Tamblyn to approve Change Order No. 1 with Western Municipal Construction for the North Lift Station Improvements Project. Vote was unanimous.

Mayor Reiter adjourned the meeting at 7:18 p.m.

Mayor Reiter

Tina Gail, Administrative Services Officer

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
ALL COUNTY PLUMBING LLC				
	24707	AUDITORIUM PLUMBING KITCHEN FLOORS	12/10/2025	1,845.50
Total ALL COUNTY PLUMBING LLC:				1,845.50
AMERICAN LEGAL PUBLISHING CORP				
STERLING CODIFIERS LLC	47279	ANNUAL HOSTING FEE	12/09/2025	500.00
Total AMERICAN LEGAL PUBLISHING CORP:				500.00
ANIXTER INC				
	653689-07	FUSES	12/09/2025	505.96
	6570389-01	LOCKS	12/18/2025	543.36
	6570389-01	LINK FUSES	12/18/2025	436.59
	6570389-02	COVERED #6 WIRE	12/18/2025	1,512.16
Total ANIXTER INC:				2,998.07
AVI PC INC				
	44206	PROFESSIONAL SERVICES	12/09/2025	191.00
Total AVI PC INC:				191.00
BLUE CROSS BLUE SHIELD OF WYOMING				
	251105006450	December Premium	12/15/2025	185,795.70
Total BLUE CROSS BLUE SHIELD OF WYOMING:				185,795.70
BOOT BARN INC				
	INV00546970	FR CLOTHING	12/02/2025	188.91
	INV00546989	FR CLOTHING	12/02/2025	174.96
	INV00546992	FR CLOTHING	12/02/2025	146.96
Total BOOT BARN INC:				510.83
BROLIN, ERIK				
	12425	PROFESSIONAL FEES AND SERVICES - WITNESS FEES	12/04/2025	15.00
Total BROLIN, ERIK:				15.00
CENTURY LINK				
	121925	UTILITIES - CENTURY LINK	12/19/2025	65.60
Total CENTURY LINK:				65.60
CHITWOOD, DALLYS				
	12425	PROFESSIONAL FEES AND SERVICES - WITNESS FEES	12/04/2025	15.00
Total CHITWOOD, DALLYS:				15.00
CITY OF CODY				
	122325	UTILITY PERMIT - SEPTAGE RECEIVING STATION	12/23/2025	1,794.10
Total CITY OF CODY:				1,794.10

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
COLLECTION SERVICES CENTER				
	121825	GARNISHMENT REMITANCE # 1049403	12/18/2025	461.53
Total COLLECTION SERVICES CENTER:				461.53
COMMUNICATION TECHNOLOGIES, INC				
	94981	RADIO INSTALL TKR E03	12/10/2025	706.40
Total COMMUNICATION TECHNOLOGIES, INC:				706.40
CUSTOM GARAGE DOOR LLC				
	6544	RECYCLING DOOR REPAIR	12/01/2025	155.00
	6553	GARAGE DOOR MOTOR	12/20/2025	1,715.00
Total CUSTOM GARAGE DOOR LLC:				1,870.00
DAVIS, PAMELA				
	12425	PROFESSIONAL FEES AND SERVICES - WITNESS FEES	12/04/2025	15.00
Total DAVIS, PAMELA:				15.00
DEARBORN LIFE INSURANCE COMPANY				
	11/11/2025	December Premium	12/01/2025	434.24
Total DEARBORN LIFE INSURANCE COMPANY:				434.24
ELECTRICAL ALLY INC				
HAZEL, LOREN	9268	BALER SWITCH REPLACEMENT	12/23/2025	125.00
Total ELECTRICAL ALLY INC:				125.00
ENERGY LABORATORIES INC				
DEPARTMENT 6250	757201	COLIFORM TESTING	12/18/2025	190.00
DEPARTMENT 6250	757202	COLIFORM TESTING	12/18/2025	190.00
DEPARTMENT 6250	758588	OIL AND GREASE TESTING	12/24/2025	117.00
Total ENERGY LABORATORIES INC:				497.00
ENNIST III, ROBERT F				
BIG HORN FOOD SERVICES	11552	PAPER TOWELS	09/30/2025	180.75
Total ENNIST III, ROBERT F:				180.75
EVANS, ALLISON				
	12425	PROFESSIONAL FEES AND SERVICES - WITNESS FEES	12/04/2025	15.00
Total EVANS, ALLISON:				15.00
FLOYD'S TRUCK CENTER				
	DE-01927	Bid 2024-01 Sanitation Truck	12/17/2025	333,804.00
	X302082482.0	C07	12/15/2025	46.76
Total FLOYD'S TRUCK CENTER:				333,850.76
FRANDSON SAFETY INC				
	108090	CHLORINE CALIBRATION	12/03/2025	150.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total FRANDSON SAFETY INC:				150.00
GOODYEAR, ROBERT W				
GOODYEAR PRINTING	250510	WINTER REC BROCHURE	12/12/2025	1,800.31
Total GOODYEAR, ROBERT W:				1,800.31
H B I INSURANCE				
	4690	SURETY BOND - COUNCIL PRESIDENT SHREVE	12/04/2025	100.00
	4707	SURETY BOND - CITY CLERK	12/18/2025	100.00
	4708	COURT CLERK BOND - SOSA	12/18/2025	100.00
Total H B I INSURANCE:				300.00
HASKELL'S INC				
HASKELL FURNITURE & FLOORING	256510	CLUB ROOM KITCHEN FLOORING REPLACED	11/26/2025	16,747.68
Total HASKELL'S INC:				16,747.68
HEBRLEE, TRENT STEVEN				
HOTLINE ELECTRICAL SALES & SERV	29825	2S METERS	12/11/2025	4,636.01
Total HEBRLEE, TRENT STEVEN:				4,636.01
HM CRAGG CO				
DBA TW ENTERPRISES INC	CD99015165	WEST LIFT GENERATOR TROUBLESHOOT	10/16/2025	930.60
Total HM CRAGG CO:				930.60
JCA 01 LLC				
ATTN: SARA N. MILES GENERAL COU	1126	STORM DRAINAGE POND LEASE	01/01/2026	7,500.00
Total JCA 01 LLC:				7,500.00
J-U-B ENGINEERS, INC				
	190568	RW PUMP STATION REHABILITATION	11/18/2025	40,385.28
Total J-U-B ENGINEERS, INC:				40,385.28
KOIS BROTHERS EQUIPMENT				
	137112	PICKUP PLOWS	11/21/2025	1,113.00
Total KOIS BROTHERS EQUIPMENT:				1,113.00
LEISURE IN MONTANA INC				
	SAL41600-1	POOL CHEMICALS	12/18/2025	95.88
	SAL41600-1	POOL CHEMICALS	12/18/2025	95.87
Total LEISURE IN MONTANA INC:				191.75
LEROUX INC				
BOONE'S MACHINE & RENTAL	54936	LIONS PARK TREES	12/22/2025	552.45
Total LEROUX INC:				552.45
MOTOROLA SOLUTIONS INC				
	1187161612	CREDIT FOR RETURN OF FAILED DVR IN PATROL CAR	11/25/2025	1,995.00-

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
	1411216234	MOTOROLA EVIDENCE LIBRARY	11/11/2025	5,838.00
	1411216234	MOTOROLA EVIDENCE LIBRARY	11/11/2025	3,990.00
	1411216234	MOTOROLA EVIDENCE LIBRARY	11/11/2025	39,330.00
	1411216234	MOTOROLA EVIDENCE LIBRARY	11/11/2025	3,990.00
	1411216234	MOTOROLA EVIDENCE LIBRARY	11/11/2025	2,280.00
	1411216234	MOTOROLA EVIDENCE LIBRARY	11/11/2025	1,140.00
	8330308880	FAILED DVR IN PATROL CAR	07/17/2025	1,995.00
Total MOTOROLA SOLUTIONS INC:				56,568.00
NCL OF WISCONSIN INC				
NORTH CENTRAL LABS	528985	LAB SUPPLIES	12/08/2025	468.80
Total NCL OF WISCONSIN INC:				468.80
NELSON, DARBY				
	17.6253.10	DEPOSIT REFUND	12/23/2025	9.75
Total NELSON, DARBY:				9.75
NORTHWEST PIPE				
	7508549	8" SLEEVES	12/22/2025	933.76
Total NORTHWEST PIPE:				933.76
OFFICE SHOP INC				
	336707	COPIER CONTRACT - POLICE DEPT	12/29/2025	594.00
Total OFFICE SHOP INC:				594.00
ONE-CALL OF WYOMING				
	77712	ONE - CALL FEES	12/10/2025	53.02
	77712	ONE - CALL FEES	12/10/2025	53.03
	77712	ONE - CALL FEES	12/10/2025	53.03
	77712	ONE - CALL FEES	12/10/2025	53.02
Total ONE-CALL OF WYOMING:				212.10
PARK COUNTY ANIMAL SHELTER				
	1012026	ANIMAL SERVICE CONTRACT	01/01/2026	4,166.67
Total PARK COUNTY ANIMAL SHELTER:				4,166.67
PRINT INC				
POWELL TRIBUNE	2389291	ADVERTISING IT DIRECTOR	12/16/2025	240.00
Total PRINT INC:				240.00
RIMROCK TIRE				
	2-253520	MOWER TIRE	12/06/2025	14.95
Total RIMROCK TIRE:				14.95
ROCKY MOUNTAIN POWER				
	121925	UTILITIES - ROCKY MTN POWER	12/19/2025	37.24
	121925	UTILITIES - ROCKY MTN POWER	12/19/2025	338.99

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total ROCKY MOUNTAIN POWER:				376.23
RYNOS RENTALS LLC				
	17701-1	BIRCH	10/09/2025	963.00
Total RYNOS RENTALS LLC:				963.00
S & P BRAKE SUPPLY INC				
	413694	C06	11/25/2025	1,753.82
Total S & P BRAKE SUPPLY INC:				1,753.82
SLETTEN CONSTRUCTION				
	1654	PAY APP 7 SEPTAGE WASTE RECEIVING STATION - WORK AUTH 2	10/31/2025	493,549.34
	1654	RETAINAGE DEPOSIT 7 SEPTAGE RECEIVING FACILITY	10/31/2025	24,677.47-
	1663	PAY APP 8SEPTAGE WASTE RECEIVING STATION - WORK AUTH 2	11/30/2025	363,169.97
	1663	PAY APP 8 CHANGE ORDER #1 SEPTAGE RECEIVING FACILITY PROJECT	11/30/2025	28,080.00
	1663	RET 8 SEPTAGE RECEIVING STATION	11/30/2025	19,562.50-
Total SLETTEN CONSTRUCTION:				840,559.34
SMITH PSYCHOLOGICAL SERVICES				
	14930	OIS DE-BRIEF	12/15/2025	1,638.80
Total SMITH PSYCHOLOGICAL SERVICES:				1,638.80
STONEHOUSE DATA SOLUTIONS LLC				
	4580	SHREDDER SERVICE	12/10/2025	129.99
Total STONEHOUSE DATA SOLUTIONS LLC:				129.99
SWANSON, BRIAN				
	12425	PROFESSIONAL FEES AND SERVICES - WITNESS FEES	12/04/2025	15.00
Total SWANSON, BRIAN:				15.00
SYSTEMS GRAPHICS INC				
ADVANCED INFO SYSTEMS	16902	OUTSOURCE BILLS	12/10/2025	11.78
ADVANCED INFO SYSTEMS	16902	OUTSOURCE BILLS	12/10/2025	74.61
ADVANCED INFO SYSTEMS	16902	OUTSOURCE BILLS	12/10/2025	66.76
ADVANCED INFO SYSTEMS	16902	OUTSOURCE BILLS	12/10/2025	66.76
ADVANCED INFO SYSTEMS	16902	OUTSOURCE BILLS	12/10/2025	86.40
ADVANCED INFO SYSTEMS	16902	OUTSOURCE BILLS	12/10/2025	86.40
ADVANCED INFO SYSTEMS	16903	OUTSOURCE BILLS	12/10/2025	5.21
ADVANCED INFO SYSTEMS	16903	OUTSOURCE BILLS	12/10/2025	33.03
ADVANCED INFO SYSTEMS	16903	OUTSOURCE BILLS	12/10/2025	29.55
ADVANCED INFO SYSTEMS	16903	OUTSOURCE BILLS	12/10/2025	29.55
ADVANCED INFO SYSTEMS	16903	OUTSOURCE BILLS	12/10/2025	38.24
ADVANCED INFO SYSTEMS	16903	OUTSOURCE BILLS	12/10/2025	38.25
ADVANCED INFO SYSTEMS	16904	OUTSOURCE BILLS	12/10/2025	6.40
ADVANCED INFO SYSTEMS	16904	OUTSOURCE BILLS	12/10/2025	40.51
ADVANCED INFO SYSTEMS	16904	OUTSOURCE BILLS	12/10/2025	36.24
ADVANCED INFO SYSTEMS	16904	OUTSOURCE BILLS	12/10/2025	36.24
ADVANCED INFO SYSTEMS	16904	OUTSOURCE BILLS	12/10/2025	46.90

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
ADVANCED INFO SYSTEMS	16904	OUTSOURCE BILLS	12/10/2025	46.91
ADVANCED INFO SYSTEMS	16905	OUTSOURCE BILLS	12/10/2025	12.24
ADVANCED INFO SYSTEMS	16905	OUTSOURCE BILLS	12/10/2025	77.53
ADVANCED INFO SYSTEMS	16905	OUTSOURCE BILLS	12/10/2025	69.37
ADVANCED INFO SYSTEMS	16905	OUTSOURCE BILLS	12/10/2025	69.37
ADVANCED INFO SYSTEMS	16905	OUTSOURCE BILLS	12/10/2025	89.77
ADVANCED INFO SYSTEMS	16905	OUTSOURCE BILLS	12/10/2025	89.75
Total SYSTEMS GRAPHICS INC:				1,187.77
TYLER TECHNOLOGIES INC				
	025-537466	MUNICIPAL JUSTICE SOFTWARE - PROFESSIONAL SERVICES	12/10/2025	2,465.00
	025-537466	CONTENT MANAGER SUITE - PROFESSIONAL SERVICES	12/10/2025	3,335.00
Total TYLER TECHNOLOGIES INC:				5,800.00
VANTHUYNE-KENNEDY, NICOLE				
	14.1440.22	DEPOSIT REFUND	12/22/2025	26.19
Total VANTHUYNE-KENNEDY, NICOLE:				26.19
WADE'S WRAPS LLC				
MADSON, ROBERT WADE	495	VEHICLE DECAL REPLACEMENT	12/18/2025	1,137.00
Total WADE'S WRAPS LLC:				1,137.00
WELLS FARGO COMMERICAL CARD				
	122425	washer and adapter	12/24/2025	10.58
	122425	This is the refund of the tax they originally charged	12/24/2025	2.06-
	122425	plumbing repair parts	12/24/2025	33.93
	122425	Dry Erase Board	12/24/2025	108.34
	122425	Dry Erase Board	12/24/2025	108.33
	122425	Labels, Notepads, Pens	12/24/2025	62.00
	122425	Labels, Notepads, Pens	12/24/2025	62.00
	122425	Labels, Notepads, Pens	12/24/2025	53.73
	122425	Filters for the back office.	12/24/2025	11.18
	122425	rubber good testing	12/24/2025	1,095.52
	122425	Coffee	12/24/2025	10.12
	122425	Coffee	12/24/2025	10.12
	122425	Coffee	12/24/2025	10.12
	122425	Coffee	12/24/2025	10.12
	122425	Pinesol, Lysol, Paper Towels	12/24/2025	31.90
	122425	Pinesol, Lysol, Paper Towels	12/24/2025	31.90
	122425	Pinesol, Lysol, Paper Towels	12/24/2025	31.91
	122425	Drain pipe shop	12/24/2025	29.02
	122425	Utilities - City of Cody	12/24/2025	421.92
	122425	Utilities - City of Cody	12/24/2025	8.26
	122425	Lifeguard certifications	12/24/2025	273.57
	122425	Electrical work.	12/24/2025	350.80
	122425	Electrical work	12/24/2025	1,098.70
	122425	C04	12/24/2025	21.98
	122425	F07	12/24/2025	89.60
	122425	coat hooks	12/24/2025	29.96
	122425	Office Supplies	12/24/2025	17.54
	122425	City ticketing system	12/24/2025	386.21
	122425	Software Service	12/24/2025	20.00
	122425	procare	12/24/2025	129.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
	122425	Camera for Department	12/24/2025	69.98
	122425	meter school	12/24/2025	573.00
	122425	C04	12/24/2025	410.00
	122425	Tools	12/24/2025	52.79
	122425	Batteries.	12/24/2025	14.11
	122425	Uniforms	12/24/2025	55.49
	122425	Uniforms	12/24/2025	55.49
	122425	CPR Training	12/24/2025	50.00
	122425	hardware	12/24/2025	121.47
	122425	swim fins	12/24/2025	153.96
	122425	Goggles and quick spit to sell	12/24/2025	84.89
	122425	Car wash	12/24/2025	11.00
	122425	H06	12/24/2025	275.16
	122425	Tightened compression coupling for kitchen ice maker.	12/24/2025	90.00
	122425	Thank you cards for advertising.	12/24/2025	15.63
	122425	Batteries	12/24/2025	43.98
	122425	Office supplies	12/24/2025	24.55
	122425	Drug Test Kits	12/24/2025	198.90
	122425	Open AI Subscription	12/24/2025	20.00
	122425	buffer wheel	12/24/2025	9.99
	122425	Skid steer	12/24/2025	20.42
	122425	B08	12/24/2025	28.23
	122425	Tree cages	12/24/2025	188.93
	122425	gloves	12/24/2025	9.74
	122425	glass cleaner	12/24/2025	3.69
	122425	C01	12/24/2025	2,865.18
	122425	lights for the Auditorium	12/24/2025	6.99
	122425	Car wash	12/24/2025	12.00
	122425	C01	12/24/2025	10.46
	122425	Holiday Event - Employee Excellence Appreciation	12/24/2025	653.12
	122425	Holiday Event - Employee Excellence Appreciation	12/24/2025	1,306.06
	122425	Holiday Event - Employee Excellence Appreciation	12/24/2025	244.92
	122425	Holiday Event - Employee Excellence Appreciation	12/24/2025	122.46
	122425	Holiday Event - Employee Excellence Appreciation	12/24/2025	204.10
	122425	Holiday Event - Employee Excellence Appreciation	12/24/2025	612.30
	122425	Holiday Event - Employee Excellence Appreciation	12/24/2025	489.84
	122425	Holiday Event - Employee Excellence Appreciation	12/24/2025	163.28
	122425	Holiday Event - Employee Excellence Appreciation	12/24/2025	40.82
	122425	Holiday Event - Employee Excellence Appreciation	12/24/2025	449.02
	122425	Holiday Event - Employee Excellence Appreciation	12/24/2025	244.92
	122425	Holiday Event - Employee Excellence Appreciation	12/24/2025	163.28
	122425	Holiday Event - Employee Excellence Appreciation	12/24/2025	367.38
	122425	Holiday Event - Employee Excellence Appreciation	12/24/2025	40.82
	122425	Tree cages	12/24/2025	139.93
	122425	brass fittings	12/24/2025	1,429.34
	122425	fanny packs for lifeguards	12/24/2025	242.60
	122425	J36	12/24/2025	63.00
	122425	3"" sweeps	12/24/2025	34.54
	122425	Years of Service Lunch Supplies	12/24/2025	113.96
	122425	Car wash	12/24/2025	13.00
	122425	Lifeguard Certifications	12/24/2025	650.00
	122425	Locks for the bathroom stalls, they originally charged tax, but took it off and sent a new invoice.	12/24/2025	79.01
	122425	C08	12/24/2025	425.00-
	122425	New card fobs for membership scan in cards	12/24/2025	126.00
	122425	brass fittings return	12/24/2025	2,558.92-
	122425	APWA Membership KB	12/24/2025	85.00
	122425	APWA Membership KB	12/24/2025	85.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
	122425	APWA Membership KB	12/24/2025	85.00
	122425	Batteries for 1st aid manikin	12/24/2025	69.98
	122425	oil, plugs filters for gas saws	12/24/2025	67.30
	122425	batteries	12/24/2025	43.26
	122425	Evidence envelopes	12/24/2025	31.98
	122425	Refill first aid kit	12/24/2025	21.62
	122425	led drivers	12/24/2025	1,611.45
	122425	Tree cages	12/24/2025	59.97
	122425	Kleenex	12/24/2025	71.74
	122425	Batteries for aquatics	12/24/2025	16.99
	122425	riser pipe	12/24/2025	242.29
	122425	F07	12/24/2025	2,371.87
	122425	Car wash	12/24/2025	12.00
	122425	ProGreen	12/24/2025	420.00
	122425	ProGreen (Crew)	12/24/2025	1,260.00
	122425	4" GRC	12/24/2025	688.64
	122425	Car wash	12/24/2025	12.00
	122425	Aquatics fitness equipment	12/24/2025	32.99
	122425	Car wash	12/24/2025	11.00
	122425	Irrigation Wes	12/24/2025	125.00
	122425	Aquatics fitness equipment	12/24/2025	213.97
	122425	water weights for exercise	12/24/2025	18.23-
	122425	marinkg paint	12/24/2025	78.88
	122425	marking paint	12/24/2025	78.88
	122425	marking paint	12/24/2025	78.86
	122425	cables for scoreboard	12/24/2025	36.54
	122425	gloves for PPE	12/24/2025	19.99
	122425	aquatics exercise equipment	12/24/2025	20.04-
	122425	Utilities - City of Cody	12/24/2025	445.15
	122425	Utilities - City of Cody	12/24/2025	.10
	122425	Utilities - City of Cody	12/24/2025	6.19
	122425	Utilities - City of Cody	12/24/2025	1,138.75
	122425	Utilities - City of Cody	12/24/2025	11,890.24
	122425	Utilities - City of Cody	12/24/2025	80.37
	122425	camera for second computer - id cards	12/24/2025	69.80
	122425	Gloves for PPE.	12/24/2025	22.99
	122425	online classes	12/24/2025	122.30
	122425	training lunch	12/24/2025	112.71
	122425	PAINT	12/24/2025	11.98
	122425	supplies for the kitchen flooring project.	12/24/2025	2.20
	122425	lab cleaning supplies	12/24/2025	32.52
	122425	SC006	12/24/2025	4.04
	122425	Supplies	12/24/2025	29.98
	122425	supplies for the kitchen	12/24/2025	29.87
	122425	supplies for the kitchen flooring project.	12/24/2025	6.59
	122425	D03	12/24/2025	47.13
	122425	fitness equipment hand buoys	12/24/2025	388.65
	122425	Meeting Supplies	12/24/2025	29.67
	122425	grinder discs	12/24/2025	24.97
	122425	Car wash	12/24/2025	18.00
	122425	Incorrect Charge - Waiting on refund	12/24/2025	30.86
	122425	SC006	12/24/2025	6.48
	122425	Car wash	12/24/2025	12.00
	122425	supplies for fixes during kitchen repair.	12/24/2025	5.77
	122425	Batteries	12/24/2025	25.98
	122425	Rewiring and bringing to code the Kitchen for the flooring replacement	12/24/2025	5,038.00
	122425	Gate Ingrahm	12/24/2025	31.96
	122425	supplies for the kitchen flooring project.	12/24/2025	1.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
	122425	D03	12/24/2025	28.82
	122425	CO Detectors	12/24/2025	119.98
	122425	aquatics fitness equipment	12/24/2025	38.27
	122425	2026 calendars	12/24/2025	35.80
	122425	Car wash	12/24/2025	12.00
	122425	supplies for the kitchen flooring project.	12/24/2025	1.50
	122425	WIPER BLADES	12/24/2025	87.96
	122425	parts for the pump room motor.	12/24/2025	14.99
	122425	fuse	12/24/2025	14.00
	122425	Bar chain oil	12/24/2025	26.99
	122425	C06	12/24/2025	16.25
	122425	Car wash	12/24/2025	12.00
	122425	training lunch	12/24/2025	76.18
	122425	Annual Dues for C01	12/24/2025	220.00
	122425	Supplies	12/24/2025	27.54
	122425	gloves	12/24/2025	9.59
	122425	batteries	12/24/2025	33.98
	122425	embroidery	12/24/2025	20.00
	122425	Window Squeegee	12/24/2025	13.58
	122425	de icer	12/24/2025	11.97
	122425	2026 calendar	12/24/2025	40.30
	122425	Toner	12/24/2025	345.76
	122425	phone case	12/24/2025	5.97
	122425	Paper towels	12/24/2025	43.49
	122425	2026 calendars	12/24/2025	19.88
	122425	Supplies	12/24/2025	38.94
	122425	safety glasses	12/24/2025	19.99
	122425	scada battery	12/24/2025	23.99
	122425	Flags	12/24/2025	855.72
	122425	Car wash	12/24/2025	23.00
	122425	meeting expenses - municipalities and commissioners	12/24/2025	24.91
	122425	CARD DISPUTE	12/24/2025	35.95
	122425	Welding	12/24/2025	27.00
	122425	Hole Punch	12/24/2025	4.88
	122425	Snacks and supplies for ASAP	12/24/2025	170.88
	122425	connectors & hose for aquatics	12/24/2025	21.58
	122425	ASE Corey	12/24/2025	211.00
	122425	civil water and environmental engineering test KB	12/24/2025	500.00
	122425	civil water and environmental engineering test KB	12/24/2025	500.00
	122425	civil water and environmental engineering test KB	12/24/2025	150.00
	122425	Batteries	12/24/2025	50.44
	122425	D03	12/24/2025	15.46
	122425	Toner for the aquatics printers	12/24/2025	58.99
	122425	filter B47	12/24/2025	5.36
	122425	filter A29 A10 A03 A22 A21, brakes rotors A10, pulley A22, battery A27	12/24/2025	835.73
	122425	filter A11	12/24/2025	5.36
	122425	filter B18 B26 I04, gaskets B26, radiator B18	12/24/2025	461.78
	122425	battery B31	12/24/2025	126.55
	122425	battery B43	12/24/2025	126.55
	122425	filter D15 B17, battery H02, lift B44	12/24/2025	384.15
	122425	parts cleaner, small batteries	12/24/2025	117.91
	122425	filters C08 B13, seals C06, tie rods B13, gear oil C06, tpms B13	12/24/2025	706.04
	122425	filters F07	12/24/2025	100.66
	122425	Risk assessments	12/24/2025	226.72
	122425	meeting expense	12/24/2025	40.12
	122425	custodial supplies - aprons, cleaning sticks and pads	12/24/2025	42.54

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
	122425	propane	12/24/2025	120.75
	122425	Duty gear	12/24/2025	182.12
	122425	Shop tool	12/24/2025	58.76
	122425	3"" GRC	12/24/2025	244.54
	122425	podium for aquatic class check in	12/24/2025	94.99
	122425	Trash cans	12/24/2025	2.75
	122425	Building Official Certificate Renewal	12/24/2025	100.00
	122425	teflon tape	12/24/2025	11.89
	122425	adapter	12/24/2025	7.29
	122425	snowblower	12/24/2025	1,000.00
	122425	snowblower	12/24/2025	619.99
	122425	Cleaning cloths	12/24/2025	34.19
	122425	rods for dumpsters	12/24/2025	579.10
	122425	return pump	12/24/2025	68.65-
	122425	DEF	12/24/2025	276.26
	122425	Engraving Years of Service Awards	12/24/2025	6.00
	122425	Engraving Years of Service Awards	12/24/2025	26.00
	122425	Engraving Years of Service Awards	12/24/2025	6.00
	122425	Engraving Years of Service Awards	12/24/2025	10.00
	122425	Cleaning	12/24/2025	26.78
	122425	Supplies for the kitchen flooring remodel	12/24/2025	35.97
	122425	Toner	12/24/2025	668.51
	122425	gutter for office bldg	12/24/2025	50.93
	122425	Employee used wrong card - will reimburse city	12/24/2025	5.78
	122425	D13	12/24/2025	86.58
	122425	Janitorial	12/24/2025	9.96
	122425	Autopsy in Billings C19, C15	12/24/2025	25.00
	122425	toner front desk	12/24/2025	64.24
	122425	Utilities - City Bill	12/24/2025	2,436.05
	122425	Utilities - City Bill	12/24/2025	655.04
	122425	Utilities - City Bill	12/24/2025	392.55
	122425	Utilities - City Bill	12/24/2025	551.73
	122425	Utilities - City Bill	12/24/2025	1,071.54
	122425	Utilities - City Bill	12/24/2025	435.77
	122425	Utilities - City Bill	12/24/2025	1,304.24
	122425	Utilities - City Bill	12/24/2025	.29
	122425	Autopsy in Billings C19, C15	12/24/2025	45.83
	122425	C06	12/24/2025	119.64
	122425	Utilities - verizon	12/24/2025	24.29
	122425	Utilities - verizon	12/24/2025	137.93
	122425	Utilities - verizon	12/24/2025	20.02
	122425	Utilities - verizon	12/24/2025	38.43
	122425	Utilities - verizon	12/24/2025	156.94
	122425	Utilities - verizon	12/24/2025	20.02
	122425	Utilities - verizon	12/24/2025	60.03
	122425	Utilities - verizon	12/24/2025	96.88
	122425	Utilities - verizon	12/24/2025	38.43
	122425	Utilities - verizon	12/24/2025	252.21
	122425	Utilities - verizon	12/24/2025	20.02
	122425	Utilities - verizon	12/24/2025	38.43
	122425	Utilities - verizon	12/24/2025	38.43
	122425	Utilities - verizon	12/24/2025	45.91
	122425	Utilities - verizon	12/24/2025	90.22
	122425	Utilities - verizon	12/24/2025	12.54
	122425	Utilities - verizon	12/24/2025	25.89
	122425	Utilities - verizon	12/24/2025	66.47
	122425	Utilities - verizon	12/24/2025	32.17
	122425	Utilities - verizon	12/24/2025	26.67

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
	122425	Utilities - verizon	12/24/2025	80.61
	122425	Utilities - verizon	12/24/2025	50.58
	122425	Utilities - verizon	12/24/2025	223.53
	122425	Utilities - verizon	12/24/2025	143.45
	122425	Utilities - verizon	12/24/2025	38.40
	122425	north tower heater	12/24/2025	49.98
	122425	endcap for ab back machine	12/24/2025	3.99
	122425	I04	12/24/2025	59.95
	122425	Shop door openers	12/24/2025	220.00
	122425	D14/D15	12/24/2025	129.87
	122425	Supplies	12/24/2025	7.99
	122425	IRS W2 forms	12/24/2025	310.41
	122425	Utilities - City Bill	12/24/2025	824.11
	122425	Utilities - City Bill	12/24/2025	752.45
	122425	Utilities - City Bill	12/24/2025	746.78
	122425	Utilities - City Bill	12/24/2025	104.78
	122425	Utilities - City Bill	12/24/2025	96.70
	122425	Utilities - City Bill	12/24/2025	17.10
	122425	Utilities - City Bill	12/24/2025	6,620.20
	122425	Utilities - City Bill	12/24/2025	6,620.00
	122425	Utilities - City Bill	12/24/2025	16.70
	122425	Utilities - City Bill	12/24/2025	4,740.43
	122425	Utilities - City Bill	12/24/2025	5.69
	122425	Tools	12/24/2025	14.99
	122425	training	12/24/2025	67.23
	122425	Utilities - City Bill	12/24/2025	1,096.06
	122425	Utilities - City Bill	12/24/2025	14.12
	122425	Utilities - City Bill	12/24/2025	126.30
	122425	Utilities - City Bill	12/24/2025	266.23
	122425	Utilities - City Bill	12/24/2025	8.16
	122425	Utilities - City Bill	12/24/2025	8.16
	122425	Utilities - City Bill	12/24/2025	486.92
	122425	Utilities - City Bill	12/24/2025	8.16
	122425	Utilities - City Bill	12/24/2025	193.66
	122425	Utilities - City Bill	12/24/2025	8.16
	122425	Utilities - City Bill	12/24/2025	52.95
	122425	Utilities - City Bill	12/24/2025	8.16
	122425	Utilities - City Bill	12/24/2025	1,364.94
	122425	Utilities - City Bill	12/24/2025	1,364.93
	122425	training hours	12/24/2025	1,120.50
	122425	training hours	12/24/2025	1,120.50
	122425	I04	12/24/2025	134.36
	122425	I04	12/24/2025	28.15
	122425	cleaning supplies	12/24/2025	96.51
	122425	B13	12/24/2025	114.35
	122425	pool chlorine	12/24/2025	343.66
	122425	pool chlorine	12/24/2025	343.65
	122425	generator rental west lift station	12/24/2025	6,783.76
	122425	winter work gloves	12/24/2025	154.93
	122425	Saw fuel	12/24/2025	279.92
	122425	bar oil	12/24/2025	107.52
	122425	saw tune-up kits	12/24/2025	256.89
	122425	gloves	12/24/2025	34.99
	122425	Utilities - TCT	12/24/2025	136.40
	122425	Utilities - TCT	12/24/2025	98.29
	122425	Utilities - TCT	12/24/2025	1,747.91
	122425	Utilities - TCT	12/24/2025	120.45
	122425	Utilities - TCT	12/24/2025	224.81

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
	122425	Utilities - TCT	12/24/2025	572.41
	122425	Utilities - TCT	12/24/2025	572.41
	122425	Utilities - TCT	12/24/2025	66.45
	122425	Utilities - TCT	12/24/2025	98.29
	122425	Utilities - TCT	12/24/2025	224.81
	122425	Utilities - TCT	12/24/2025	160.00
	122425	Utilities - TCT	12/24/2025	231.62
	122425	Utilities - TCT	12/24/2025	98.35
	122425	Utilities - TCT	12/24/2025	100.49
	122425	shirts	12/24/2025	99.98
	122425	Hanging file folders	12/24/2025	35.27
	122425	Disney plus	12/24/2025	18.99
	122425	Car Wash	12/24/2025	12.00
	122425	C06	12/24/2025	18.36
	122425	Car Wash	12/24/2025	12.00
	122425	SHIPPING	12/24/2025	702.42
	122425	Coffee	12/24/2025	55.46
	122425	Utensils, coffee, water	12/24/2025	294.83
	122425	B15	12/24/2025	12.40
	122425	Small engine repair	12/24/2025	35.76
	122425	Coffee	12/24/2025	221.45
	122425	Tools	12/24/2025	748.00
	122425	I04	12/24/2025	96.64
	122425	Supplies	12/24/2025	73.98
	122425	pipe and union for Auditorium	12/24/2025	14.99
	122425	solid stock	12/24/2025	23.74
	122425	spotify for fitness classes	12/24/2025	19.99
	122425	credit - charge error	12/24/2025	208.95-
	122425	CODY CLUB ROOM CLOSET AUGER BATHROOMS	12/24/2025	150.00
	122425	lifeguard certifications	12/24/2025	112.00
	122425	adapter hose	12/24/2025	93.60
	122425	Returned towels that were wrong.	12/24/2025	15.19-
	122425	toner	12/24/2025	84.89
	122425	Lead Service Line	12/24/2025	1,536.85
	122425	Tyler payments test transaction refund	12/24/2025	1.00-
	122425	Electrical work for swim suit dryer	12/24/2025	341.70
	122425	electrical tape	12/24/2025	4.40
	122425	Streets safety	12/24/2025	51.98
	122425	Office supplies - Notebooks	12/24/2025	13.94
	122425	C08	12/24/2025	275.73
	122425	APWA	12/24/2025	255.00
	122425	fittings	12/24/2025	38.11
	122425	UA/Evidence to Lab	12/24/2025	7.09
	122425	B14	12/24/2025	9.40
	122425	Computer microphone	12/24/2025	14.39
	122425	meeting expenses	12/24/2025	24.73
	122425	Car Wash	12/24/2025	13.00
	122425	Canal fence	12/24/2025	41.68
	122425	hitch	12/24/2025	5.00-
	122425	Magnifying sheet for the front desk	12/24/2025	8.90
	122425	GAAP update training session	12/24/2025	210.00
	122425	Cleaning rags for upstairs	12/24/2025	34.65
	122425	Streets saw tacometer	12/24/2025	22.99
	122425	Parks saw tacometer	12/24/2025	22.99
	122425	hitch	12/24/2025	41.99
	122425	Tyler payments test transaction	12/24/2025	1.00
	122425	PVC	12/24/2025	34.33
	122425	C06	12/24/2025	2,921.10

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
	122425	Tyler payments test transaction	12/24/2025	2.50
	122425	Excavator Rental	12/24/2025	1,368.75
	122425	Safety	12/24/2025	99.98
	122425	Stands to sell aquatics inventory	12/24/2025	28.10
	122425	Stands for selling merchandise	12/24/2025	46.98
	122425	insulated bibs and boots - CG	12/24/2025	389.97
	122425	Impact and Tape Measure	12/24/2025	331.94
	122425	meeting refreshments	12/24/2025	22.27
Total WELLS FARGO COMMERICAL CARD:				115,579.89
WEST PARK HOSPITAL				
CODY REGIONAL HEALTH	112225	DUI BLOOD DRAW - CASE #25-898	11/22/2025	150.00
Total WEST PARK HOSPITAL:				150.00
WHEELER, JUSTIN				
	13.0200.16	DEPOSIT REFUND	12/22/2025	178.54
Total WHEELER, JUSTIN:				178.54
WILSON BROTHERS CONSTRUCTION INC				
	12925	Tree Streets Waterline Replacement Project - Phase 1	12/09/2025	211,036.07
	12925	RET 12 TREE STREETS WATERLINE PHASE 1	12/09/2025	10,551.80-
Total WILSON BROTHERS CONSTRUCTION INC:				200,484.27
WOLFF INDUSTRIES, INC				
KEELE SANITATION	818007	PORTABLE RESTROOMS	11/30/2025	170.00
Total WOLFF INDUSTRIES, INC:				170.00
WYOMING ASSOCIATION OF RURAL WATER				
	20135	CREDIT FOR CLASS REFUND	12/12/2024	252.50-
	20135	CREDIT FOR CLASS REFUND	12/12/2024	252.50-
	20758	MEMBERSHIP DUES	11/22/2025	252.50
	20758	MEMBERSHIP DUES	11/22/2025	252.50
Total WYOMING ASSOCIATION OF RURAL WATER:				.00
WYOMING CHILD SUPPORT				
	121825	Garnishment Remittance # 227551	12/18/2025	323.07
Total WYOMING CHILD SUPPORT:				323.07
WYOMING DEPT OF AGRICULTURE				
	121525	AUDITORIUM KITCHEN LICENSE	12/15/2025	100.00
Total WYOMING DEPT OF AGRICULTURE:				100.00
WYOMING MUNICIPAL POWER AGENCY				
	2025-11-1	WMPA - ENERGY USE	12/09/2025	274,833.08
	2025-11-1	WMPA DEMAND CHARGE - COINCIDENT PEAK	12/09/2025	326,846.93
	2025-11-1	WMPA DEMAND CHARGE - NON-COINCIDENT PEAK	12/09/2025	47,971.96
Total WYOMING MUNICIPAL POWER AGENCY:				649,651.97

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
YELLOWSTONE ELECTRIC INC				
	43752	TIE IN TEMP GENERATOR	12/01/2025	140.00
	43760	NEW GENERATOR HOOKUP	12/04/2025	719.32
Total YELLOWSTONE ELECTRIC INC:				859.32
Grand Totals:				2,490,485.79
Payroll Total				393,229.56
Total				2,883,715.35

Report Criteria:

Detail report.
Invoices with totals above \$0 included.
Paid and unpaid invoices included.
Invoice Detail.Input date = 12/30/2025
Invoice.Batch = {NOT LIKE} "1"

Meeting Date: January 6, 2026 Department: Finance Staff Reference: Leslie Brumage
--

AGENDA ITEM SUMMARY REPORT

Declare Pinnacle Bank, Big Horn Federal, US Bank, First Bank of Wyoming, and Wells Fargo Bank as official depositories for the City of Cody for calendar year 2026.

PROPOSED ACTION:

Declare Pinnacle Bank, Big Horn Federal, US Bank, First Bank of Wyoming, and Wells Fargo Bank as official depositories for the City of Cody for calendar year 2026.

SUMMARY OF INFORMATION:

Per State Statute 9-4-806, the City may deposit public funds only in financial institutions that have been formally designated by the City Council as approved public depositories. This designation ensures that the institutions meet statutory, financial, and collateralization requirements for safeguarding municipal funds. While this approval is mandatory for deposit accounts such as checking and savings, it does not apply to investment activities conducted under the City's investment policy or the Wyoming State statutes governing permissible investments.

Financial institutions that are designated as official depositories are eligible to provide banking services, deposit accounts, electronic payment processing, and other treasury management products that the City may choose to solicit or procure during the fiscal year. Designation does not, however, guarantee any contractual award or exclusive right to City business; rather, it establishes legal eligibility for participation in future banking service solicitations.

The following institutions submitted depository applications for calendar year 2026:
Pinnacle Bank, Big Horn Federal, US Bank, First Bank of Wyoming, and Wells Fargo Bank.

FISCAL IMPACT:

None

ATTACHMENTS:

1. Depository Applications 2026



APPLICATION FOR DEPOSIT OF PUBLIC FUNDS

Pinnacle Bank- Wyoming
For Calendar Year 2025-2026

October 16, 2025

City of Cody
P O Box 2200
Cody WY 82414-2200

To Whom It May Concern:

Pursuant to the requirement of W.S. 9-4-818, formal application is made by Pinnacle Bank-Wyoming, a corporation organized and existing under the laws of Wyoming and having its office and principal place of business in the City of Cody, in the County of Park, in the State of Wyoming, to be designated a depository for public funds. Pinnacle Bank-Wyoming agrees to furnish the securities as provided for in Section 9-4-821 to cover public funds as may be deposited by City of Cody, Cody, WY.

Furthermore, Pinnacle Bank-Wyoming agrees to comply with W.S. 9-4-806.

By order of the Board of Directors
Pinnacle Bank- Wyoming

A handwritten signature in black ink, reading "Marlane Borger".

Marlane Borger
Quality Control Officer, Pinnacle Bank Wyoming
Direct Line 307-532-4600 ext. 110



PINNACLE BANK - WYOMING
PUBLIC FUNDS DEPOSITORS
EXHIBIT "A"
2025-2026

Branches - Cheyenne, Cody, Gillette, Laramie, Mitchell, Moorcroft, Newcastle, Powell,
Thermopolis, Torrington, Worland

ALBANY COUNTY PUBLIC LIBRARY
ALBANY COUNTY TREASURER
ANGEL DRAW DRAINAGE DISTRICT
ARNOLD DRAINAGE DISTRICT
BIG HORN REGIONAL JOINT POWERS BOARD
BLUFF IRRIGATION DISTRICT
BUFFALO BILL DAM AND VISITORS CENTER
BUREAU OF LAND MANAGEMENT / MAC MIDSTREAM LLC
CAMPBELL COUNTY CEMETERY DISTRICT
CAMPBELL COUNTY TREASURER
CANYON IMPROVEMENTS & SERVICES DISTRICT
CIRCUIT COURT OF GOSHEN COUNTY
CITY OF CHEYENNE
CITY OF CODY
CITY OF GILLETTE
CITY OF LARAMIE
CITY OF MITCHELL
CITY OF NEWCASTLE
CITY OF TORRINGTON
CITY OF WORLAND
CHEYENNE DOWNTOWN DEVELOPMENT AUTHORITY
CLOUD PEAK COUNSELING CENTER
CODY CANAL IRRIGATION DISTRICT
CODY CONSERVATION DISTRICT
COMMUNITY JOINT CENTER POWER BOARD
CROOK COUNTY MEDICAL SERVICES DISTRICT
CROOK COUNTY SCHOOL DISTRICT #1
CROOK COUNTY TREASURER
CROWN HILL CEMETERY DISTRICT 1
EASTERN WYOMING COLLEGE
FIRE PROTECTION DISTRICT #1
FIRE PROTECTION DISTRICT #2, PARK COUNTY, WY
FORT LARAMIE CEMETERY DISTRICT
GOSHEN CARE CENTER JOINT POWERS BOARD
GOSHEN COUNTY CLERK
GOSHEN COUNTY FIRE SERVICE
GOSHEN COUNTY LIBRARY
GOSHEN COUNTY SCHOOL DISTRICT
GOSHEN COUNTY SENIOR FRIENDSHIP CENTER
GOSHEN COUNTY TOURISM
GOSHEN COUNTY TREASURER
GOTTSCHE REHABILITATION CENTER
HAWK SPRINGS FIRE DEPARTMENT
HAWK SPRINGS FIRE PROTECTION
HAWK SPRINGS RESCUE UNIT
HEART MOUNTAIN IRRIGATION DISTRICT
HIGHLAND HANOVER IRRIGATION
HOT SPRINGS CONSERVATION DISTRICT
HOT SPRINGS COUNTY CEMETERY DIST
HOT SPRINGS COUNTY CLERK
HOT SPRINGS COUNTY CLERK OF DISTRICT COURT
HOT SPRINGS COUNTY EARLY CHILDHOOD BOCES
HOT SPRINGS COUNTY FAIR BOARD
HOT SPRINGS COUNTY HOSPITAL DISTRICT
HOT SPRINGS COUNTY LIBRARY
HOT SPRINGS COUNTY LIBRARY FOUNDATION
HOT SPRINGS COUNTY LODGING TAX BOARD
HOT SPRINGS COUNTY MUSEUM AND CULTURAL CENTER
HOT SPRINGS COUNTY OFFICE OF THE SHERIFF
HOT SPRINGS COUNTY PREDATOR MANAGEMENT DISTRICT
HOT SPRINGS COUNTY RECREATION DISTRICT
HOT SPRINGS COUNTY RURAL FIRE DISTRICT
HOT SPRINGS COUNTY SCHOOL DISTRICT #1
HOT SPRINGS COUNTY TREASURER
HOT SPRINGS COUNTY WEED & PEST
HOT SPRINGS SENIOR SERVICES DISTRICT
HOT SPRINGS STATE PARK
HUNTLY FIRE PROTECTION
JAY EM FIRE PROTECTION DISTRICT
KEYHOLE STATE PARK
KIRBY DITCH IRRIGATION DISTRICT
LAGRANGE FIRE PROTECTION DISTRICT
LAGRANGE VOLUNTEER FIRE DEPARTMENT
LARAMIE COUNTY COMMUNITY COLLEGE
LARAMIE COUNTY FIRE DISTRICT #1
LARAMIE COUNTY FIRE DISTRICT #10
LARAMIE COUNTY SCHOOL DISTRICT #1
LARAMIE COUNTY TREASURER
LITTLE THUNDER IMPROVEMENT & SERVICE DISTRICT
LUCERNE PUMPING PLANT CANAL CO.
MEETEETSE CONSERVATION DISTRICT
MEETEETSE FIRE DISTRICT #3
MITCHELL DRAINAGE DISTRICT
MITCHELL IRRIGATION DISTRICT
MITCHELL RURAL FIRE DEPARTMENT

MITCHELL SCHOOL DISTRICT #31
MOORCROFT CLINIC
NEWCASTLE VOLUNTEER FIRE DEPARTMENT
NEWCASTLE/UPTON/WESTON CO COMBINED COMMUNICATIONS
NORTH BIG HORN HOSPITAL DISTRICT
NORTH PLATTE VALLEY CONSERVATION DISTRICT
NORTHWEST RURAL WATER DISTRICT
NORTHWEST WYOMING BOARD OF COOPERATIVE SERVICES
PARK COUNTY FIRE DISTRICTS JOINT POWERS BOARD
PARK COUNTY SCHOOL DISTRICT #8
PARK COUNTY SHERIFF'S DEPT.
PARK COUNTY TRAVEL COUNCIL
PARK COUNTY TREASURER
PATHFINDER IRRIGATION DISTRICT
RIVERSIDE CEMETERY DISTRICT
ROOSEVELT PUBLIC POWER DISTRICT
SALT CREEK WATER DISTRICT
SCOTTS BLUFF COUNTY AGRICULTURE SOCIETY
SCOTTS BLUFF COUNTY TREASURER
SHOSHONE IRRIGATION DISTRICT
SHOSHONE MUNICIPAL WATER JOINT POWERS BOARD
SHOSHONE RECREATION DISTRICT
SOUTH CHEYENNE WATER & SEWER
SOUTH GOSHEN CONSERVATION DISTRICT
SOUTH THERMOPOLIS WATER AND SEWER DISTRICT
SOUTH TORRINGTON WATER
STATE OF WYOMING
SUNSET RANCH WATER DISTRICT
TORRINGTON FIRE PROTECTION DISTRICT
TORRINGTON IRRIGATION DISTRICT
TORRINGTON MUNICIPAL COURT
TOWN OF EAST THERMOPOLIS
TOWN OF FORT LARAMIE
TOWN OF HULETT
TOWN OF KIRBY
TOWN OF LAGRANGE
TOWN OF LINGLE
TOWN OF MOORCROFT
TOWN OF PINE HAVEN
TOWN OF THERMOPOLIS
TOWN OF UPTON
TOWN OF YODER
UPPER BLUFF IRRIGATION DISTRICT
VETERAN FIRE PROTECTION
WASHAKIE COUNTY CONSERVATION DISTRICT
WASHAKIE COUNTY LIBRARY
WASHAKIE COUNTY SCHOOL DISTRICT #1
WASHAKIE COUNTY SCHOOL DISTRICT #2
WASHAKIE COUNTY SHERIFFS OFFICE
WASHAKIE COUNTY TREASURER
WASHAKIE COUNTY WEED & PEST CONTROL DISTRICT
WASHAKIE MEDICAL CENTER BOARD
WASHAKIE RURAL IMPROVEMENT
WEST HIGHWAY WATER & SEWER DISTRICT
WEST PARK HOSPITAL DISTRICT
WESTERN COMMUNITY COLLEGE AREA
WESTON COUNTY
WESTON COUNTY FIRE PROTECTION DISTRICT
WESTON COUNTY HEALTH SERVICES
WESTON COUNTY MANOR
WESTON COUNTY NATURAL RESOURCE DISTRICT
WESTON COUNTY SCHOOL DISTRICT #1
WESTON COUNTY SHERIFF
WESTON COUNTY SOLID WASTE DISTRICT
WESTON COUNTY TRAVEL
WILLWOOD IRRIGATION DISTRICT
WORLAND BENCH DRAINAGE
WORLAND POLICE DEPARTMENT
WORLAND RECREATION DISTRICT
WRIGHT WATER & SEWER DISTRICT
WY DEPT OF ENVIRONMENTAL QUALITY - BRIAN GOOD
WY DEPT OF ENVIRONMENTAL QUALITY - CODY STAMPEDE
WY DEPT OF ENVIRONMENTAL QUALITY - MELS WATER SERVICE INC.
WY DEPT OF ENVIRONMENTAL QUALITY-KISSACK WATER & OIL SERVICE INC
WY DEPT OF REVENUE
WY RULEC CO
WYOMING BOYS SCHOOL
WYOMING DEPT OF CORRECTIONS
WYOMING DEPT OF TRANSPORTATION
WYOMING PIONEER HOME
WYOMING STATE SHOOTING COMPLEX JT POWERS BOARD
WYOMING STATE TREASUER
YELLOWSTONE REGIONAL AIRPORT
YODER FIRE PROTECTION DISTRICT



CERTIFIED COPY OF RESOLUTION OF Pinnacle Bank- Wyoming concerning the pledging of collateral security for deposit of public funds.

WHEREAS, it is necessary for Pinnacle Bank–Wyoming, to properly secure City of Cody, Wyoming and all public entities within the State, including, but not limited to, those listed in the attached Exhibit “A”, for all monies deposited in said bank by the Treasurer of Park County, WY and other public entities hereinafter called the Treasurer.

WHEREAS, no deposit will be made in said bank by said Treasurer unless said deposit is properly secured, and the giving of proper security is one of the considerations for receiving said deposits; and

WHEREAS, the Treasurer may, when furnished proper security, carry a maximum credit balance with the bank of Unlimited Dollars; and

WHEREAS, the said Treasurer is willing to receive securities designated by laws of Wyoming as legal collateral security as security for such deposit;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Pinnacle Bank-Wyoming that any two of the following named persons, officers of said bank, are hereby authorized and empowered to pledge to the Treasurer of the State or political subdivision, such securities of this bank as may be legal for collateral security for deposit of public funds, and which said Treasurer is willing to accept as collateral security, and in such amounts and at such time as the said Treasurer and bank officers may agree upon:

Dustin Schutzman, President/CEO
Carmen Duncan, V.P. Cashier, Cody, PBW
Marlane Borger, Quality Control Officer, PBW

John Thomas, Sr. V.P. Chief Investment Officer
Sheri Schutzman, Operations Officer, Cody
Carol Brown, Administrative Assistant/Secretary

BE IT FURTHER RESOLVED that this authority given to said officers of Pinnacle Bank- Wyoming named herein to furnish collateral security to said Treasurer shall be continuing and shall be binding upon said bank until the authority given to the bank officers named herein is revoked or superseded by another resolution of this Board of Directors, a verified copy of which shall be delivered by a representative of Pinnacle Bank-Wyoming to said Treasurer or mailed to said Treasurer by registered mail. The right given the officers named herein to pledge security as collateral also includes the right to give additional collateral security and to withdraw such collateral as the said Treasurer is willing to surrender and the right to substitute one piece or lot of collateral for another, provided the said Treasurer is willing to make such exchange or substitution.

BE IT FURTHER RESOLVED that the bank officers named herein are fully authorized and empowered to execute in the name of said bank such collateral pledge agreement in favor of the said Treasurer as the said Treasurer may require, and any collateral pledge agreement so executed or any act done by the bank officers named herein under the authority of this Resolution shall be as binding and effective upon this bank as thought authorized by specific Resolution of the Board of Directors of this Bank.

.....

Certificate

I, Marlane Borger, Quality Control Officer of Pinnacle Bank -Wyoming, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Board of Directors of said Bank at a valid meeting thereof, held in its conference room in the City of Cody this 16th day of October A.D., 2025; that said resolution has been spread upon the minutes of said meeting in the minutes book which constitutes a part of said Bank's permanent records, and that seal affixed thereto is the official corporate seal of said Bank.

Dated at Cody, Wyoming this 16th day of October A.D. 2025


Marlane Borger, Quality Control Officer

Big Horn Federal



December 3, 2025

City of Cody
Attn: Ms. Leslie Brumage, Finance Officer
P.O. Box 2200
Cody, WY 82414

Dear Ms. Brumage:

Big Horn Federal would like to provide our services to you as a public funds depositor. We offer a variety of checking account products, savings account products as well as term deposit accounts for those public funds depositors that take advantage of the bidding process.

We can provide safekeeping statements of government guaranteed or other high quality investment securities for the uninsured amount of monies that you bid or otherwise have on deposit. These statements are generated by our safekeeper, Stifel, Nicolaus and Co, Inc. and can be provided to you monthly or on request. Big Horn Federal would monitor your balances and increase the pledged collateral as needed. This insures the safety of your deposits and meets the Wyoming statutory requirements for collateralizing deposits in excess of FDIC insurance.

Please let this letter serve as our formal request to be designated as a depository for the 2026 fiscal year. A resolution was adopted in November 2025 by our Board of Directors and is enclosed. I look forward to the opportunity to bid your funds and be of service to you!

Sincerely,
Big Horn Federal Savings Bank

Scott Petersen
Branch Manager



Greybull Branch
P.O. Box 471
Greybull, WY 82426
ph: 307.765.4412

Powell Branch
P.O. Box 821
Powell, WY 82435
ph: 307.754.9501

Thermopolis Branch
643 Broadway St.
Thermopolis, WY 82443
ph: 307.864.2156

Cody Branch
1701 Stampede Ave.
Cody, WY 82414
ph: 307.587.5521

Worland Branch
P.O. Box 1239
Worland, WY 82401
ph: 307.347.6196

Lovell Branch
P.O. Box 218
Lovell, WY 82431
ph: 307.548.2703

RESOLUTION

WHEREAS, it is necessary for Big Horn Federal Savings Bank to properly secure the CITY OF CODY monies deposited to the bank by the political division or subdivision, hereinafter called the Treasurer; and

WHEREAS, no deposit will be made in the bank by the Treasurer unless the deposit is properly secured, and the giving of proper security is one of the considerations for receiving the deposits; and

WHEREAS, the Treasurer may, when furnished proper security, carry an unlimited balance with the bank as provided for in the Bylaws of the political division or subdivision; and

WHEREAS, the Treasurer is willing to receive securities designated by laws of Wyoming as legal collateral security as security for the deposit;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the depository bank that any one of the following named persons, officers of the bank are authorized and empowered to pledge to the Treasurer of the state or political subdivision securities of this bank which are legal for collateral security for deposit of public funds, and which the Treasurer is willing to accept as collateral security, and in amounts and at the time the Treasurer and bank officers agree upon;

John J. Coyne, III - CEO and President

Shalene Cheatham - Secretary-Treasurer

BE IF FURTHER RESOLVED that this authority given to the officers of the bank named herein to furnish collateral security to the Treasurer shall be continuing and shall be binding upon the bank until the authority given to the bank officers named herein is revoked or superseded by another resolution of this Board of Directors, verified copy of which shall be delivered by a representative of the bank to the Treasurer or mailed to the Treasurer by registered mail. The right given the officers named herein to pledge security as collateral also included the right to give additional collateral security and to withdraw such collateral as the Treasurer is willing to surrender and the right to substitute one piece or lot of collateral for another, provided the Treasurer is willing to make such exchange or substitution.

BE IT FURTHER RESOLVED that the bank's officers named herein are fully authorized and empowered to execute in the name of the bank such collateral pledge agreement in favor of the Treasurer as the Treasurer requires, and any collateral pledge agreement executed or any act done by the bank's officers named herein under the authority of the Resolution shall be as binding and effective upon this bank as though authorized by specific Resolution of the Board of Directors of the Bank.

CEO and President 

Secretary-Treasurer 

DATED: NOVEMBER 19, 2025



US Bancorp Center BC-MN-H18U
800 Nicollet Mall
Minneapolis, MN 55402-7020

11/7/2025

APPLICATION FOR DEPOSIT OF PUBLIC FUNDS

In conformity with Wyoming Statutes (9-4-818, 9-4-802, 9-4-806) formal application is hereby made by U.S. Bank National Association, operating in the state of Wyoming to be designated at a depository. The minutes of the **January 18, 2025** Board of Directors meeting are certified in the attached resolution.

U.S. Bank National Association will offer the following assets to be collateralized the deposits for **CITY OF CODY** under all terms and conditions for future collateral agreement to be determined.

1. FHLB of Cincinnati Letter of Credit.
2. Federal National Mortgage Association – Mortgage Backed Securities.
3. Federal home Loan Mortgage Corporation – Mortgage Backed Securities.

A handwritten signature in cursive script, appearing to read "Julie Niederer".

Julie Niederer
Treasury Officer

A handwritten signature in cursive script, appearing to read "Kim Spiroff".

Kim Spiroff
Senior Vice President and Relationship Manager



CERTIFIED RESOLUTIONS

I, Julie A. Niederer, Officer of U.S. Bank National Association, Cincinnati, Ohio, a national banking association (the "Bank"), do certify that the resolutions attached hereto as Exhibit A were adopted by the Board of Directors of U.S. Bank National Association on January 18, 2025 and that the same are in effect as of the date hereof and have not been modified, amended or revoked. I further certify that **CITY OF CODY** has been approved as a Depositor of the Bank in the amount of 100%.

Dated: 11/7/2025

A handwritten signature in cursive script that reads "Julie Niederer".

Julie A. Niederer, Officer

EXHIBIT A

WHEREAS, state law requires governmental units to designate a federally insured national or state bank or thrift institution as a depository of funds; and

WHEREAS, certain entities (each a “Depositor”) may from time to time designate the Bank, an FDIC insured depository institution, as depository of its public funds; and

WHEREAS, under state law, governmental units must require that their deposits in excess of the maximum amount of FDIC insurance on the deposit be secured by the pledge of eligible collateral (“Eligible Collateral”), and the Bank computes the total amount of the collateral required with respect to each Depositor.

NOW, THEREFORE, BET IT RESOLVED, that the Board of Directors hereby approves a pledge from the Bank’s available collateral to secure the deposits in excess of the maximum amount of FDIC insurance on the deposits of each Depositor, as calculated by appropriate officers of the Bank in accordance with applicable state law, such Eligible Collateral being more particularly described in a pledge agreement and written assignment executed by the Bank in favor of the Depositor; and be it

FURTHER RESOLVED, that the Board of Directors hereby delegates authority to each of the following officers (each, an “Authorized Officer”) of the Bank to execute, certify and endorse those documents as required of the Bank as a depository and to furnish collateral to the pledgee and such authority shall be continuing and shall be binding upon the Bank until the authority given to such officers is revoked or superseded by another resolution of this Board of Directors. This authority extends to furnishing collateral for additional deposits of public funds made from time to time by any and various state, municipal and other governmental bodies. The right given the officers named herein to pledge collateral also includes the right to give additional collateral and to withdraw such collateral as the pledgee is willing to surrender and the right to substitute one piece or lot of collateral for another, provided the market value of the substitute collateral is of equal or greater value.

Luke R. Wippler, Senior Vice President
Corinne M. Yerigan O’Neil, Vice President
Johannes Manlapaz, Assistant Vice
President

Elizabeth M. Nelson, Officer
Julie A. Niederer, Treasury Officer

and be it

FURTHER RESOLVED, that the Authorized Officers named herein are fully authorized and empowered to execute in the name of the Bank any collateral pledge agreement in favor of the Pledgee as required and any collateral pledge agreement executed or any act done by the officers named herein under the authority of these resolutions shall be as binding and effective upon this Bank as though authorized by specific resolution of the Board of Directors of this Bank.

* * *



FIRST BANK
OF WYOMING
DIVISION OF GLACIER BANK

APPLICATION FOR DEPOSIT OF PUBLIC FUNDS
December 16, 2025

CITY OF CODY
1338 RUMSEY AVE
PO BOX 2200
CODY WY 82414

Dear Sir or Madam,

Pursuant to the requirements of W.S 1977, 9-4-801 through 9-4-831 (1983 Supplement) formal application is hereby made by *First Bank of Wyoming, Division of Glacier Bank*, a corporation organized and existing under the laws of the State of Montana and having its office and principal place of business in the City of Powell, in the County of Park, in the State of Wyoming, to be designated as Depository. (Indicated amount of deposit desired unlimited.)

The bank offers the following described securities:

United States Government and Agency Obligations
FHLB Certificates of Deposit
FHLB Letters of Credit
Wyoming Municipal Securities

to be assigned to and held by the **Federal Home Loan Bank of Des Moines**, as security for the safekeeping and prompt payment of all public moneys that may be deposited with it by the **CITY OF CODY** and for the faithful performance of its duties the aforesaid law as such depository

Kimberlee Newman, Treasury Mgmt Sales Officer
First Bank of Wyoming, Division of Glacier Bank

Ty Nelson, President and CEO
First Bank of Wyoming, Division of Glacier Bank

First Bank of Wyoming, Division of Glacier Bank
Certified Copy of Corporate Resolution
For the Year of 2026

CONCERNING THE PLEDGING OF COLLATERAL SECURITY FOR DEPOSIT OF PUBLIC FUNDS

WHEREAS, it is necessary for First Bank of Wyoming, Division of Glacier Bank to properly secure for all monies deposited in the bank by the Treasurer of the State of Wyoming or the Treasurer of any state or political subdivision, hereinafter called the Treasurer; and

WHEREAS, no deposit will be made in the bank by the Treasurer unless the deposit is properly secured, and the giving of proper security is one of the considerations for receiving the deposits; and

WHEREAS, the Treasurer is willing to receive securities designated by the laws of Wyoming as legal collateral security, as security for the deposit.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of First Bank of Wyoming, Division of Glacier Bank, that any two of the following named persons, officers of the bank, are authorized and empowered to pledged to the Treasurer of the state or political subdivision securities of this bank which are legal for collateral security for deposit of public funds, and which the Treasurer is willing to accept as collateral security, and in amounts and at the time as the Treasurer and bank officers may agree upon:

Richard T. Nelson, President
Benjamin Bell, Regional Market Manager
Troy Brown, Accounting Supervisor

Donovan McComb, Regional Market Manager
Kimberlee Newman, Treasury Mgmt. Sales Officer

BE IT FURTHER RESOLVED that this authority given to the officers of the bank named herein to furnish collateral security to the Treasurer shall be continuing and shall be binding upon the bank until the authority given to the bank officers named herein is revoked or superseded by another resolution of this Board of Directors, verified copy of which shall be delivered by a representative of the bank to the Treasurer or mailed to the Treasurer. The right given the officers named herein to pledge security as collateral also includes the right to give additional collateral security and to withdraw such collateral as the Treasurer is willing to surrender and the right to substitute one piece or lot of collateral for another, provided the Treasurer is willing to make such exchange or substitution.

BE IT FURTHER RESOLVED that the bank officers named herein are fully authorized and empowered to execute in the name of the bank such collateral pledge agreement in favor of the Treasurer as the Treasurer may require, and any collateral pledge agreement executed or any act done by the bank officers named herein under the authority of this Resolution shall be as binding and effective upon this bank as though authorized by specific Resolution of the Board of Directors of the Bank.

CERTIFICATE

I, Kimberlee Newman, Treasury Management Sales Officer of First Bank of Wyoming, Division of Glacier Bank, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Board of Directors of the bank at a valid meeting, held this **16th day of December, 2025** that the Resolution has been spread upon the minutes of said meeting in the minute book which constitutes a part of said bank's permanent records.

Dated at Cody, WY board room this **16th** day of December, 2025

BY: 

Ty Nelson, President and CEO

BY: 

Kimberlee Newman, Treasury Mgmt. Sales Officer

Middle Market BMO
Public Funds Collateral Management Team
333 Market St 31st Floor , MAC A0119-312
San Francisco, CA 94105
publicfundscollateral@wellsfargo.com



December 15, 2025

XNPBFYD TDV 000016 SP 01



Attn: Leslie Brummage
City of Cody
PO Box 2200
Attn: Leslie Brummage
Cody, WY 82414

RE: APPLICATION FOR DEPOSIT OF PUBLIC FUNDS

To Whom It May Concern:

Pursuant to the requirements of Wyoming Statutes 1977, Section 9-4-818, formal application is hereby made by Wells Fargo Bank, Nation Association, a national banking association in the State of Wyoming, to be designated a depository for City of Cody.

Wells Fargo is prepared to pledge the following described securities as provided in Wyoming Statutes 1977, Section 9-4-821, to be assigned to and deposited with the Treasurer, City of Cody, as security for the safekeeping and prompt payment of all public monies that may be deposited with it by the Treasurer, City of Cody, and for the faithful performance of its duties under the law as such depository.

If you need any additional information, please feel free to contact me in Public Funds Collateral Unit at 877-479-6603. Thank you.

Dated this 15 December, 2025

Wells Fargo Bank, N.A.

Anela Trzask

Sheila Lynch
Vice President
Public Funds Collateral Management Team

Wells Fargo Bank, N.A.
81014178PL-0000327



Together we'll go far

XNPBFYDTDV 000016 NNNNNNNNNNNN NNN NYN 001 003 000097 20860185.

SECRETARY'S CERTIFICATE
WELLS FARGO BANK, NATIONAL ASSOCIATION

I, Diana Lea-Kahle, an Assistant Secretary of Wells Fargo Bank, National Association (the "Bank") hereby certify that, pursuant to the authority delegated to Kyle G. Hranicky, a Senior Executive Vice President of the Bank (the "Authorized Individual"), by the Executive Committee of the Board of Directors of the Bank on February 26, 2022, the following resolutions were duly adopted by written consent of the Authorized Individual effective as of November 7, 2025, and that said resolutions have not been rescinded or modified and are now in full force and effect:

Resolution Regarding Approval of Contracts
Regarding Depository Services

WHEREAS, Wells Fargo Bank, National Association (the "Bank") has been awarded contracts for banking services by the Contract Holders listed on Exhibit A, each of which has custody and control of public funds (each, a "Contract Holder"); and

WHEREAS, the banking services provided by the Bank include serving as a depository for the public funds of the Contract Holder; and

WHEREAS, applicable law requires the Bank to pledge certain eligible securities for the benefit of each Contract Holder as collateral to secure deposits of its public funds with the Bank; and

WHEREAS, the Bank, having the full right, power and authority to enter into a contract with the Contract Holder providing for the collateralization of public fund deposits and third-party custody of eligible securities securing such public funds (each, a "Contract"), desires to enter into a Contract with each Contract Holder; and

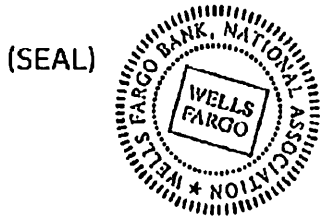
WHEREAS, Section 13(e) of the Federal Deposit Insurance Act, 12 U.S.C. § 1823(e), as amended by the Financial Institutions Reform, Recovery and Enforcement Act of 1989, requires that the approval of each Contract by the Bank's Board of Directors or loan committee be reflected in the minutes of the board or committee, and requires that each Contract be and remain an official record of the Bank in order that each Contract be valid against the rights of the Federal Deposit Insurance Corporation.

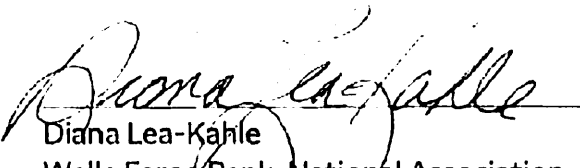
XNPFYOTDV 000016 NNNNNNNNNNN NNN NYN 002 003 000099 20860185.1

NOW, THEREFORE, BE IT RESOLVED, that the appropriate officers of the Bank be, and the same hereby are, authorized and directed to execute each Contract on behalf of the Bank, to maintain this Resolution and each Contract as official records of the Bank, and to take all actions and to execute all such documents as such officers may deem necessary or desirable to carry out the intents and purposes of the foregoing resolution.

BE IT FURTHER RESOLVED that any and all actions heretofore taken by such Bank officers consistent with the terms of the foregoing are hereby approved, ratified and confirmed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Bank this 7th day of November, 2025.




Diana Lea-Kahle
Wells Fargo Bank, National Association
Assistant Secretary

Meeting Date: January 6, 2026 Department: Administrative Services Staff Reference: Tina Gail

AGENDA ITEM SUMMARY REPORT

Consider approval of the Official Community Appointments for 2026: Municipal Judge Thomas Keegan, Alternate Municipal Court Judges Tim Blatt, and Jim Davis; Fire Marshall, Sam Wilde; and Fire Chief, H.R. Coe.

PROPOSED ACTION:

Consider approval of the Official Community Appointments for 2026: Municipal Judge Thomas Keegan, Alternate Municipal Court Judges Tim Blatt, and Jim Davis, Fire Marshall, Sam Wilde and Fire Chief, H.R. Coe.

SUMMARY OF INFORMATION:

Annually the City Council considers the approval of the Official Community Appointments for 2026: Municipal Judge Thomas Keegan, Alternate Municipal Court Judges Tim Blatt, and Jim Davis, Fire Marshall, Sam Wilde and Fire Chief, H.R. Coe.

FISCAL IMPACT:

None

ATTACHMENTS:

None

Meeting Date: January 6, 2026 Department: Administrative Services Staff Reference: Tina Gail

AGENDA ITEM SUMMARY REPORT

Appoint Don Shreve as 2026 Council President and Kelly Tamblyn as 2026 Council Vice President

PROPOSED ACTION:

Consider appointing Don Shreve as Council President and Kelly Tamblyn as Council Vice President.

SUMMARY OF INFORMATION:

Each year in January, the council members appoint the position of council president and vice president. The council president presides in the absence of the mayor and the vice president presides in the absence of the mayor and council president.

FISCAL IMPACT:

None

ATTACHMENTS:

None

Meeting Date: January 6, 2026 Department: Administrative Services Staff Reference: Scott Kolpitcke

AGENDA ITEM SUMMARY REPORT

Consider to approve and authorize the Mayor to sign the conflict of interest waiver relating to the Unified Tactical Response Team MOU.

PROPOSED ACTION:

Authorize Mayor Reiter to sign the MOU between the City of Cody and the City of Powell to disclose a required conflict of interest.

SUMMARY OF INFORMATION:

The law firm of Copenhaver, Kitchen & Kolpitcke, LLC represents and provides legal counsel to both Cody and Powell. Cody, Powell, and Park County intend to enter into a memorandum of understanding called the Park County Tactical Response Team Memorandum of Understanding (MOU). The MOU outlines the responsibilities of the law enforcement agency for Cody, Powell and County for sharing resources and cooperating to form and operate a Unified Tactical Response Team. Cody and Powell understand and acknowledge that the LAW FIRM has a conflict of interest, which prevents it from representing the parties in an adverse transaction. Despite the conflict, both parties waive the conflict of interest and consent to the law firm reviewing the agreement based on the terms the parties have negotiated and drafted.

FISCAL IMPACT:

N/A

ATTACHMENTS:

1. WAIVER OF CONFLICT OF INTEREST.POWELL.2025.PD.Tactical

**ACKNOWLEDGMENT OF
CONFLICT OF INTEREST
AND CONSENT
TO REPRESENTATION**

THE UNDERSIGNED PARTIES, City of Cody, Wyoming, a Wyoming municipal corporation (hereinafter CODY), and, the City of Powell, a Wyoming Municipal corporation, (hereinafter POWELL), hereby acknowledge the disclosure of a conflict of interest as described herein, and consent to representation by the same firm.

The parties understand and acknowledge that the law firm of Copenhaver, Kitchen & Kolpitcke, LLC (hereinafter the LAW FIRM) currently represents and provides legal counsel to both CODY and POWELL. CODY, POWELL and Park County (COUNTY) intend to enter into a memorandum of understanding called the Park County Tactical Response Team Memorandum of Understanding (MOU). The MOU outlines the responsibilities of the law enforcement agency for CODY, POWELL and COUNTY for sharing resources and cooperating to form and operate a Unified Tactical Response Team. CODY and POWELL understand and acknowledge that the LAW FIRM has a conflict of interest, which prevents it from representing the parties in an adverse transaction. Despite the conflict, the parties waive the conflict of interest, and consent to the LAW FIRM reviewing the AGREEMENT based on terms the parties have negotiated and drafted.

As part of this waiver of conflict of interest, the parties acknowledge the following:

- a. It would a conflict of interest for the LAW FIRM to represent CODY and POWELL in this transaction, absent an acknowledgment and written waiver of that conflict of interest.
- b. The parties may use separate, independent legal counsel if they so choose at any time.

c. The parties understand that ordinarily, the attorney-client privilege protects the confidentiality of communications between an attorney and the client. By consenting to the LAW FIRM representing both parties in this transaction, CODY and POWELL understand that the attorney-client privilege will NOT protect their communications with the LAW FIRM, and that information disclosed to the LAW FIRM will be shared with the other party. If a party finds it necessary to divulge information they think is confidential, that party should seek independent counsel.

d. The parties understand that the LAW FIRM'S role as advocate for each party in this transaction, and the LAW FIRM may be less able to offer independent legal advice to each party, and each party will assume responsibility for negotiating the terms and conditions of the sale described in the AGREEMENT.

e. The parties hereby acknowledge the conflict of interest and waive it. The parties agree and consent to the LAW FIRM preparing the AGREEMENT the parties have discussed.

f. The parties understand and acknowledge that in the event any dispute arises between the parties with respect to the agreement, that both parties will have to seek independent counsel, and the LAW FIRM will not be able to represent either party in this transaction.

I understand that I have reviewed the foregoing **ACKNOWLEDGMENT AND WAIVER OF CONFLICT OF INTEREST**, and agree to its terms.

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK

CITY OF CODY, WYOMING:

LEE ANN, MAYOR

Date: _____

CYNTHIA D. BAKER, CLERK

CITY OF POWELL, WYOMING.

By: _____
JOHN WETZEL, MAYOR

Date: _____

CLERK

AGENDA ITEM SUMMARY REPORT

Authorize Pioneer Village III, LLC. to install 6 new parking lot lights and 4 new exterior building entrance lights located at 2421 Pioneer Avenue for the proposed apartment complex.

PROPOSED ACTION:

Authorize Pioneer Village III located at 2421 Pioneer Avenue, to install 6 new parking lot lights with combined lumens of 43, 722 (each light being 7,728 lumens) and 4 new exterior building mounted down lights at each of the 4 entrances, with each lumen being 2258 lumens.

SUMMARY OF INFORMATION:

Pioneer Village III, LLLP and Brett Reed with Engineering Associates are requesting a variance to the Lighting Ordinance. Pioneer Village III, LLLP is proposing another 24-unit apartment complex. The applicant and their design team have done extensive research and have reduced their original plan, which was modeled after the first two buildings that they built. The applicants were informed that their proposal does not meet the Lighting Ordinance and would have to redesign their parking lot lights and building exterior lights. They went back to the drawing board and made changes to their plan which produced a 54% reduction in light output and thus reflected light into the night sky.

But even with the changes, the applicant still cannot meet the lighting ordinance and has found that the conditions of the ordinance cannot be met for the parking lot lighting and the exterior building entrance lighting.

Pioneer Village III, LLLP is requesting authorization to install 6 new parking lot lights with combined lumens of 43, 722 (each light being 7,728 lumens) and 4 new exterior building mounted down lights at each of the 4 entrances to the building with the lumens being 2258 lumens. All the lighting will meet the 3000 Kelvins requirements. The lighting that has been chosen will keep the lighting more confined to the parking and sidewalk areas. They have added side shielding to the parking lot light fixtures to cut off the light spreading to the sides of the property. The applicant has also included motion sensing to the parking lot lights. When no motion is detected, these lights will fade over 5 minutes to 30% of their rated output. When motion is detected, they will brighten over 3 seconds to 100% of their rated output. The location of the project is at 2421 Pioneer Avenue and is within a D-3 Commercial Zone, which falls into the Outdoor Lighting Ordinances within the Building Code section.

Per the Ordinance Title 9, Chapter 8, Section 1: Outdoor Lighting. See attached Ordinance 2025-06 through 2025-10 for additional ordinance information. Title 9 Chapter 8, Section 2 of the City of Cody Code, reads:

- A. This outdoor lighting ordinance applies to all sources of outdoor light installed within the

following zones in Cody: D-1, D-2, D-3, D-4, Industrial E and Heavy Industrial Districts.

B. Existing outdoor lighting lawfully installed prior to the effective date of this ordinance which does not meet the requirements of this chapter shall be considered legal, non-conforming lighting. All legal, non-conforming lighting may continue to be used and maintained until a building, structure, or other improvement with non-conforming lighting is removed or replaced, in which case the requirements of this chapter shall apply.

Safety and Health Administration.

Title 9, Chapter 8, Section 4 of the City of Cody Code, reads:

A. The requirements described in this section shall apply whenever a building, subdivision or site plan application is submitted. The applicant shall provide the information required by the Cody Community Development Department to demonstrate compliance with these requirements.

B. Light fixtures shall be fully or partially shielded and downcast, in such a manner that no light is emitted, either directly or indirectly, at or above a horizontal plane running through the lowest light-emitting part of the light.

C. No more than .1-foot candle of direct light shall be measured at any point of the property line of the subject property.

D. The maximum correlated color temperature (CCT) of all fixtures shall be 3,000 kelvins (K).

E. No light fixture shall exceed 1,000 lumens.

The applicant has consulted with an electrical engineer on this project, and the electrical engineer indicated that there is no parking lot light fixture with 1000 lumens or less rating.

Even the small light on the building at the entry/exit doors is rated at more than 1000 lumens.

Even a 75-Watt equivalent LED bulb emits more than 1000 lumens.

Pioneer Village III, LLLP has looked at the size of the parking lot and the building and designed the parking lot and building electrical layout to try and meet the lighting ordinance. In order for them to provide safe levels of lighting for the residents of this apartment building to move between their vehicles and their apartment is not economically feasible with a 1000 lumens fixture rating. There are 6 proposed parking lot lights with combined lumens of 43, 722. If a 1000 lumen fixture were used, there would need to be 43 parking lot light poles each with a 1000 lumen light to provide the same safe illumination levels. There would need to be one between every parking spot (34), plus 1 for the ADA Ramp area, 1 at each bulb outside, 2 at the mailbox, 2 at the garbage enclosure, 1 along the sidewalk to the street, and one along the parking lot west side curb. That is seven (7) times more poles, concrete bases and labor to install and maintain. This is not feasible, nor energy and material efficient, nor aesthetically pleasing.

The applicant has provided the City of Cody with documentation on the reasoning behind the criteria for their lighting needs for this project. They have provided to the city the lighting specification for the parking lot lights and the exterior building lights, Lighting Standards for Parking Facilities, and their lighting plan layout.

The plan exceeds the 1000 lumens per lighting fixture for the Outdoor Lighting. The current ordinance does not address stadium lighting, parking lot lighting, or recreation lighting. Which require different lighting fixtures, Kelvin and lumens for these types of use. All fixtures are night sky rated, the lighting is contained primarily on the property but expands to the surrounding sidewalks.

As this is not a Zoning Ordinance, there is no action needed by the Planning, Zoning and Adjustment board. This is a Building Ordinance and will need Council approval in order to proceed with a building permit to proceed with the construction of the apartment complex.

Pioneer Village III, LLLP is requesting authorization from City Council to proceed with the installation of the parking lot and exterior building lighting plan.



FISCAL IMPACT:

N/A

ATTACHMENTS:

1. Lighting Ordinance Variance Request pkg



December 10, 2025

City Council
City of Cody
1338 Rumsey Avenue
Cody WY 82414

RE: Lighting Ordinance Variance Request for Pioneer Village III

Dear Mayor and Council Members:

We are writing to request a variance to the new lighting ordinance for the Pioneer Village III affordable housing project located on the corner of Blackburn Street and Pioneer Ave. Our specific variance request is for the below two sections in Title 9 Building Regulations of the City Code.

9-8-4:C No more than .1 foot candles of direct light shall be measured at any point of the property line of the subject property.

9-8-4:E No light fixture shall exceed 1,000 lumens.

We understand that light spillage onto a neighboring property could impair that property owner's enjoyment of their property. We also understand that a portion of the light that illuminates horizontal surfaces is reflected into the sky which is what this ordinance intends to reduce. However, we also realize that we have an obligation to our tenants and visitors to provide a safe place to park and walk to the apartment building.

To try to satisfy these two conflicting goals, the ordinance's preservation of the naturally dark sky for the benefit of residents and visitors and the Pioneer Village III owners' responsibility to provide a safe, lighted parking lot and access for the apartment building's residents and guests, we have made the following changes to the submitted lighting plan. This revised lighting plan is attached along with the accompanying fixture cut sheets.

1. We have changed the parking lot light fixture to the lowest light output that is available for this fixture. The prior proposed fixture light output, which matched the adjacent and previous phase of Pioneer Village, was rated at 13,496 lumens per fixture. The updated fixture rating is 7,287 lumens, 54% of the original proposed fixture. Please refer to pages 1 & 5 of the attached parking lot light fixture cut sheet.
2. We selected a different fixture illumination pattern to keep the light more confined to the parking and sidewalk areas. The previous pattern was TFTM and the new pattern is T3M. Please reference pages 1 & 3 of the light fixture cut sheet which is included in the attached updated lighting package.
3. We added side shielding to the parking lot light fixtures to cut off the light spreading to the sides of the property. Please refer to pages 1 & 2 of the attached parking lot light fixture cut sheet.

4. We added motion sensing to the parking lot lights. When no motion is detected, these lights will fade over 5 minutes to 30% of their rated output. When motion is detected, they will brighten over 3 seconds to 100% of their rated output. Please refer to pages 1 & 4 of the attached parking lot light fixture cut sheet.

The results of these changes are:

- A 54% reduction in light output and thus reflected light into the night sky.
- No more than 0.1 foot-candles of light at the east and west property lines and 77% of the south property line. This is an improvement compliance with the ordinance from 35% on the west, 36% on the east and 11% on the south. Where the lighting plan is out of compliance with the ordinance is less than 50 feet of the sidewalk along the north side of Pioneer Ave and we believe this to be an improvement for the safety for this sidewalk with the light level from the parking lot lights just over 0.1 foot-candles. Please refer to the attached electrical site photometric plan.

Also included is the cut sheet for the exterior building mounted down light at each of the four building entrances. This light fixture has a lumen rating of 2258 lumens. The cut sheet photometric graph shows that the horizontal illumination is less than 0.1 foot-candles greater than 30 feet from the light fixture. The closest this light is located to a property line is on the building's north entrances which are just over 31 feet from the north property line. Therefore, the light level at the north property line will be less than 0.1 ft candles and in compliance with the lighting ordinance except for the lumen rating of the fixture. At the building doorways by these lights, the ground light levels will be between 2 and 3 foot-candles.

A quick web search for safe illumination requirements is shown below for reference.

Minimum Illumination Requirements

The general requirement for illumination in active work areas is an average minimum intensity of 5 foot-candles, measured at the walking or working surface. ⓘ

Specific OSHA standards for outdoor walkways and related areas are detailed below:

Area or Operation ⓘ	Minimum Illumination (Foot-candles)	Applicable Standard
Outdoor work areas	10 ft-c	29 CFR 1915.82 (Shipyard landside)
Walkways & Exits (General Industry)	10 ft-c (recommended standard, not explicit OSHA general industry regulation)	Avetta guide citing general standards
General Landside Areas (Shipyard)	5 ft-c	29 CFR 1915.82
General Construction Areas, access ways	3 ft-c	29 CFR 1926.56
Loading Platforms, active storage areas	3 ft-c	29 CFR 1926.56
Security purposes (minimal activity)	0.5 ft-c	29 CFR 1917.123 (Marine Terminals)

Note: For areas not explicitly covered in specific standards, employers often refer to the consensus standards from the Illuminating Engineering Society (IES). ⓘ

I have included to another article on lighting standards for parking facilities which makes the case for allowing higher illumination along streets. This article is by ASIS International, formerly the American Society for Industrial Security which is the world's largest association for security professionals. For open parking as opposed to a parking garage they recommend:

"light levels range from a minimum of 0.2 footcandles in low-activity general parking and pedestrian areas to 2 footcandles in high-activity vehicle areas. Cash collection and vehicular access control areas should be maintained at a minimum of 5 footcandles."

I consulted with the electrical engineer on this project, and he indicated that there is no parking lot light fixture with 1000 lumens or less rating. Even the small light on the building at the entry/exit doors is rated at more than 1000 lumens. Even a 75-Watt equivalent LED bulb emits more than 1000 lumens.

To provide safe levels of lighting for the residents of this apartment building to move between their vehicles and their apartment is not economically feasible with a 1000 lumens fixture rating. There are 6 proposed parking lot lights with combined lumens of 43,722. If a 1000 lumen fixture were used, there would need to be 43 parking lot light poles each with a 1000 lumen light to provide the same safe illumination levels. There would need to be one between every parking spot (34) plus 1 for the ADA Ramp area, 1 at each bulb out, 2 at the mailbox, 2 at the garbage enclosure, 1 along the sidewalk to the street, and one along the parking lot west side curb. That is 7 times more poles, concrete bases, and labor to install and maintain. This is not feasible, nor energy and materials efficient, nor aesthetically pleasing.

The proposed lighting plan is compliant with the remainder of the lighting ordinance.

We are providing a format like that used for the special exemption approval process to hopefully address the concerns the City Council may have for this ordinance variance request.

- *The variance will not produce an undesirable change in the character of the neighborhood or a detriment to nearby properties;*
 - **Response:** The neighborhood currently consists of the UPS lot to the north, Pioneer Village II to the west, Blackburn Street, Woodward Tractor and House of Prayer Evangelical Church to the east and Pioneer Ave and a vacant commercial lot to the south and the assisted living facility to the southwest. Pioneer Village II has brighter lighting than what is being proposed. The lights on the north side of Pioneer III are more down directed and have a lower lumen rating than those on the UPS building. The lights won't adversely affect the traffic on Blackburn Street and Pioneer Ave as evidenced by the submitted Electrical Site Photometric Plan. The lots on the east side of Blackburn Street are all commercial, Eagle Recovery, House of Prayer, and Woodward Tractor and Rental from north to south. All three of these have exterior lighting that has fixtures with more than 1,000 lumens. The vacant lot on the south side of Pioneer Avenue will be more adversely affected by the City's non-compliant streetlights, which are neither Dark Sky compliant nor under 1000 lumens. The assisted living facility has exterior lighting fixtures that also exceed 1000 lumens. Based on the current lighting of the adjacent properties, this variance will not produce an undesirable change in the character of the neighborhood or be a detriment to the nearby properties.
- *The variance is designed to be compatible with adjacent land uses and the area or neighborhood;*
 - **Response:** The variance to the lighting ordinance is compatible with the adjacent commercial land uses which all are commercial and have lighting that is brighter than what is being proposed for this project except for the vacant commercial lot south across Pioneer Ave. This vacant lot has no lighting.

- *The variance is the minimum deviation from the specifications of this title necessary and adequate for the proposed activity, structure or use;*
 - **Response:** We are using the lowest lumen fixture for this parking light along with house side shielding and dimming to 30% when no motion is detected. Removing lights would produce uneven lighting in the parking lot and sidewalk access to the building, reducing safety.
- *The benefit sought by the applicant cannot be achieved by some other method, feasible for the applicant to pursue other than a variance;*
 - **Response:** To provide safe parking lot lighting is not feasible with light fixtures rated at 1000 lumens or less for two reasons. One, no one manufactures a parking lot light that has a 1000 lumen or less rating. Two, as light travels through air its intensity decreases exponentially. Because of this the lights would have to be lower and spaced closer together to get the same safe illumination levels at the parking lot surface. The six proposed parking lot lights have 43,722 combined lumens. There would have to be seven times more parking lot lights with 1000 lumen rating to get the same illumination for safety at the ground since your light is only 14% as bright. That is 7 times more poles, concrete bases and labor to install and maintain. This is not feasible nor aesthetically pleasing.
- *Adequate services and infrastructure are or will be available to serve the proposed activity, structure or use; and*
 - **Response:** Yes, there is adequate services and infrastructure available to serve this proposed lighting plan which uses less power than what was installed at the adjacent Pioneer Village II.
- *The variance is consistent with the goals, policies, and future land use map of the master plan.*
 - **Response:** We believe the proposed lighting plan meets the intent of the lighting ordinance which was to reduce light pollution to preserve the night skies. It is not in conflict with the future land use map of the master plan. This project is consistent with the City's goal of encouraging the development of affordable housing.

In summary we request that the city approve this variance request to the lighting ordinance for the revised lighting plan for the Pioneer Village III project. We believe this balances safety, convenience, energy efficiency, and cost, while reducing reflected light into the night sky.

Sincerely,

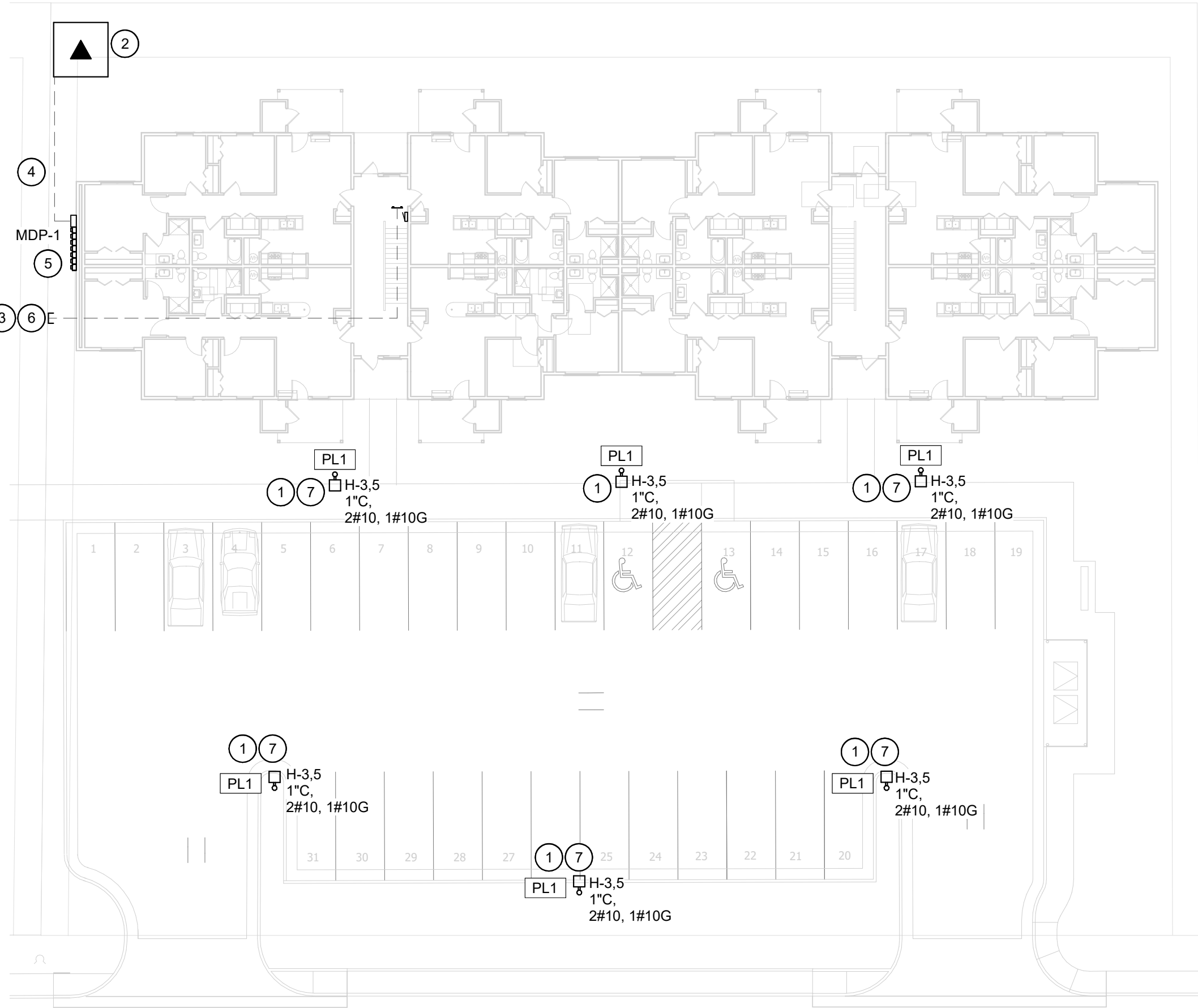
ENGINEERING ASSOCIATES



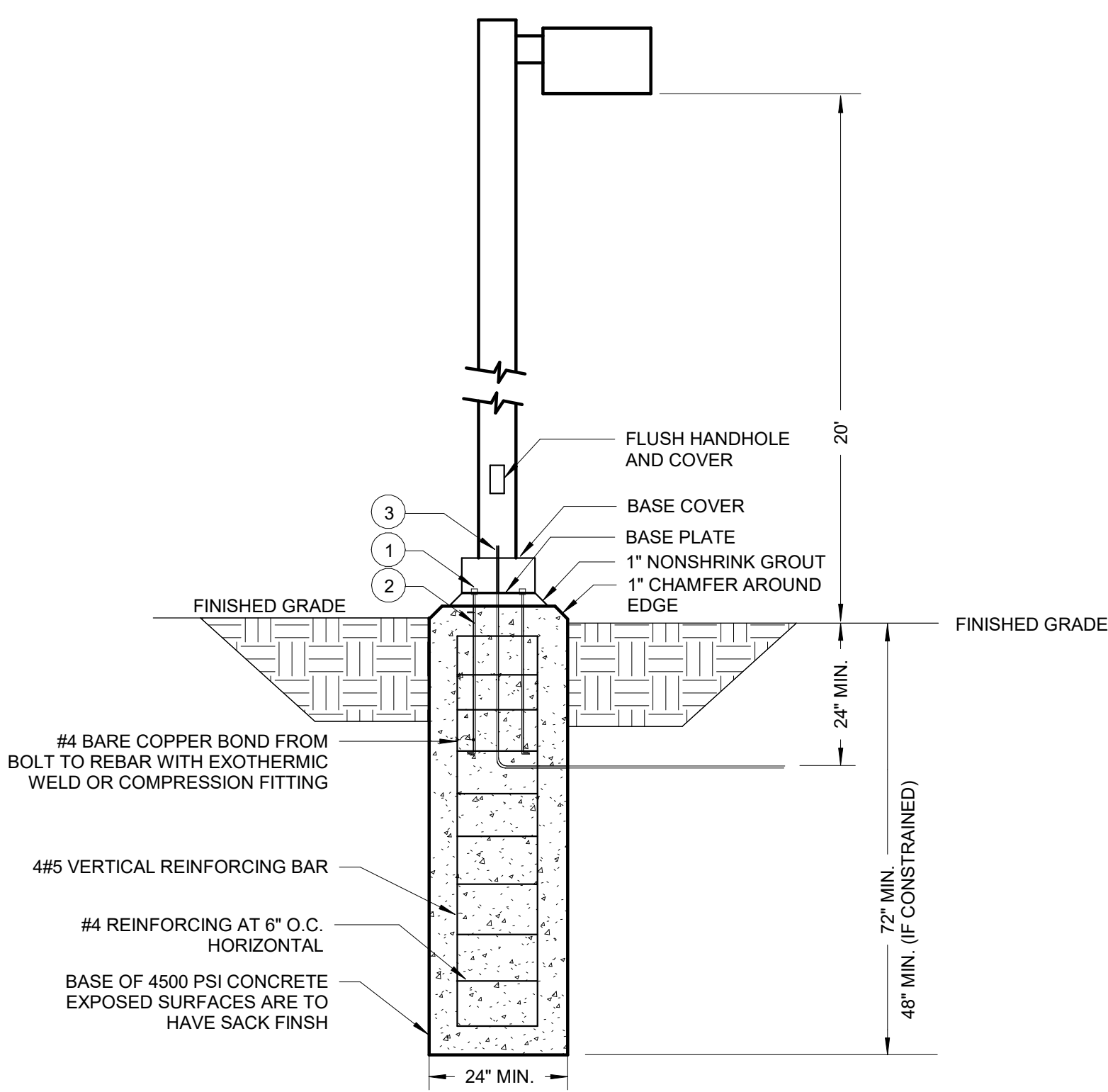
Bret J Reed, PE
Project Manager
bretreed@eaengineers.com

Enclosures (4)

cc: Pioneer Village III LLLP, Utana Dye - Community Development Director,
Jenny Cramer – City Planner, Sean Collier – City Building Official



1 ELECTRICAL SITE PLAN
SCALE: 1" = 20'-0"



POLE BASE DETAIL GENERAL NOTES:

- WHERE CONCRETE SLAB OR PAVING IS IN DIRECT CONTACT WITH POLE BASE, THE BASE IS CONSTRAINED AND THE FOOTING EMBED MAY BE REDUCED AS NOTED.

POLE BASE DETAIL KEYED NOTES:

- PROVIDE GALVANIZED LOCKNUTS AND LOCKWASHERS.
- PROVIDE ANCHOR BOLTS TO MATCH PATTERN AS PROVIDED BY MANUFACTURER.
- STUB 3/4"C-6" ABOVE POLE BASE.

2 LIGHT POLE BASE - AT GRADE
NTS

GENERAL NOTES:

- CONTRACTOR SHALL CONTACT UNDERGROUND UTILITY LOCATING SERVICE PRIOR TO EXCAVATION FOR ELECTRICAL WORK.
- CONTRACTOR IS RESPONSIBLE FOR COORDINATION WITH ALL POWER, TELEPHONE, DATA, CABLE AND ANY OTHER SITE UTILITIES INCLUDING BUT NOT LIMITED TO WATER, SEWER AND GAS INSTALLATIONS.
- THE CONTRACTOR SHALL FURNISH TRENCHING FOR THE TELEPHONE/CATV CONDUIT/CABLE PER THE LOCAL UTILITY REQUIREMENTS. COORDINATE WITH JOINT TRENCH DESIGN. CONDUIT/CABLE BY LOCAL TELEPHONE/CATV COMPANY.
- ALL UNDERGROUND SERVICE CONDUIT SHALL BE SEALED PER NEC ARTICLE 230-8.
- COORDINATE UTILITY ROUTING AND ALL REQUIREMENTS WITH LOCAL UTILITY SERVICE.
- CONTRACTOR SHALL PROVIDE #10 AWG CONDUCTORS FOR ALL CIRCUITS OF 100'-0" OR MORE UNLESS SHOWN LARGER.
- ELECTRICAL CONTRACTOR TO COORDINATE EXTERIOR LIGHT FIXTURE LOCATIONS WITH BUILDING ADDRESS LOCATIONS. COORDINATE WITH GENERAL CONTRACTOR PRIOR TO BUILDING MOUNTED EXTERIOR FIXTURE ROUGH-IN.
- WHERE FIXTURES PROJECT MORE THAN 4" FROM THE SIDE WALL INTO A PEDESTRIAN AREA, THE BOTTOM OF THE FIXTURE IS TO BE MOUNTED NO LESS THAN 6'-8" TO PREVENT A HAZARD AND MEET ADA CODE REQUIREMENTS.
- LIGHT FIXTURES HAVE BEEN DESIGNED TO MEET PHOTOMETRIC REQUIREMENTS. IF A FIXTURE IS TO BE SUBSTITUTED, A PHOTOMETRIC PLAN MUST BE SUBMITTED ALONG WITH THE REQUESTED SUBSTITUTION IN ORDER TO PROVE IT MEETS THE DESIGNED FIXTURE PROPERTIES.
- ALL SITE LIGHTING TO BE CONTROLLED BY TIMECLOCK WITH PHOTOCELL AND ASTRONOMICAL CLOCK CONTROL.

KEY NOTES:

- REFER TO DETAIL 2 ON THIS SHEET FOR SITE LIGHTING POLES NOT LOCATED NEAR PARKING AREAS.
- APPROXIMATE UTILITY TRANSFORMER LOCATION. VERIFY EXACT LOCATION WITH JOINT TRENCH DRAWINGS AND/OR UTILITY SERVICE PLANS.
- APPROXIMATE LOCATION OF TELEPHONE TERMINAL BOARD TT.B. REFER TO SHEET E2.11 FOR EXACT LOCATION.
- APPROXIMATE ROUTING OF SECONDARY. COORDINATE EXACT ROUTING AND SIZING WITH SERVING UTILITY.
- APPROXIMATE LOCATION OF BUILDING ELECTRICAL GEAR. SEE SHEET E2.11 FOR EXACT LOCATION.
- PROVIDE AND INSTALL (1)2" CONDUIT FOR TELEPHONE SERVICE AND (1)2" CONDUIT FOR CATV SERVICE STUBBED/CAPPED AND IDENTIFIED TO 5'-0" OUTSIDE BUILDING FOUNDATION. COORDINATE REQUIREMENTS WITH JOINT TRENCH DRAWINGS AND/OR UTILITY SERVICE PLANS.
- ELECTRICAL CONTRACTOR TO PROVIDE HOUSE SHIELD IN DIRECTION OF PROPERTY LINE.

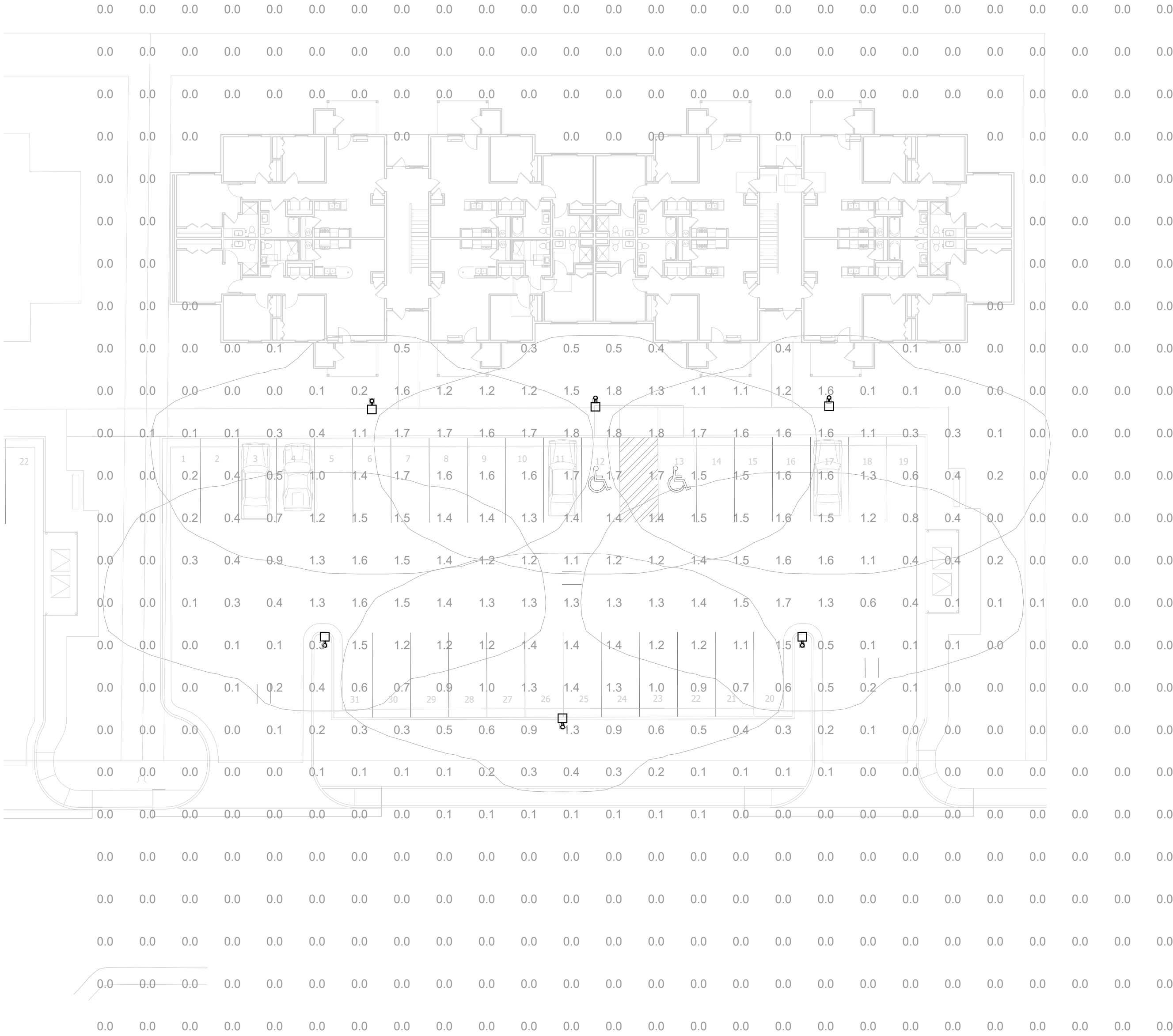
ISSUE		
●	PRELIMINARY REVIEW SUBMITTAL	
○	50% REVIEW SUBMITTAL	
○	95% REVIEW SUBMITTAL	
○	100% FINAL REVIEW SUBMITTAL	
○	PERMIT SUBMITTAL	
○	BID SET	
○	CONSTRUCTION SET	
REV	DESCRIPTION	DATE

Use of these drawings shall be restricted to the original project site for which they were prepared. Publication thereof is expressly limited to such use. Any reuse or reproduction by any method in whole or in part is prohibited. Ownership and title to these documents shall remain the property of Gavin-Hanks Architecture Studio, p.c. Visual contact with these plans shall constitute prima facie evidence of the acceptance of these restrictions.

Project Number 24-063
Project Issue Date Dec. 03, 2025

ELECTRICAL SITE
PLAN

E1.00

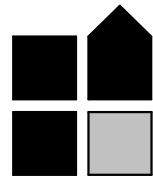


1 ELECTRICAL PHOTOMETRIC SITE PLAN
SCALE: 1" = 20'-0"



GENERAL NOTES:

- A. VALUES SHOWN INDICATE ESTIMATED ILLUMINATION LEVEL AT GRADE IN FOOT-CANDLES.
- B. SEE SHEET E3.02 FOR LUMINAIRE SCHEDULE.



Gavin-Hanks
ARCHITECTS

1605 STEPHENS
AVENUE
MISSOULA, MT 59801
406.543.1477
www.gavin-hanks.com

PRELIMINARY REVIEW
NOT FOR CONSTRUCTION



DC ENGINEERING
Careful listening. Dynamic solutions.
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Phone: 208.288.2181 Project: 25GHA07



HOUSING
SOLUTIONS

**Pioneer
Village III**
Cody, Wyoming

ISSUE

- PRELIMINARY REVIEW SUBMITTAL
- 50% REVIEW SUBMITTAL
- 95% REVIEW SUBMITTAL
- 100% FINAL REVIEW SUBMITTAL
- PERMIT SUBMITTAL
- BID SET
- CONSTRUCTION SET

REV DESCRIPTION

DATE

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Project Number 24-063
Project Issue Date Dec. 03, 2025

**ELECTRICAL SITE
PHOTOMETRIC
PLAN**

E1.01

Project Name: Pioneer Village Phase III																														
Lighting Control Sequence of Operations																														
Space type or Room Description						Time Clock		Wall Switch / Occupancy Sensor						Daylight Sensor		NOTES:														
	VACANCY MODE (MANUAL ON)	OCCUPANCY MODE (AUTO ON)	OCCUPANCY MODE (AUTO ON 50%) MANUAL OVERRIDE 100%	SENSOR TIME OUT PERIOD (IN MINUTES)	HIGH/LOW OPERATION: OCCUPIED: 100% / VACANT: 30%	SCHEDULED ON AT:	AFTER HOURS OVERRIDE SWITCH (2 HOURS)	EXTERIOR PHOTOCELL - ON / OFF	ON / OFF ONLY	DIMMER SWITCH	KEY SWITCH	SCENE SWITCH	OCCUPANCY MODE (AUTO ON)	GRAPHIC WALL STATION	INDOOR - ON/OFF ONLY	INDOOR - DIMMING	LIGHT LEVEL MAINTAINED AT (IN FOOT CANDLES @ 2'6" A.F.F.)	1. ALL 0-10V DIMMABLE LIGHTING TO HAVE GREY / PINK WIRES CONNECTED. 2. SEE DRAWINGS FOR BASIS OF DESIGN DEVICE LOCATIONS												
CORRIDOR			X								X							OCCUPANCY SENSOR SHALL BE CAPABLE OF AUTOMATICALLY REDUCING LIGHTING POWER BY NOT MORE THAN 50% WHEN THE AREA IS UNOCCUPIED.												
STAIRWELL			X								X							OCCUPANCY SENSOR SHALL BE CAPABLE OF AUTOMATICALLY REDUCING LIGHTING POWER BY NOT MORE THAN 50% WHEN THE AREA IS UNOCCUPIED.												
STORAGE RMS/ JANITOR													X					WALL OCCUPANCY SENSOR WITH OVERRIDE SWITCH												
ELEC RM/ MECH RM									X									SWITCH ONLY. NO AUTOMATIC CONTROL DUE TO SAFETY												
RISER RM													X					WALL OCCUPANCY SENSOR WITH OVERRIDE SWITCH												
EXTERIOR LIGHTING - SOFFIT/ FACADE (SIGNS)						X												TIMECLOCK CONTROLLED VIA LIGHTING CONTROL PANEL. AUTO SHUTOFF NO LATER THAN 1 HOUR AFTER BUSINESS CLOSING TO NO EARLIER THAN 1 HOUR BEFORE BUSINESS OPENING												
EXTERIOR LIGHTING						X												TIMECLOCK CONTROLLED VIA LIGHTING CONTROL PANEL. AUTO SHUTOFF DURING DAYLIGHT HOURS												

LUMINAIRE SCHEDULE - PIONEER VILLAGE PHASE III							
LUMINAIRE	MANUFACTURER	CATALOG NUMBER	LAMPS	INPUT WATTS	VOLTAGE	MOUNTING	COMMENTS
A	LIGHTOLIER	S7R 8 35K 10	LED	15	120	CEILING	
A2	LIGHTOLIER	S5R 8 35K 10	LED	10	120	CEILING	
B	BROWNLEE	2062 16 BN C24 35K ES	LED	23	120	CEILING	
B2	BROWNLEE	2062 10 BN C09 35K ES	LED	9	120	CEILING	
B3	BROWNLEE	2062 16 BN C17 35K BLD ES	LED	17	120	CEILING	
CF	EMERSON	CF713BS		39	120	CEILING	Note #6
EG1	LITHONIA	ELM2L	LED	5	120	WALL/CEILING	Note #2
G	NICOR	OWCR4 D 10 22 MV 30 BZ	LED	22	120	WALL	
H	BROWNLEE	7612 C49 35K BLD ES		45	120	WALL/CEILING	
PL1	LITHONIA	DSX1 P1 30K TFTM MVOLT PIRH DDBXD	LED	52	208	POLE	
POLE PL1	LITHONIA	RTS 20-0 6-6B PT DM19AS VD TP UL DDBXD				CONCRETE FOUNDATION	Note #5
V	BROWNLEE	5176 24 BN H16 35K ES	LED	16	120	WALL	Note #3
X	LITHONIA	LQM SW3R 120/277 ELN	LED	5	120	WALL/CEILING	Note #2
X2	LITHONIA	LHQM LED R HO	LED	5	120	WALL	Note #2
X2R	LITHONIA	ELA BTQWP L0309	LED	3	120	WALL/CEILING	Note #2
Notes: General Note: Contractor shall provide and coordinate all fixture mounting accessories. 1. Provide w/integral occupancy sensor. 2. Provide an unswitched circuit for the battery charger. 3. Coordinate installation height and location with owner and architect. 4. Provide appropriate power supply and dimming capabily equipment. 5. Provide wind rated pole for area. Refer to mounting details for base. 6. Energy Star required.							

PRELIMINARY REVIEW
NOT FOR CONSTRUCTION

Pioneer
Villiage III
Cody, Wyoming

ISSUE	
☒ PRELIMINARY REVIEW SUBMITTAL	
☐ 50% REVIEW SUBMITTAL	
☐ 95% REVIEW SUBMITTAL	
☐ 100% FINAL REVIEW SUBMITTAL	
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☐ CONSTRUCTION SET	
REV DESCRIPTION	DATE

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Project Number24-063
Project Issue DateDec. 03, 2025

ELECTRICAL
LIGHTING
CONTROLS AND
LUMINAIRE
SCHEDULE

E3.01



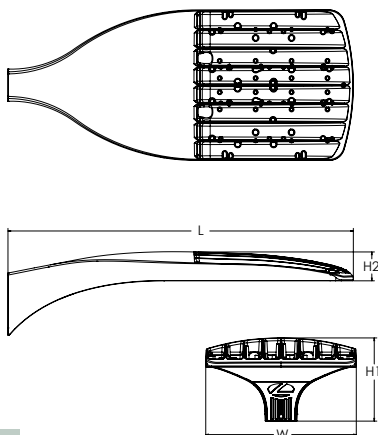
D-Series Size 1 LED Area Luminaire



d#series

Specifications

EPA:	0.69 ft ² (0.06 m ²)
Length:	32.71" (83.1 cm)
Width:	14.26" (36.2 cm)
Height H1:	7.88" (20.0 cm)
Height H2:	2.73" (6.9 cm)
Weight:	34 lbs (15.4 kg)



Design Select options indicated by this color background.

Catalog
Number

Notes

Type

Hit the Tab key or mouse over the page to see all interactive elements.

Introduction

The modern styling of the D-Series features a highly refined aesthetic that blends seamlessly with its environment. The D-Series offers the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire.

The photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. D-Series outstanding photometry aids in reducing the number of poles required in area lighting applications with typical energy savings of 65% and expected service life of over 100,000 hours.



design select

Items marked by a shaded background qualify for the Design Select program and ship in 15 days or less. To learn more about Design Select, visit www.acuitybrands.com/designselect.

*See ordering tree for details

Ordering Information

EXAMPLE: DSX1 LED P7 40K 70CRI T3M MVOLT SPA NLTAIR2 PIRHN DDBXD

DSX1 LED								
Series	LEDs	Color temperature ²	Color Rendering Index ²	Distribution		Voltage	Mounting	
DSX1 LED	Forward optics		(this section 70CRI only)		AFR Automotive front row	T5M Type V medium	MVOLT (120V-277V) ⁴	Shipped included
	P1	P6	30K 3000K	70CRI	T1S Type I short	T5LG Type V low glare	HVOLT (347V-480V) ^{5,6}	SPA Square pole mounting (#8 drilling)
	P2	P7	40K 4000K	70CRI	T2M Type II medium	T5W Type V wide	XVOLT (277V - 480V) ^{7,8}	RPA Round pole mounting (#8 drilling)
	P3	P8	50K 5000K	70CRI	T3M Type III medium	BLC3 Type III backlight control ³	120 ^{16, 26}	SPA5 Square pole mounting #5 drilling ⁹
	P4	P9			T3LG Type III low glare ³	BLC4 Type IV backlight control ³	208 ^{16, 26}	RPA5 Round pole mounting #5 drilling ⁹
	P5		27K 2700K	80CRI	T4M Type IV medium		240 ^{16, 26}	SPA8N Square narrow pole mounting #8 drilling
			30K 3000K	80CRI	T4LG Type IV low glare ³	LCCO Left corner cutoff ³	277 ^{16, 26}	
			35K 3500K	80CRI	TFTM Forward throw medium	RCCO Right corner cutoff ³	347 ^{16, 26}	
	P10 ¹	P12 ¹	40K 4000K	80CRI			480 ^{16, 26}	
	P11 ¹	P13 ¹	50K 5000K	80CRI				

Control options	Other options	Finish (required)
Shipped installed	Shipped installed	DDBXD Dark Bronze
NLTAIR2 PIRHN nLight AIR gen 2 enabled with bi-level motion / ambient sensor, 8-40' mounting height, ambient sensor enabled at 2fc. ^{11,12,20,21}	SPD20KV 20KV surge protection	DBLXD Black
PIR High/low, motion/ambient sensor, 8-40' mounting height, ambient sensor enabled at 2fc. ^{11,12,20,21}	HS Houseside shield (black finish standard) ²²	DNAXD Natural Aluminum
PER NEMA twist-lock receptacle only (controls ordered separately) ¹⁴	L90 Left rotated optics ¹	DWHXD White
PER5 Five-pin receptacle only (controls ordered separate) ^{14,21}	R90 Right rotated optics ¹	DDBTXD Textured dark bronze
	CCE Coastal Construction ²³	DBLBXD Textured black
	HA 50°C ambient operation ²⁴	DNATXD Textured natural aluminum
	BAA Buy America(n) Act and/or Build America Buy America Qualified	DWHGXD Textured white
	SF Single fuse (120, 277, 347V) ²⁵	
	DF Double fuse (208, 240, 480V) ²⁶	
	Shipped separately	
	EGSR External Glare Shield (reversible, field install required, matches housing finish)	
	BSDB Bird Spikes (field install required)	



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DSX1-LED
Rev. 08/28/25
Page 1 of 10

Ordering Information

Accessories

Ordered and shipped separately.

DLL127F 1.5 JU	Photocell - SSL twist-lock (120-277V) ²⁵
DLL347F 1.5 CUL JU	Photocell - SSL twist-lock (347V) ²⁵
DLL480F 1.5 CUL JU	Photocell - SSL twist-lock (480V) ²⁵
DSHORT SBK	Shorting cap ²⁵
DSX1HS P#	House-side shield (enter package number 1-13 in place of #)
DSXRPA (FINISH)	Round pole adapter (#8 drilling, specify finish)
DSXSPA5 (FINISH)	Square pole adapter #5 drilling (specify finish)
DSXRPA5 (FINISH)	Round pole adapter #5 drilling (specify finish)
DSX1EGSR (FINISH)	External glare shield (specify finish)
DSX1BSDB (FINISH)	Bird spike deterrent bracket (specify finish)

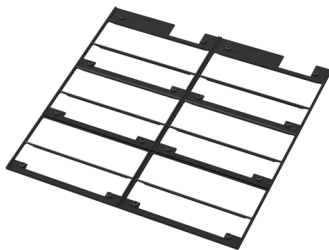
NOTES

- Rotated optics available with packages P10, P11, P12 and P13. Must be combined with option L90 or R90.
- 30K, 40K, and 50K available in 70CRI and 80CRI. 27K and 35K only available with 80CRI. Contact Technical Support for other possible combinations.
- T3LG, T4LG, BLC3, BLC4, LCCO, RCCO not available with option HS.
- MVOLT driver operates on any line voltage from 120-277V (50/60 Hz).
- HVOLT driver operates on any line voltage from 347-480V (50/60 Hz).
- HVOLT not available with package P1 and P10 when combined with option NLTAIR2 PIRHN or option PIR.
- XVOLT operates with any voltage between 277V and 480V (50/60 Hz).
- XVOLT not available in packages P1 or P10. XVOLT not available with P1, P2, P5, P7, P9, P10, P11 and P13 when combined with option NLTAIR2 PIRHN or PIR. XVOLT not available with fusing (SF or DF).
- SPA5 and RPA5 for use with #5 drilling only (Not for use with #8 drilling).
- WBA cannot be combined with Type 5 distributions plus photocell (PER).
- NLTAIR2 and PIRHN must be ordered together. For more information on nLight AIR2 visit this [link](#).
- NLTAIR2 PIRHN not available with other controls including PIR, PER, PER5, PER7, FAO, BL30, BL50, DMG and DS. NLTAIR2 PIRHN not available with P1 and P10 using HVOLT.
- PIR not available with NLTAIR2 PIRHN, PER, PER5, PER7, FAO BL30, BL50, DMG and DS.
- PER/PER5/PER7 not available with NLTAIR2 PIRHN, PIR, BL30, BL50, FAO, DMG and DS. Photocell ordered and shipped as a separate line item from Acuity Brands Controls. See accessories. Shorting Cap included.
- FAO not available with other dimming control options NLTAIR2 PIRHN, PIR, PER5, PER7, BL30, BL50, DMG and DS.
- BL30 and BL50 are not available with NLTAIR2 PIRHN, PIR, PER, PER5, PER7, FAO, DMG and DS. BL30 or BL50 must specify 120 or 277V.
- DMG not available with NLTAIR2 PIRHN, PIR, PER, PER5, PER7, BL30, BL50, FAO and DS.
- DS not available with NLTAIR2 PIRHN, PIR, PER, PER5, PER7, BL30, BL50, FAO and DMG.
- DS requires (2) separately switched circuits. DS provides 50/50 fixture operation via (2) different sets of leads using (2) drivers. DS only available with packages P8, P9, P10, P11, P12 and P13.
- Reference Motion Sensor Default Settings table on page 4 to see functionality.
- Reference Controls Options table on page 4.
- HS not available with T3LG, T4LG, BLC3, BLC4, LCCO and RCCO distribution. Also available as a separate accessory; see Accessories information.
- CCE option not available with option BS and EGSR. Contact Technical Support for availability.
- Option HA not available with performance packages P4, P5, P7, P8, P9 and P13.
- Requires luminaire to be specified with PER, PER5 or PER7 option. See Controls Table on page 4.
- Single fuse (SF) requires 120V, 277V, or 347V. Double fuse (DF) requires 208V, 240V or 480V. XVOLT not available with fusing (SF or DF).

Shield Accessories



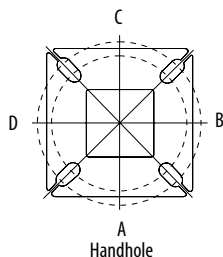
External Glare Shield (EGSR)



House Side Shield (HS)

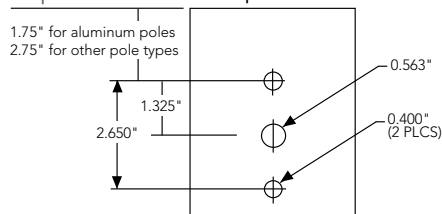
Drilling

HANDHOLE ORIENTATION



Template #8

Top of Pole



Tenon Mounting Slipfitter

Tenon O.D.	Mounting	Single Unit	2 @ 180	2 @ 90	3 @ 90	3 @ 120	4 @ 90
2-3/8"	RPA	AS3-5 190	AS3-5 280	AS3-5 290	AS3-5 390	AS3-5 320	AS3-5 490
2-7/8"	RPA	AST25-190	AST25-280	AST25-290	AST25-390	AST25-320	AST25-490
4"	RPA	AST35-190	AST35-280	AST35-290	AST35-390	AST35-320	AST35-490

Mounting Option	Drilling Template	Single	2 @ 180	2 @ 90	3 @ 90	3 @ 120	4 @ 90
Head Location		Side B	Side B & D	Side B & C	Side B, C & D	Round Pole Only	Side A, B, C & D
Drill Nomenclature	#8	DM19AS	DM28AS	DM29AS	DM39AS	DM32AS	DM49AS
Minimum Acceptable Outside Pole Dimension							
SPA	#8	3.5"	3.5"	3.5"	3.5"		3.5"
RPA	#8	3"	3"	3"	3"	3"	3"
SPA5	#5	3"	3"	3"	3"		3"
RPA5	#5	3"	3"	3"	3"	3"	3"
SPA8N	#8	3"	3"	3"	3"		3"

DSX1 Area Luminaire - EPA

*Includes luminaire and integral mounting arm. Other tenons, arms, brackets or other accessories are not included in this EPA data.

Fixture Quantity & Mounting Configuration	Single DM19	2 @ 180 DM28	2 @ 90 DM29	3 @ 90 DM39	3 @ 120 DM32	4 @ 90 DM49
Mounting Type						
DSX1 with SPA	0.69	1.38	1.23	1.54	---	1.58
DSX1 with SPA5, SPA8N	0.70	1.40	1.30	1.66	---	1.68
DSX1 with RPA, RPA5	0.70	1.40	1.30	1.66	1.60	1.68
DSX1 with MA	0.83	1.66	1.50	2.09	2.09	2.09



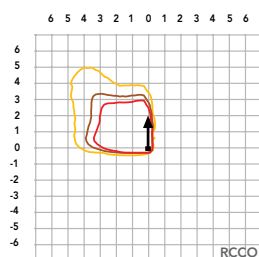
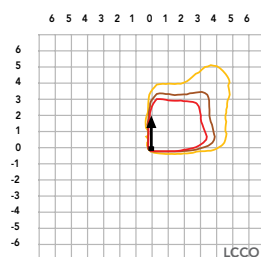
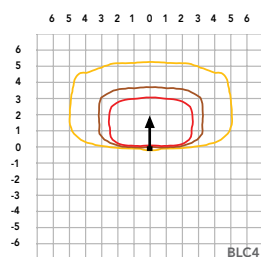
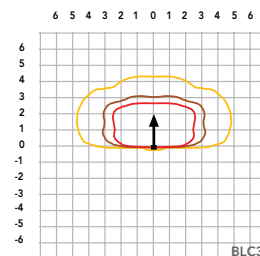
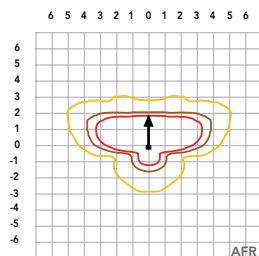
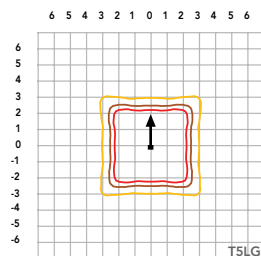
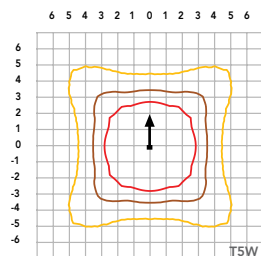
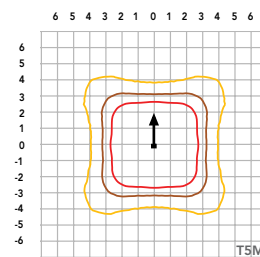
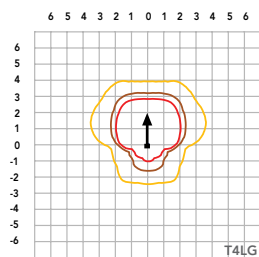
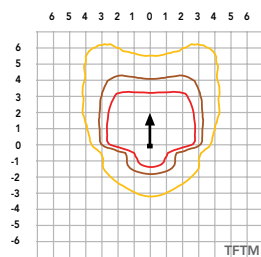
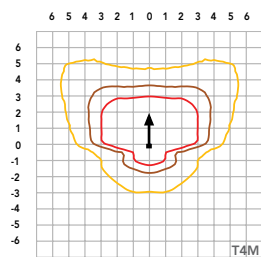
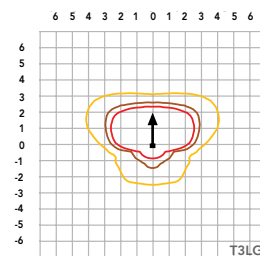
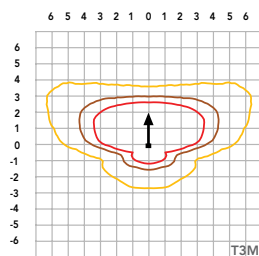
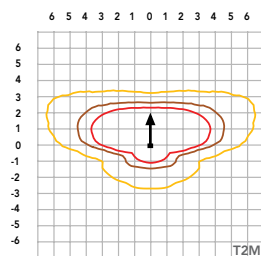
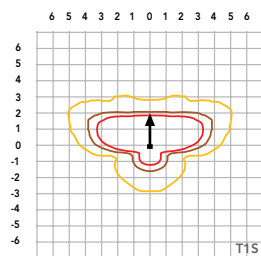
Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit Lithonia Lighting's [homepage](#).

Isofootcandle plots for the DSX1 LED P9 40K 70CRI. Distances are in units of mounting height (25').

LEGEND

- 0.1 fc
- 0.5 fc
- 1.0 fc



Performance Data

Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

Ambient		Lumen Multiplier
0°C	32°F	1.04
5°C	41°F	1.04
10°C	50°F	1.03
15°C	59°F	1.02
20°C	68°F	1.01
25°C	77°F	1.00
30°C	86°F	0.99
35°C	95°F	0.98
40°C	104°F	0.97

Projected LED Lumen Maintenance

Data references the extrapolated performance projections for the platforms noted in a **25°C ambient**, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11).

To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Operating Hours	Lumen Maintenance Factor
0	1.00
25,000	0.95
50,000	0.90
100,000	0.81

FAO Dimming Settings

FAO Position	% Wattage	% Lumen Output
8	100%	100%
7	93%	95%
6	80%	85%
5	66%	73%
4	54%	61%
3	41%	49%
2	29%	36%
1	15%	20%

*Note: Calculated values are based on original performance package data. When calculating new values for given FAO position, use maximum published values by package listed on specification sheet (input watts and lumens by optic type).

Electrical Load

	Performance Package	LED Count	Drive Current (mA)	Wattage	Current (A)					
					120V	208V	240V	277V	347V	480V
Forward Optics (Non-Rotated)	P1	30	530	51	0.42	0.24	0.21	0.18	0.15	0.11
	P2	30	700	68	0.56	0.33	0.28	0.24	0.20	0.14
	P3	30	1050	104	0.85	0.49	0.43	0.37	0.29	0.21
	P4	30	1250	125	1.03	0.60	0.52	0.45	0.36	0.26
	P5	30	1400	142	1.15	0.66	0.58	0.50	0.40	0.29
	P6	40	1250	167	1.38	0.79	0.69	0.60	0.48	0.34
	P7	40	1400	188	1.54	0.89	0.77	0.67	0.53	0.38
	P8	60	1100	216	1.80	1.04	0.90	0.78	0.62	0.45
	P9	60	1400	279	2.31	1.33	1.15	1.00	0.80	0.58
Rotated Optics (Requires L90 or R90)	P10	60	530	101	0.84	0.49	0.42	0.37	0.29	0.21
	P11	60	700	135	1.12	0.65	0.56	0.49	0.39	0.28
	P12	60	1050	206	1.72	0.99	0.86	0.74	0.59	0.43
	P13	60	1400	279	2.30	1.33	1.15	1.00	0.79	0.57

LED Color Temperature / Color Rendering Multipliers

	70 CRI		80CRI		90CRI	
	Lumen Multiplier	Availability	Lumen Multiplier	Availability	Lumen Multiplier	Availability
5000K	102%	Standard	92%	Extended lead-time	71%	(see note)
4000K	100%	Standard	92%	Extended lead-time	67%	(see note)
3500K	100%	(see note)	90%	Extended lead-time	63%	(see note)
3000K	96%	Standard	87%	Extended lead-time	61%	(see note)
2700K	94%	(see note)	85%	Extended lead-time	57%	(see note)

Note: Some LED types are available as per special request. Contact Technical Support for more information.

Motion Sensor Default Settings

Option	Unoccupied Dimmed Level	High Level (when occupied)	Photocell Operation	Dwell Time	Ramp-up Time	Dimming Fade Rate
PIR	30%	100%	Enabled @ 2FC	7.5 min	3 sec	5 min
NLTAIR2 PIRHN	30%	100%	Enabled @ 2FC	7.5 min	3 sec	5 min

Controls Options

Nomenclature	Description	Functionality	Primary control device	Notes
FAO	Field adjustable output device installed inside the luminaire; wired to the driver dimming leads.	Allows the luminaire to be manually dimmed, effectively trimming the light output.	FAO device	Cannot be used with other controls options that need the 0-10V leads
DS (not available on DSX0)	Drivers wired independently for 50/50 luminaire operation	The luminaire is wired to two separate circuits, allowing for 50/50 operation.	Independently wired drivers	Requires two separately switched circuits. Consider nLight AIR as a more cost effective alternative.
PERS or PER7	Twist-lock photocell receptacle	Compatible with standard twist-lock photocells for dusk to dawn operation, or advanced control nodes that provide 0-10V dimming signals.	Twist-lock photocells such as DLL Elite or advanced control nodes such as ROAM.	Pins 4 & 5 to dimming leads on driver, Pins 6 & 7 are capped inside luminaire. Cannot be used with other controls options that need the 0-10V leads.
PIR	Motion sensor with integral photocell. Sensor suitable for 8' to 40' mounting height.	Luminaires dim when no occupancy is detected.	Acuity Controls rSBG	Cannot be used with other controls options that need the 0-10V leads.
NLTAIR2 PIRHN	nLight AIR enabled luminaire for motion sensing, photocell and wireless communication.	Motion and ambient light sensing with group response. Scheduled dimming with motion sensor over-ride when wirelessly connected to the nLight Eclipse.	nLight Air rSBG	nLight AIR sensors can be programmed and commissioned from the ground using the CIAIRity Pro app. Cannot be used with other controls options that need the 0-10V leads.
BL30 or BL50	Integrated bi-level device that allows a second control circuit to switch all light engines to either 30% or 50% light output	BLC device provides input to 0-10V dimming leads on all drivers providing either 100% or dimmed (30% or 50%) control by a secondary circuit	BLC UVOLT1	BLC device is powered off the 0-10V dimming leads, thus can be used with any input voltage from 120 to 480V



Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of configurations shown within the tolerances described within LM-79. Contact factory for performance data on any configurations not shown here.

Forward Optics																			
Performance Package	System Watts	LED Count	Drive Current (mA)	Distribution Type	30K					40K					50K				
					(3000K, 70 CRI)					(4000K, 70 CRI)					(5000K, 70 CRI)				
					Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
P1	51W	30	530	T1S	7,776	1	0	2	153	8,104	1	0	2	159	8,262	1	0	2	162
				T2M	7,203	1	0	3	142	7,507	2	0	3	147	7,653	2	0	3	150
				T3M	7,287	1	0	3	143	7,594	1	0	3	149	7,742	1	0	3	152
				T3LG	6,509	1	0	1	128	6,783	1	0	1	133	6,916	1	0	1	136
				T4M	7,395	1	0	3	145	7,707	1	0	3	151	7,857	1	0	3	154
				T4LG	6,726	1	0	1	132	7,010	1	0	1	138	7,146	1	0	1	140
				TFTM	7,446	1	0	3	146	7,760	1	0	3	152	7,912	1	0	3	155
				T5M	7,609	3	0	2	149	7,930	3	0	2	156	8,084	3	0	2	159
				T5W	7,732	3	0	2	152	8,058	4	0	2	158	8,215	4	0	2	161
				T5LG	7,631	3	0	1	150	7,953	3	0	1	156	8,108	3	0	1	159
				BLC3	5,300	0	0	2	104	5,524	0	0	2	109	5,631	0	0	2	111
				BLC4	5,474	0	0	3	108	5,705	0	0	3	112	5,816	0	0	3	114
				RCCO	5,348	0	0	2	105	5,573	0	0	2	109	5,682	0	0	2	112
				LCCO	5,348	0	0	2	105	5,573	0	0	2	109	5,682	0	0	2	112
				AFR	7,776	1	0	2	153	8,104	1	0	2	159	8,262	1	0	2	162
P2	68W	30	700	T1S	9,997	1	0	2	147	10,418	1	0	2	154	10,621	1	0	2	157
				T2M	9,260	2	0	3	137	9,651	2	0	3	142	9,839	2	0	3	145
				T3M	9,368	2	0	3	138	9,763	2	0	3	144	9,953	2	0	3	147
				T3LG	8,368	1	0	2	123	8,721	1	0	2	129	8,891	1	0	2	131
				T4M	9,507	2	0	3	140	9,909	2	0	3	146	10,102	2	0	3	149
				T4LG	8,647	1	0	2	128	9,012	1	0	2	133	9,187	1	0	2	136
				TFTM	9,573	2	0	3	141	9,977	2	0	3	147	10,172	2	0	3	150
				T5M	9,782	4	0	2	144	10,195	4	0	2	150	10,393	4	0	2	153
				T5W	9,940	4	0	2	147	10,360	4	0	2	153	10,562	4	0	2	156
				T5LG	9,810	3	0	1	145	10,224	3	0	1	151	10,423	3	0	1	154
				BLC3	6,814	0	0	2	101	7,101	0	0	2	105	7,240	0	0	2	107
				BLC4	7,038	0	0	3	104	7,334	0	0	3	108	7,477	0	0	3	110
				RCCO	6,875	1	0	2	101	7,165	1	0	2	106	7,305	1	0	2	108
				LCCO	6,875	1	0	2	101	7,165	1	0	2	106	7,305	1	0	2	108
				AFR	9,997	1	0	2	147	10,418	1	0	2	154	10,621	1	0	2	157
P3	102W	30	1050	T1S	14,093	2	0	2	138	14,687	2	0	2	144	14,973	2	0	2	147
				T2M	13,055	2	0	3	128	13,605	2	0	3	133	13,871	2	0	3	136
				T3M	13,206	2	0	4	129	13,763	2	0	4	135	14,031	2	0	4	137
				T3LG	11,797	2	0	2	115	12,294	2	0	2	120	12,534	2	0	2	123
				T4M	13,403	2	0	4	131	13,968	2	0	4	137	14,241	2	0	4	139
				T4LG	12,190	2	0	2	119	12,704	2	0	2	124	12,952	2	0	2	127
				TFTM	13,496	2	0	4	132	14,065	2	0	4	138	14,339	2	0	4	140
				T5M	13,790	4	0	2	135	14,371	4	0	2	141	14,652	4	0	2	143
				T5W	14,013	4	0	3	137	14,605	4	0	3	143	14,889	4	0	3	146
				T5LG	13,830	3	0	2	135	14,413	3	0	2	141	14,694	3	0	2	144
				BLC3	9,606	0	0	2	94	10,011	0	0	2	98	10,206	0	0	2	100
				BLC4	9,921	0	0	3	97	10,340	0	0	3	101	10,541	0	0	3	103
				RCCO	9,692	1	0	2	95	10,101	1	0	2	99	10,298	1	0	2	101
				LCCO	9,692	1	0	2	95	10,101	1	0	2	99	10,298	1	0	2	101
				AFR	14,093	2	0	2	138	14,687	2	0	2	144	14,973	2	0	2	147

Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of configurations shown within the tolerances described within LM-79. Contact factory for performance data on any configurations not shown here.

Forward Optics

Performance Package	System Watts	LED Count	Drive Current (mA)	Distribution Type	30K					40K					50K				
					(3000K, 70 CRI)					(4000K, 70 CRI)					(5000K, 70 CRI)				
					Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
P4	124W	30	1250	T1S	16,416	2	0	3	132	17,109	2	0	3	138	17,442	2	0	3	141
				T2M	15,207	3	0	4	123	15,849	3	0	4	128	16,158	3	0	4	130
				T3M	15,383	2	0	4	124	16,032	2	0	4	129	16,345	2	0	4	132
				T3LG	13,742	2	0	2	111	14,321	2	0	2	116	14,600	2	0	2	118
				T4M	15,613	2	0	4	126	16,272	2	0	4	131	16,589	2	0	4	134
				T4LG	14,200	2	0	2	115	14,799	2	0	2	119	15,087	2	0	2	122
				TFTM	15,721	2	0	4	127	16,384	2	0	4	132	16,703	2	0	4	135
				T5M	16,063	4	0	2	130	16,741	4	0	2	135	17,067	4	0	2	138
				T5W	16,324	5	0	3	132	17,013	5	0	3	137	17,344	5	0	3	140
				T5LG	16,110	3	0	2	130	16,790	4	0	2	135	17,117	4	0	2	138
				BLC3	11,190	0	0	3	90	11,662	0	0	3	94	11,889	0	0	3	96
				BLC4	11,557	0	0	3	93	12,044	0	0	3	97	12,279	0	0	3	99
				RCCO	11,291	1	0	3	91	11,767	1	0	3	95	11,996	1	0	3	97
				LCCO	11,291	1	0	3	91	11,767	1	0	3	95	11,996	1	0	3	97
				AFR	16,416	2	0	3	132	17,109	2	0	3	138	17,442	2	0	3	141
P5	138W	30	1400	T1S	18,052	2	0	3	131	18,814	2	0	3	136	19,180	2	0	3	139
				T2M	16,723	3	0	4	121	17,428	3	0	4	126	17,768	3	0	4	129
				T3M	16,917	3	0	4	122	17,630	3	0	4	128	17,974	3	0	4	130
				T3LG	15,111	2	0	2	109	15,749	2	0	2	114	16,055	2	0	2	116
				T4M	17,169	3	0	5	124	17,893	3	0	5	130	18,242	3	0	5	132
				T4LG	15,615	2	0	2	113	16,274	2	0	2	118	16,591	2	0	2	120
				TFTM	17,288	2	0	4	125	18,017	2	0	5	130	18,368	3	0	5	133
				T5M	17,664	5	0	3	128	18,410	5	0	3	133	18,768	5	0	3	136
				T5W	17,951	5	0	3	130	18,708	5	0	3	135	19,073	5	0	3	138
				T5LG	17,716	4	0	2	128	18,463	4	0	2	134	18,823	4	0	2	136
				BLC3	12,305	0	0	3	89	12,824	0	0	3	93	13,074	0	0	3	95
				BLC4	12,709	0	0	4	92	13,245	0	0	4	96	13,503	0	0	4	98
				RCCO	12,416	1	0	3	90	12,940	1	0	3	94	13,192	1	0	3	95
				LCCO	12,416	1	0	3	90	12,940	1	0	3	94	13,192	1	0	3	95
				AFR	18,052	2	0	3	131	18,814	2	0	3	136	19,180	2	0	3	139
P6	165W	40	1250	T1S	21,031	2	0	3	127	21,918	2	0	3	133	22,345	2	0	3	135
				T2M	19,482	3	0	4	118	20,303	3	0	4	123	20,699	3	0	4	125
				T3M	19,708	3	0	5	119	20,539	3	0	5	124	20,939	3	0	5	127
				T3LG	17,604	2	0	2	107	18,347	2	0	2	111	18,704	2	0	2	113
				T4M	20,001	3	0	5	121	20,845	3	0	5	126	21,251	3	0	5	129
				T4LG	18,191	2	0	2	110	18,959	2	0	2	115	19,328	2	0	2	117
				TFTM	20,140	3	0	5	122	20,989	3	0	5	127	21,398	3	0	5	129
				T5M	20,579	5	0	3	125	21,447	5	0	3	130	21,865	5	0	3	132
				T5W	20,912	5	0	3	127	21,795	5	0	3	132	22,219	5	0	3	134
				T5LG	20,638	4	0	2	125	21,509	4	0	2	130	21,928	4	0	2	133
				BLC3	14,335	0	0	3	87	14,940	0	0	3	90	15,231	0	0	3	92
				BLC4	14,805	0	0	4	90	15,430	0	0	4	93	15,731	0	0	4	95
				RCCO	14,464	1	0	3	88	15,074	1	0	3	91	15,368	1	0	3	93
				LCCO	14,464	1	0	3	88	15,074	1	0	3	91	15,368	1	0	3	93
				AFR	21,031	2	0	3	127	21,918	2	0	3	133	22,345	2	0	3	135

Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of configurations shown within the tolerances described within LM-79. Contact factory for performance data on any configurations not shown here.

Forward Optics

Performance Package	System Watts	LED Count	Drive Current (mA)	Distribution Type	30K					40K					50K				
					(3000K, 70 CRI)					(4000K, 70 CRI)					(5000K, 70 CRI)				
					Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
P7	184W	40	1400	T1S	22,741	2	0	3	123	23,700	2	0	3	129	24,162	3	0	3	131
				T2M	21,066	3	0	4	114	21,955	3	0	4	119	22,383	3	0	4	121
				T3M	21,311	3	0	5	116	22,210	3	0	5	120	22,642	3	0	5	123
				T3LG	19,036	2	0	2	103	19,839	2	0	3	108	20,226	2	0	3	110
				T4M	21,628	3	0	5	117	22,541	3	0	5	122	22,980	3	0	5	125
				T4LG	19,671	2	0	2	107	20,501	2	0	3	111	20,900	2	0	3	113
				TFTM	21,778	3	0	5	118	22,697	3	0	5	123	23,139	3	0	5	125
				T5M	22,252	5	0	3	121	23,191	5	0	3	126	23,643	5	0	3	128
				T5W	22,613	5	0	3	123	23,567	5	0	4	128	24,027	5	0	4	130
				T5LG	22,317	4	0	2	121	23,258	4	0	2	126	23,712	4	0	2	129
				BLC3	15,501	0	0	3	84	16,155	0	0	4	88	16,470	0	0	4	89
				BLC4	16,010	0	0	4	87	16,685	0	0	4	90	17,010	0	0	4	92
				RCCO	15,641	1	0	3	85	16,301	1	0	3	89	16,619	1	0	3	90
				LCCO	15,641	1	0	3	85	16,301	1	0	3	89	16,619	1	0	3	90
				AFR	22,741	2	0	3	123	23,700	2	0	3	129	24,162	3	0	3	131
P8	216W	60	1100	T1S	28,701	3	0	3	133	29,912	3	0	4	139	30,495	3	0	4	141
				T2M	26,587	3	0	5	123	27,709	3	0	5	128	28,249	3	0	5	131
				T3M	26,895	3	0	5	125	28,030	3	0	5	130	28,576	3	0	5	132
				T3LG	24,025	3	0	3	111	25,038	3	0	3	116	25,526	3	0	3	118
				T4M	27,296	3	0	5	127	28,448	3	0	5	132	29,002	3	0	5	134
				T4LG	24,826	3	0	3	115	25,873	3	0	3	120	26,378	3	0	3	122
				TFTM	27,485	3	0	5	127	28,645	3	0	5	133	29,203	3	0	5	135
				T5M	28,084	5	0	4	130	29,269	5	0	4	136	29,839	5	0	4	138
				T5W	28,539	5	0	4	132	29,743	5	0	4	138	30,323	5	0	4	141
				T5LG	28,165	4	0	2	131	29,354	4	0	2	136	29,926	4	0	2	139
				BLC3	19,563	0	0	4	91	20,388	0	0	4	94	20,786	0	0	4	96
				BLC4	20,205	0	0	5	94	21,057	0	0	5	98	21,468	0	0	5	99
				RCCO	19,740	1	0	4	91	20,572	1	0	4	95	20,973	1	0	4	97
				LCCO	19,740	1	0	4	91	20,572	1	0	4	95	20,973	1	0	4	97
				AFR	28,701	3	0	3	133	29,912	3	0	4	139	30,495	3	0	4	141
P9	277W	60	1400	T1S	34,819	3	0	4	126	36,288	3	0	4	131	36,996	3	0	4	134
				T2M	32,255	3	0	5	116	33,616	3	0	5	121	34,271	3	0	5	124
				T3M	32,629	3	0	5	118	34,006	3	0	5	123	34,668	3	0	5	125
				T3LG	29,146	3	0	3	105	30,376	3	0	4	110	30,968	3	0	4	112
				T4M	33,116	3	0	5	120	34,513	3	0	5	125	35,185	3	0	5	127
				T4LG	30,119	3	0	3	109	31,389	3	0	4	113	32,001	3	0	4	116
				TFTM	33,345	3	0	5	120	34,751	3	0	5	125	35,429	3	0	5	128
				T5M	34,071	5	0	4	123	35,509	5	0	4	128	36,201	5	0	4	131
				T5W	34,624	5	0	4	125	36,084	5	0	4	130	36,788	5	0	4	133
				T5LG	34,170	5	0	3	123	35,612	5	0	3	129	36,306	5	0	3	131
				BLC3	23,734	0	0	4	86	24,735	0	0	4	89	25,217	0	0	4	91
				BLC4	24,513	0	0	5	88	25,547	0	0	5	92	26,045	0	0	5	94
				RCCO	23,948	1	0	4	86	24,958	1	0	4	90	25,445	1	0	4	92
				LCCO	23,948	1	0	4	86	24,958	1	0	4	90	25,445	1	0	4	92
				AFR	34,819	3	0	4	126	36,288	3	0	4	131	36,996	3	0	4	134

Performance Data

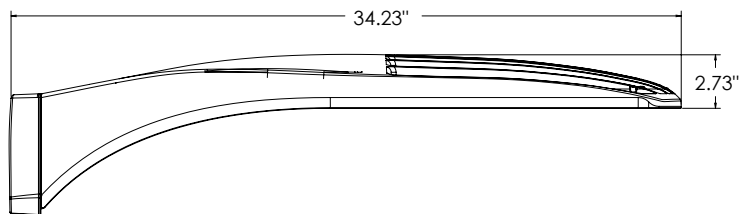
Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of configurations shown within the tolerances described within LM-79. Contact factory for performance data on any configurations not shown here.

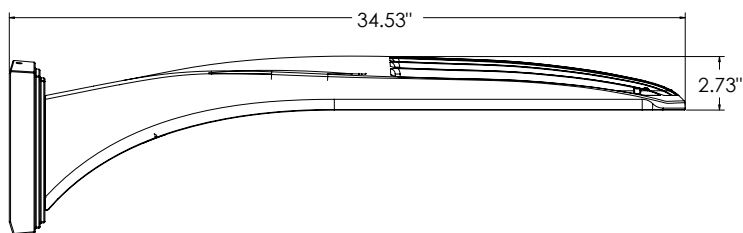
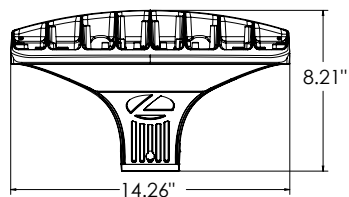
Rotated Optics

Performance Package	System Watts	LED Count	Drive Current (mA)	Distribution Type	30K					40K					50K				
					(3000K, 70 CRI)					(4000K, 70 CRI)					(5000K, 70 CRI)				
					Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
P10	101W	60	530	T1S	15,164	3	0	3	150	15,803	3	0	3	156	16,112	3	0	3	159
				T2M	14,047	4	0	4	139	14,640	4	0	4	145	14,925	4	0	4	147
				T3M	14,208	4	0	4	140	14,807	4	0	4	146	15,096	4	0	4	149
				T3LG	12,693	3	0	3	125	13,229	3	0	3	131	13,487	3	0	3	133
				T4M	14,420	4	0	4	142	15,028	4	0	4	148	15,321	4	0	4	151
				T4LG	13,115	3	0	3	129	13,668	3	0	3	135	13,934	3	0	3	138
				TFTM	14,522	4	0	4	143	15,134	4	0	4	149	15,429	4	0	4	152
				T5M	14,836	4	0	2	146	15,462	4	0	2	153	15,763	4	0	2	156
				T5W	15,076	4	0	3	149	15,712	5	0	3	155	16,019	5	0	3	158
				T5LG	14,879	3	0	2	147	15,507	3	0	2	153	15,809	3	0	2	156
				BLC3	10,335	3	0	3	102	10,771	4	0	4	106	10,981	4	0	4	108
				BLC4	10,674	4	0	4	105	11,124	4	0	4	110	11,341	4	0	4	112
				RCCO	10,429	1	0	2	103	10,869	1	0	2	107	11,080	1	0	2	109
				LCCO	10,429	1	0	2	103	10,869	1	0	2	107	11,080	1	0	2	109
				AFR	15,164	3	0	3	150	15,803	3	0	3	156	16,112	3	0	3	159
P11	135W	60	700	T1S	19,437	4	0	4	144	20,257	4	0	4	150	20,651	4	0	4	153
				T2M	18,005	4	0	4	133	18,765	4	0	4	139	19,131	4	0	4	142
				T3M	18,211	4	0	4	135	18,980	4	0	4	141	19,350	4	0	4	143
				T3LG	16,270	3	0	3	121	16,957	3	0	3	126	17,287	4	0	4	128
				T4M	18,483	4	0	4	137	19,263	5	0	5	143	19,638	5	0	5	146
				T4LG	16,810	3	0	3	125	17,519	3	0	3	130	17,861	3	0	3	132
				TFTM	18,614	4	0	4	138	19,399	4	0	4	144	19,777	5	0	5	147
				T5M	19,017	5	0	3	141	19,819	5	0	3	147	20,205	5	0	3	150
				T5W	19,325	5	0	3	143	20,140	5	0	3	149	20,533	5	0	3	152
				T5LG	19,072	4	0	2	141	19,876	4	0	2	147	20,264	4	0	2	150
				BLC3	13,247	4	0	4	98	13,806	4	0	4	102	14,075	4	0	4	104
				BLC4	13,682	4	0	4	101	14,259	4	0	4	106	14,537	4	0	4	108
				RCCO	13,367	1	0	3	99	13,931	1	0	3	103	14,203	1	0	3	105
				LCCO	13,367	1	0	3	99	13,931	1	0	3	103	14,203	1	0	3	105
				AFR	19,437	4	0	4	144	20,257	4	0	4	150	20,651	4	0	4	153
P12	206W	60	1050	T1S	27,457	4	0	4	133	28,616	4	0	4	139	29,174	4	0	4	142
				T2M	25,436	5	0	5	124	26,509	5	0	5	129	27,025	5	0	5	131
				T3M	25,727	5	0	5	125	26,812	5	0	5	130	27,335	5	0	5	133
				T3LG	22,984	4	0	4	112	23,954	4	0	4	116	24,421	4	0	4	119
				T4M	26,110	5	0	5	127	27,212	5	0	5	132	27,742	5	0	5	135
				T4LG	23,747	4	0	4	115	24,749	4	0	4	120	25,231	4	0	4	123
				TFTM	26,295	5	0	5	128	27,404	5	0	5	133	27,938	5	0	5	136
				T5M	26,864	5	0	4	130	27,997	5	0	4	136	28,543	5	0	4	139
				T5W	27,299	5	0	4	133	28,451	5	0	4	138	29,006	5	0	4	141
				T5LG	26,942	4	0	2	131	28,078	4	0	2	136	28,626	4	0	2	139
				BLC3	18,714	4	0	4	91	19,504	4	0	4	95	19,884	4	0	4	97
				BLC4	19,327	5	0	5	94	20,143	5	0	5	98	20,535	5	0	5	100
				RCCO	18,883	1	0	4	92	19,680	1	0	4	96	20,064	1	0	4	97
				LCCO	18,883	1	0	4	92	19,680	1	0	4	96	20,064	1	0	4	97
				AFR	27,457	4	0	4	133	28,616	4	0	4	139	29,174	4	0	4	142
P13	276W	60	1400	T1S	34,436	5	0	5	125	35,889	5	0	5	130	36,588	5	0	5	133
				T2M	31,900	5	0	5	116	33,246	5	0	5	121	33,894	5	0	5	123
				T3M	32,265	5	0	5	117	33,626	5	0	5	122	34,282	5	0	5	124
				T3LG	28,826	4	0	4	105	30,042	4	0	4	109	30,628	4	0	4	111
				T4M	32,746	5	0	5	119	34,128	5	0	5	124	34,793	5	0	5	126
				T4LG	29,782	4	0	4	108	31,039	4	0	4	113	31,644	5	0	4	115
				TFTM	32,978	5	0	5	120	34,369	5	0	5	125	35,039	5	0	5	127
				T5M	33,692	5	0	4	122	35,113	5	0	4	127	35,797	5	0	4	130
				T5W	34,238	5	0	4	124	35,682	5	0	4	129	36,378	5	0	4	132
				T5LG	33,789	5	0	3	122	35,215	5	0	3	128	35,901	5	0	3	130
				BLC3	23,471	5	0	5	85	24,461	5	0	5	89	24,937	5	0	5	90
				BLC4	24,240	5	0	5	88	25,262	5	0	5	92	25,755	5	0	5	93
				RCCO	23,683	1	0	4	86	24,682	1	0	4	89	25,163	1	0	4	91
				LCCO	23,683	1	0	4	86	24,682	1	0	4	89	25,163	1	0	4	91
				AFR	34,436	5	0	5	125	35,889	5	0	5	130	36,588	5	0	5	133

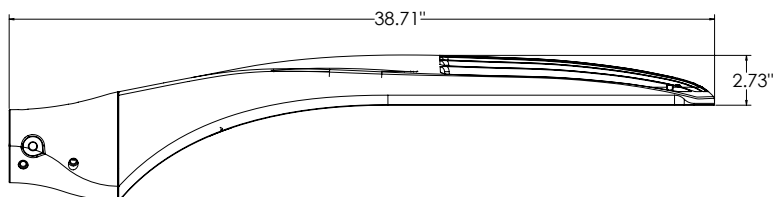
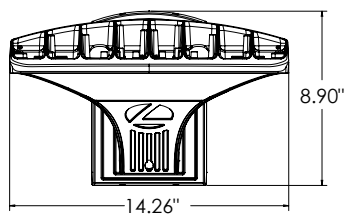
Dimensions



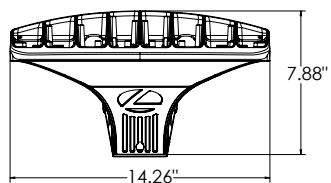
DSX1 with RPA, RPA5, SPA5, SPA8N mount
Weight: 36 lbs



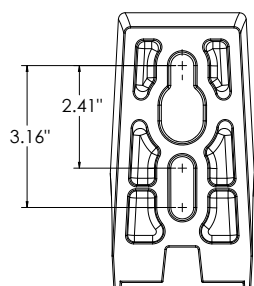
DSX1 with WBA mount
Weight: 38 lbs



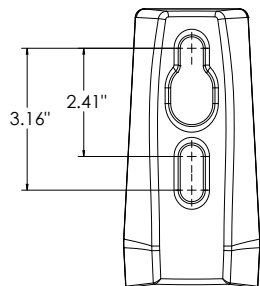
DSX1 with MA mount
Weight: 39 lbs



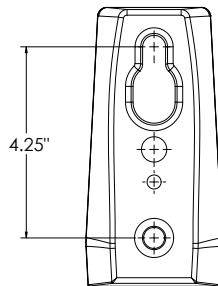
SPA (STANDARD ARM)



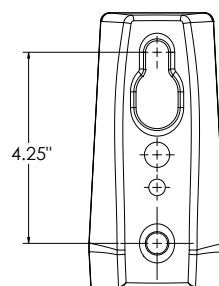
RPA



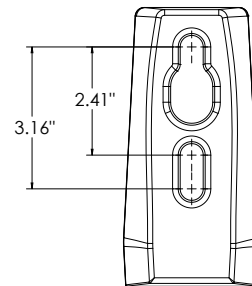
SPA5



RPA5

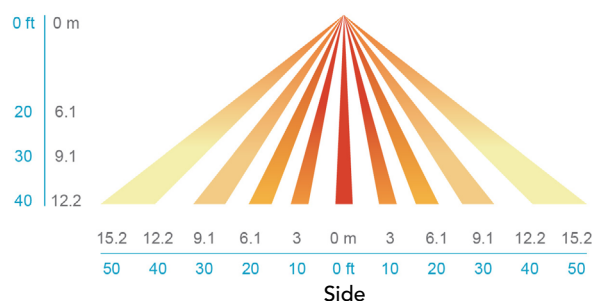
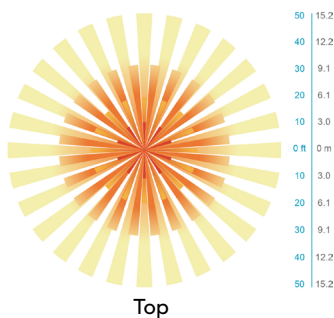


SPA8N



nLight Sensor Coverage Pattern

NLTAIR2 PIRHN



FEATURES & SPECIFICATIONS

INTENDED USE

The sleek design of the D-Series Size 1 reflects the embedded high performance LED technology. It is ideal for many commercial and municipal applications, such as parking lots, plazas, campuses, and streetscapes.

CONSTRUCTION

Single-piece die-cast aluminum housing has integral heat sink fins to optimize thermal management through conductive and convective cooling. Modular design allows for ease of maintenance and future light engine upgrades. The LED drivers are mounted in direct contact with the casting to promote low operating temperature and long life. Housing driver compartment is completely sealed against moisture and environmental contaminants (IP66). Vibration rated per ANSI C136.31 for 3G for SPA and MA. 1.5G for mountings RPA, RPA5, SPA5 and SPA8N. Low EPA (0.69 ft²) for optimized pole wind loading.

FINISH

Exterior parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures a minimum 3 mils thickness for a finish that can withstand extreme climate changes without cracking or peeling. Available in both textured and non-textured finishes.

Coastal Construction (CCE)

Optional corrosion resistant construction is engineered with added corrosion protection in materials and/or pre-treatment of base material under super durable paint. Provides additional corrosion protection for applications near coastal areas. Finish is salt spray tested to over 5,000 hours per ASTM B117 with scribe rating of 10. Additional lead-times may apply.

OPTICS

Precision-molded proprietary silicone lenses are engineered for superior area lighting distribution, uniformity, and pole spacing. Light engines are available in standard 3000 K, 4000 K and 5000 K (70 CRI) configurations. 80CRI configurations are also available. The D-Series Size 1 has zero uplight and qualifies as a Nighttime Friendly™ product, meaning it is consistent with the LEED® and Green Globes™ criteria for eliminating wasteful uplight.

ELECTRICAL

Light engine configurations consist of high-efficacy LEDs mounted to metal-core circuit boards to maximize heat dissipation and promote long life (up to L81/100,000 hours at 25°C). Class 1 electronic drivers are designed to have a power factor >90%, THD <20%, and an expected life of 100,000 hours with <1% failure rate. Easily serviceable 10kV surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).

STANDARD CONTROLS

The DSX1 LED area luminaire has a number of control options. DSX Size 1, comes standard with 0-10V dimming drivers. Dusk to dawn controls can be utilized via optional NEMA twist-lock photocell receptacles. Integrated motion sensor with on-board photocells feature field-adjustable programming and are suitable for mounting heights up to 40 feet. Control option BL features a bi-level device that allows a second control circuit to switch all light engines to either 30% or 50% light output.

nLIGHT AIR CONTROLS

The DSX1 LED area luminaire is also available with nLight® AIR for the ultimate in wireless control. This powerful controls platform provides out-of-the-box basic motion sensing and photocontrol functionality and is suitable for mounting heights up to 40 feet. Once commissioned using a smartphone and the easy-to-use CLAIRITY app, nLight AIR equipped luminaires can be grouped, resulting in motion sensor and photocell group response without the need for additional equipment. Scheduled dimming with motion sensor over-ride can be achieved when used with the nLight Eclipse. Additional information about nLight Air can be found here.

INSTALLATION

Integral mounting arm allows for fast mounting using Lithonia standard #8 drilling and accommodates pole drilling's from 2.41 to 3.12" on center. The standard "SPA" option for square poles and the "RPA" option for round poles use the #8 drilling. For #5 pole drillings, use SPA5 or RPA5. Additional mountings are available including a wall bracket (WBA) and mast arm (MA) option that allows luminaire attachment to a 2 3/8" horizontal mast arm.

LISTINGS

UL listed to meet U.S. and Canadian standards. UL Listed for wet locations. Light engines are IP66 rated; luminaire is IP66 rated. Rated for -40°C minimum ambient.

DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

International Dark-Sky Association (IDA) Fixture Seal of Approval (FSA) is available for all products on this page utilizing 3000K color temperature only.

GOVERNMENT PROCUREMENT

BAA – Buy America(n) Act: Product with the BAA option qualifies as a domestic end product under the Buy American Act as implemented in the FAR and DFARS. Product with the BAA option also qualifies as manufactured in the United States under DOT Buy America regulations.

BABA – Build America Buy America: Product with the BAA option also qualifies as produced in the United States under the definitions of the Build America, Buy America Act.

Please refer to www.acuitybrands.com/buy-american for additional information.

WARRANTY

5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

Dorado Round

4" Round LED Wall Mount Cylinder

Product Description

The Dorado Round 4" LED Wall Mount Cylinder delivers optimal performance up to 114 lumens per watt in an attractive, contemporary design. Ideal for porches, walls, columns, office spaces, restaurants, clubs, walkways and other residential or commercial applications where ambient illumination is desired, the Dorado Round uses tempered, clear prismatic glass to create uniform down or up/down light distribution free of hot spots or glare. The fixture features a detachable mounting plate for easy mounting to J-Boxes and has a knockout for through-wiring.

Construction

- Die-cast aluminum housing
- Detachable mounting plate
- Easy to use mounting bracket allows for quick mounting to J-Boxes
- ½" knockout for conduit wiring

Optical System

- Tempered, clear prismatic glass creates uniform distribution while maximizing lumen output
- Offered in single and up/down configurations
- Utilizes advanced LED technology with CCT of 3000K, 4000K, and 5000K
- CRI 80+

Electrical

- Thermally-protected, high-efficiency driver
- Operating temperature rating of -4° to 104°F (-20°C to 40°C)
- Input voltage of 120-277VAC
- Available in 22 and 35 watt

Finish

- Fine-textured, bronze UV-stabilized powder coat finish

Mounting and installation

- Easy installation on a recessed junction box
- Fixture mounts directly to J-Boxes with screws
- For installations where power surge may be possible, NICOR recommends installing additional surge protection at the electrical distribution panel

Listings

- LM-79, LM-80 testing performed in accordance with IESNA standards.
- UL and CUL Listed for wet locations
- Meets FCC Part 15, Subpart B, Class A standards for conducted and radiated emissions
- TM-21 Reported L70(10k) life >60,000 hours
- TM-21 Projected L70(10k) life =106,000 hours

Warranty

- 5-year limited system warranty standard
- Warranty does not cover product failure due to an overvoltage event (power surge.)

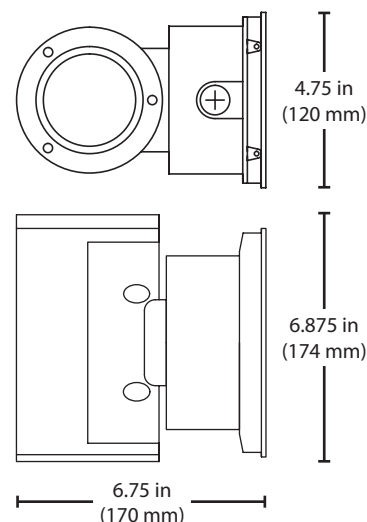
Project

Catalog

Type

G

Date



*Only available on OWCR4D

Photometric Data

OWCR4D 5000K

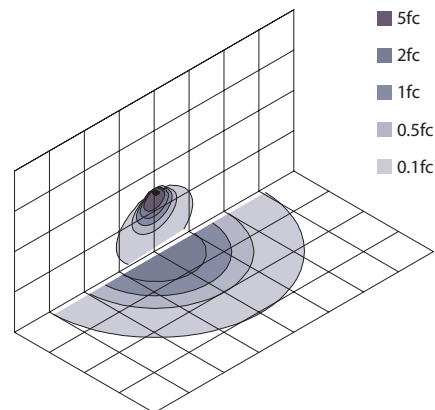
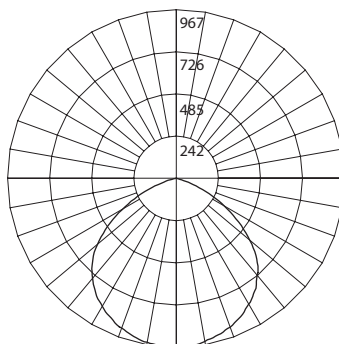
Input Voltage (VAC)	120-277
System Level Power (W)	21.4
120V Current (A)	0.18
277V Current (A)	0.08
Delivered Lumens (Lm)	2445
System Efficacy (Lm/W)	114.1
Correlated Color Temp (K)	5000
Power Factor	0.901
THD	13.49%
Color Rendering Index (CRI)	83
Beam Angle	107.6°
Spacing Criteria	1.31

Intensity Summary (Candle Power)

Angle	Mean CP
0	962
5	962
15	934
25	879
35	793
45	664
55	456
65	222
75	39
85	0
90	0

CCT Data Multiplier

OWCR4D1022MV30	0.923
OWCR4D1022MV40	0.962



Each square represents 100 square feet.

Zonal Lumen Summary

Zone	Lumens	% of Luminaire
0-30	761	31.1%
0-40	1257	51.4%
0-60	2174	88.9%
0-90	2445	100.0%
90-180	0	0.0%
0-180	2445	100.0%

OWCR4U 5000K

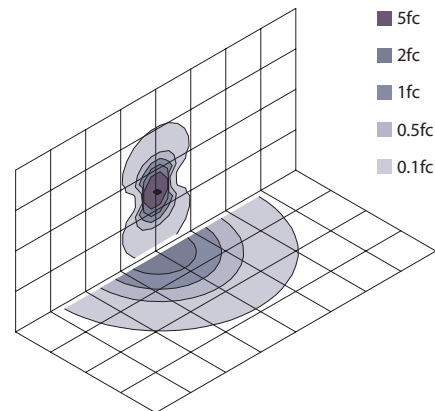
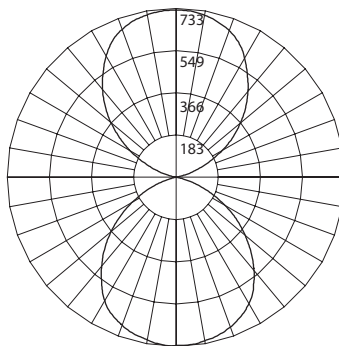
Input Voltage (VAC)	120-277
System Level Power (W)	33.7
120V Current (A)	0.29
277V Current (A)	0.13
Delivered Lumens (Lm)	3489
System Efficacy (Lm/W)	103.4
Correlated Color Temp (K)	5000
Power Factor	> 0.9
THD	< 20%
Color Rendering Index (CRI)	83
Beam Angle	102.5°
Spacing Criteria	1.31

Intensity Summary (Candle Power)

Angle	Mean CP
0	730
15	706
30	629
45	458
60	237
75	34
90	0
105	40
120	232
135	434
150	607
165	701
180	725

CCT Data Multiplier

OWCR4U1035MV30	0.923
OWCR4U1035MV40	0.962



Each square represents 100 square feet.

Zonal Lumen Summary

Zone	Lumens	% of Luminaire
0-30	574	16.4%
0-40	938	26.9%
0-60	1569	45.0%
0-90	1768	50.7%
90-180	1721	49.3%
0-180	3489	100.0%

Fixture tested per LM-79-08. Photometric data is of the performance of a representative fixture. Results may vary in the field.

Performance Data

Model Number	Lumens	Watts	Lumens/Watt	BUG Rating
OWCR4D1022MV30	2258	21.4	105.3	B1-U1-G0
OWCR4D1022MV40	2351	21.4	109.7	B1-U1-G0
OWCR4D1022MV50	2445	21.4	114.1	B1-U1-G0
OWCR4U1035MV30	3222	33.7	95.5	B1-U5-G0
OWCR4U1035MV40	3355	33.7	99.5	B1-U5-G0
OWCR4U1035MV50	3489	33.7	103.4	B1-U5-G0

Ordering Information						Example: OWCR4D1022MV50BZ
Series	Distribution	Version	Wattage	Voltage	CCTs	Finish
OWCR4	☒ D (Down)	10 (Version 1)	☒ 22 (22 W)*	MV (120-277)	☒ 30 (3000 K)	☒ BZ (Bronze)
	☐ U (Up/Down)		☐ 35 (35 W)**		☐ 40 (4000 K)	
					☐ 50 (5000 K)	

Specifications and dimensions subject to change without notice.

* Only available in Down configuration

** Only available in Up/Down configuration

This device complies with part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

NOTE: This equipment has been tested and found to comply with the limits for a Class A digital device, pursuant to part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference when the equipment is operated in a commercial environment. This equipment generates, uses, and can radiate radio frequency energy and, if not installed and used in accordance with the instruction manual, may cause harmful interference to radio communications. Operation of this equipment in a residential area is likely to cause harmful interference in which case the user will be required to correct the interference at his own expense.

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PHYSICAL AND OPERATIONAL SECURITY SECURITY LIGHTING

Lighting Standards for Parking Facilities

By Sara Mosqueda | 13 January 2025 |
Focus on Garage and Parking Lot Security

Stop if this sounds familiar: you're watching a horror movie and one of the characters is walking through a poorly lit parking garage. And then, with the help of shadowy corners and corridors, the boogeyman begins to stalk or chase the character.

But for all the times we've watched a horror movie and shaken our heads at a character entering an obviously haunted house or other blatantly sinister environment, it's hard to argue against going into a parking garage. After all, these are the kinds of everyday facilities that people rely on.

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Benchmarking: ASIS Research Findings and the Executive Protection Standard

While there have been several advancements in technology that can improve a facility's physical security, simple and cost-efficient lighting upgrades can make a significant impact. Effective lighting in parking facilities can deter trespassers, reveal tripping hazards, and make properties feel safer.

For any owner or operator of a parking area, it's important to understand the relevant lighting requirements. Although building codes can vary across jurisdictions and regions, at least two organizations have provided standards that all parking facilities can meet to help increase safety and security for users and staff as a baseline.

The Illuminating Engineering Society of North America **recommends** the following:

- Have horizontal lighting that falls on sidewalks and other surfaces. Vertical lighting should illuminate surfaces like the sides of buildings.
- Regular parking lots should maintain a minimum horizontal illuminance of 0.2 footcandles (a unit of measurement for light intensity) and a minimum vertical illuminance of 1 footcandles. (One footcandle is enough to saturate a one-foot area with one lumen of light.)
 - To achieve this level of light intensity, residential and small parking lots generally need 12,000 to 18,000 lumens, while medium-sized commercial areas can require 20,000 to 30,000 lumens.
 - Compare this to homes. Depending on the area and size of the space, it is recommended that residents use lighting of 500 to 10,000 lumens.
- Parking facilities should also maintain uniform lighting throughout, enhancing the overall visibility for users and staff while diminishing the presence of shadows. The IES recommends a maximum to minimum ratio of lighting levels, which expresses lighting uniformity.
 - Lighting uniformity is how humans perceive how evenly lighting is distributed throughout an area.
 - Regular parking lots should also maintain a uniformity ratio of 20:1 maximum to minimum, meaning there can be 20 times more illumination measured in one area of a parking lot compared to another.
 - For parking facilities that need enhanced security, there should be a minimum horizontal illuminance of 0.5 footcandles, a minimum vertical illuminance of



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0.25 footcandles, and a uniformity ratio of 15:1, meaning there can be 15 times more illumination measured in one area of a parking lot compared to another.



Meanwhile, the National Fire Protection Association (NFPA) also offers **baseline requirements** for testing and maintaining some lighting elements in parking facilities.

- Emergency lighting should provide at least 90 minutes of illumination in the event of a power failure, with lighting turning on within 10 seconds of a power loss.
 - Emergency lights must also provide an average of at least 1 footcandle of illumination along exit avenues for the first 1.5 hours after a power failure. After that time, the lighting level can decline but to no lower than an average of 0.06 footcandles.
- Emergency lighting should be tested every 30 days for 30 seconds, and once a year for 1.5 hours.
- Exit lighting in parking facilities should be hardwired by the building's primary electrical suppliers.

In addition, ASIS International's **Protection of Assets: Physical Security** manual provides guidance for parking facility illumination.

Parking structures. These areas are difficult to light since there are few vertical elements to reflect light or provide contrast to moving objects. In some municipalities, building codes require a bright white horizontal stripe on walls, at waist height, to improve contrast. The lack of ceiling clearance restricts the height of luminaires and requires the fixtures to spread the light horizontally. This is excellent for lighting vertical surfaces; however, if video cameras are used, the luminaire design should be selected to reduce glare at the camera lens. A horizontal illuminance level of 5

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footcandles with a uniformity ratio of 4:1 provides an adequate level of security.

Open parking. The height of luminaires is less restricted in open than in covered parking unless local codes and light trespass become factors. The higher light sources tend to provide horizontal illumination. Energy conservative, high-pressure sodium lighting has high efficiency, high lumens per watt, and is cost-effective for open parking. Recommended light levels range from a minimum of 0.2 footcandles in low-activity general parking and pedestrian areas to 2 footcandles in high-activity vehicle areas. Cash collection and vehicular access control areas should be maintained at a minimum of 5 footcandles.

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2. **Security by Design: Enhancing Human Judgment in an AI-Enabled World**
3. **Essential Security Strategies to Mitigate the Threat of Chemical Attacks at Large Events**

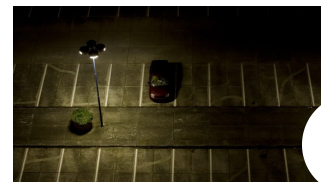
Focus on Garage and Parking Lot Security



**Parking Security:
Modern Solutions for
Timeless Threats**



**Lighting Standards
for Parking Facilities**



**Legal Report: Parking
Lot Legal Risks and
Cases**

Meeting Date: January 6, 2026 Department: Community Development Staff Reference: Utana Dye

AGENDA ITEM SUMMARY REPORT

Authorization for Cody Electrical Contractor to add lighting to an existing sign at 214 Yellowstone Avenue.

PROPOSED ACTION:

Authorize Cody Electrical Contractor to install two lights to an existing sign that is located at 214 Yellowstone Avenue. The two new lights for the sign would have a combined lumen of 3568 (each light being 1784 lumens).

SUMMARY OF INFORMATION:

Mr. Jon Chuey, of Cody Electrical Contractor, is formally requesting a variance to the Outdoor Lighting Ordinance. The request pertains to the installation of new lighting on an existing sign structure that currently lacks electrical power.

The Applicant identified a light fixture option that meets the current lighting ordinance's lumen requirements (ranging from 636 to 1192 lumens, with a middle setting of 991 lumens at 3000 Kelvins). However, two of these fixtures would be required for each side of the sign to achieve adequate illumination. Utilizing two fixtures per side would result in a combined total of 2000 lumens. The Applicant asserts that this specific style of round light fixture would project multiple spotlights onto the sign face rather than providing uniform illumination with a single fixture. Furthermore, this approach is believed to increase the amount of light spilling beyond the sign's surface, contrary to the goal of containing illumination. Conversely, the use of one fixture per side is expected to contain light pollution from the sign area, preventing projection beyond the property boundaries.

Cody Electrical Contractor is therefore requesting authorization to install two new light fixtures (one on each side of the existing sign) with a combined total of 3568 lumens (1784 lumens per fixture). These lights will be mounted to cast directly onto the sign, ensuring that light does not project past the sign boundary. All selected lighting will adhere to the 3000 Kelvin color temperature requirement. The chosen lighting is designed to keep illumination more confined to the sign area. The project site is located at 214 Yellowstone Avenue, which is situated within a D-3 Commercial Zone, making it subject to the Outdoor Lighting Ordinances outlined in the Building Code section.

Per the Ordinance Title 9, Chapter 8, Section 1: Outdoor Lighting. See attached Ordinance 2025-06 through 2025-10 for additional ordinance information. Title 9 Chapter 8, Section 2 of the City of Cody Code, reads:

- A. This outdoor lighting ordinance applies to all sources of outdoor light installed within the following zones in Cody: D-1, D-2, D-3, D-4, Industrial E and Heavy Industrial Districts.
- B. Existing outdoor lighting lawfully installed prior to the effective date of this ordinance which does not meet the requirements of this chapter shall be considered legal, non-conforming lighting. All legal, non-conforming lighting may continue to be used and maintained until a building, structure, or other improvement with non-conforming lighting is removed or replaced, in which case the requirements of this chapter shall apply.

Safety and Health Administration.

Title 9, Chapter 8, Section 4 of the City of Cody Code, reads:

- A. The requirements described in this section shall apply whenever a building, subdivision or site plan application is submitted. The applicant shall provide the information required by the Cody Community Development Department to demonstrate compliance with these requirements.
- B. Light fixtures shall be fully or partially shielded and downcast, in such a manner that no light is emitted, either directly or indirectly, at or above a horizontal plane running through the lowest light-emitting part of the light.
- C. No more than .1-foot candle of direct light shall be measured at any point of the property line of the subject property.
- D. The maximum correlated color temperature (CCT) of all fixtures shall be 3,000 kelvins (K).
- E. No light fixture shall exceed 1,000 lumens.

The applicant, an electrical contractor with a history of obtaining permits for signage, possesses a thorough understanding of the regulations concerning light pollution from lighting fixtures. While utilizing multiple lower-lumen fixtures could technically comply with the 1000-lumen limit, such a configuration would result in greater overall light pollution than a single, higher-lumen fixture necessary for this application.

The proposed plan exceeds the 1000 lumens per lighting fixture established for Outdoor Lighting. The current ordinance does not adequately address specialized lighting needs for applications such as stadium lighting, parking lot lighting, recreational lighting, or signage lighting, which necessitate distinct fixture types, Kelvin temperatures, and lumen outputs. All proposed fixtures are night sky rated, and the illumination will be primarily contained to the sign and within the property boundaries.

As this matter pertains to the Building Ordinance and not the Zoning Ordinance, no action is required from the Planning, Zoning, and Adjustment Board. City Council approval is mandatory to proceed with the issuance of a building permit for the apartment complex construction.

Cody Electrical Contractors formally requests authorization from the City Council to proceed with the installation of the two proposed lights (one on each side) for the existing sign.



FISCAL IMPACT:

N/A

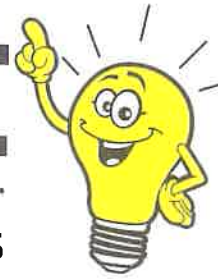
ATTACHMENTS:

1. Cody City Council Electrical Letter

CODY ELECTRIC

Contractor, LLC

Ph: 1-307-587-9350 • Fax 1-307-587-8255



To the City Council.

December 17, 2025

Thank you for attention to this matter.

We are currently working at 214 Yellowstone Avenue to light up an existing sign. The sign has been there for years but has no power to it.

In our estimation, between 1500 thru 2000 lumens per side is what we recommend in order to light the sign. We will be lighting this sign from above (or down lighting). The fixture we have proposed to use is a RAB X34XS which can produce between 1468 thru 2148 lumens @3000k. 1 rectangle fixture per side, matching the sign. A good example of this is the lights we did at Rocky Mountain Liquor.

According to 9-8-4E in your standards. No light fixture shall exceed 1000 lumens. To do this, the only fixture we find that meets this requirement is a RAB Bullet that has a lumen of 636 to 1192 and the middle setting is 991 @3000k. These fixtures are round and it would take 2 per side to be adequate lighting for the sign. Which would equal 2000 lumens per side. The issue we would have with this fixture is that they are round, casting a round light. Which would give you a bright spot in the middle of the sign or more light getting past the sign.

According to your 9-8-4C Standards: No more than .1-foot candles of direct light shall be measured at any point of the property line of the subject property.

We would conclude you're not wanting light crossing property lines and or light pollution. This being said the best option is for 1 of the RAB X34XS rectangle fixture per side that is 1784 lumens @3000k.

We feel that this would be not only the best economic option for the customer but also the best option for the lowest amount of light pollution possible and also meet your requirements.

According to this ordinance we could put as many 1000 lumen fixtures as we want on this sign. Which does not make sense to us. It doesn't fulfill the main objective of this ordinance which is to minimize light pollution and light crossing over property boundaries.

It's our standing as a company that this should be looked at and reviewed. To allow city officials to exercise the main objective of this ordinance coming before you, this takes time

from us and yourselves on a matter that could be handled by city officials, IE: Utana Dye and Sean Collier.

Thank you for your attention to this matter.

A handwritten signature in black ink, appearing to be 'Jon Chuey', with a stylized, cursive script.

Jon Chuey

9-8-4: STANDARDS:

A. The requirements described in this section shall apply whenever a building, subdivision or site plan application is submitted. The applicant shall provide the information required by the Cody Community Development Department to demonstrate compliance with these requirements.

B. Light fixtures shall be fully or partially shielded and downcast, in such a manner that no light is emitted, either directly or indirectly, at or above a horizontal plane running through the lowest light-emitting part of the light.

C. No more than .1 foot candles of direct light shall be measured at any point of the property line of the subject property.

D. The maximum correlated color temperature (CCT) of all fixtures shall be 3,000 kelvins (K).

E. No light fixtures shall exceed 1,000 lumens. (Ord. 2025-09, 2-18-2025)

9-8-3: EXEMPTIONS:

A. Lighting requirements mandated by a legal jurisdiction with superior authority (e.g. federal or state) than the City of Cody, including, but not limited to:

1. Lighting regulations adopted, enforced or implemented by the Federal Aviation Administration;
2. Any contradictory building code or U.S. Department of Transportation or Wyoming Department of Transportation requirements; or
3. Lighting mandated by the Occupational Safety and Health Administration. (Ord. 2025-08, 2-18-2025)

9-8-2: APPLICABILITY, NONCONFORMING LIGHTING:

A. This outdoor lighting chapter applies to all sources of outdoor light installed within the following zones in Cody: D-1, D-2, D-3, D-4, Industrial E and Heavy Industrial Districts.

B. Existing outdoor lighting lawfully installed prior to the effective date of this chapter which does not meet the requirements of this chapter shall be considered legal, non-conforming lighting. All legal, non-conforming lighting may continue to be used and maintained until a building, structure, or other improvement with non-conforming lighting is removed or replaced, in which case the requirements of this chapter shall apply.

C. The City of Cody encourages property owners who install or replace outdoor lighting that complies with this section, even when compliance is not required. (Ord. 2025-07, 2-18-2025)

BULLET Field-Adjustable Flood Light

RAB

BULLET12 / BULLET20

BULLET2X12 / BULLET2X20



PROJECT:

DATE:

TYPE:

PREPARED BY:



SMSBULLET2X12 / SMSBULLET2X20



KEY FEATURES

- Available in single and double head models :
BULLET12: 12/9/6W
BULLET20: 20/15/10W
BULLET2X12 and SMSBULLET2X12: 2*12/9/6W
BULLET2X20 and SMSBULLET2X20: 2*20/15/10W
- Adjustable CCT: 3000/4000/5000K (4000K default)
- Available in bronze, black, verde green and white finish
- SMSBULLET models available in bronze and white finish.
- SMS sensor includes 180° coverage and smart controls
- UL listed for wet location
- IP65 rated
- 120V
- 5-Year, limited warranty

BULLET field-adjustable floodlight



100,000
HOURS



WET
RATED

IP65

IP RATING



FIELD
ADJUSTABLE



TRIAC/ELV
DIMMABLE



6HX6V

PERFORMANCE

BULLET12	3000K	4000K	5000K	3000K	4000K	5000K	3000K	4000K	5000K
Wattage	12W			9W			6W		
Input Watts	11.9W	12.3W	11.9W	9.3W	9.4W	9.3W	5.7W	5.8W	5.7W
Lumens	1,192	1,324	1,239	991	1,064	1,030	636	675	663
Lm/W	100.2	107.6	104.1	106.6	113.2	110.8	111.6	116.4	116.3
CRI	84	84	83	84	84	82	84	84	83
Voltage Rating	120V			120V			120V		

BULLET20	3000K	4000K	5000K	3000K	4000K	5000K	3000K	4000K	5000K
Wattage	20W			15W			10W		
Input Watts	19.1W	19.6W	19.1W	15W	15.2W	15W	10.6W	10.8W	10.6W
Lumens	1,878	2,095	1,954	1,553	1,688	1,623	1,147	1,234	1,199
Lm/W	98.3	106.9	102.3	103.6	111.0	108.2	108.2	114.3	113.1
CRI	84	84	83	84	84	83	84	84	83
Voltage Rating	120V			120V			120V		

X34 Field-Adjustable Floodlight

RAB

X34XS



X34S
X34S/RGB



X34M
X34M/RGB



X34L
X34L/RGB



X34XL & X34XXL
X34XXL/RGB



X34 Floodlight with selectable power & CCT



FIELD ADJ.
XS, S & M
Models



3-WAY
SELECTABLE
L, XL & XXL
Models



100,000 HRS



BLUETOOTH



TUNABLE
RGB
S, M, L & XXL
Models



WET RATED



IP RATING

PROJECT:

DATE:

TYPE:

PREPARED BY:



* XS, S & M Models

** L, XL & XXL Models

KEY FEATURES

- Ultra-economy floodlights with selectable power and CCT
- Available models & wattages:
X34XS: 16/13/10W
X34S: 35/25/20W
X34M: 65/55/45W
X34L: 90/80/70W
X34XL: 130/110/95W
X34XXL: 160/140/120W
- Selectable CCT: 3000/4000/5000K
- RGBW models also available with static wattages:
X34S: 30W, X34M: 60W, X34L: 90W & X34XXL: 160W
- RGBW models with tunable white 2500-6500K CCT, 16+ million colors to select
- Knuckle mount on X34XS, X34XS & X34M models and Slipfitter or Trunnion option for X34L, X34XL & X34XXL models
- Suitable for wet locations. Suitable for mounting within 4 ft of the ground.
- 120 or 277V, non-dimming driver for X34XS, X34S & X34M models. The driver includes wiring for 0-10V dimming for X34L, X34XL & X34XXL models.
- 5-year limited warranty

TECHNICAL SPECIFICATIONS

COMPLIANCE

UL Listed

Suitable for wet locations. Suitable for mounting within 4 ft of the ground.

IP Rating

Ingress protection rating of IP65 for dust and water

DLC Listed (X34XS, X34S & X34M)

This product is on the Design Lights Consortium (DLC) Qualified Products List and is eligible for rebates from DLC Member Utilities. Designed to meet DLC 5.1 requirements.

DLC Listed (X34L, X34XL & X34XXL)

This product is listed by Design Lights Consortium (DLC) as an ultra-efficient premium product that qualifies for the highest tier of rebates from DLC Member Utilities. Designed to meet DLC 5.1 requirements.

DLC STANDARD	
Model#	DLC Product ID
X34XS	S-P1Q64R
X34S	S-T9KEIS
X34M	S-MZAHRW

DLC PREMIUM	
Model#	DLC Product ID
X34L	S-EZPO0W
X34XL	S-2HQ7D4
X34XXL	S-AOKIJL

CONSTRUCTION

Cold Weather Starting

Minimum starting temperature is -40°C (-40°F)

Maximum Ambient Temperature

Suitable for use in up to 40°C (104°F)

Housing

Precision die-cast aluminum

Mounting

X34XS, X34S & X34M: Knuckle Mount

X34L, X34XL & X34XXL: Slipfitter (Tilt increment: 10°), Trunnion (Tilt increment 30°)

Lens

Tempered glass

Reflector

Polycarbonate for Models X34XS, X34S & X34M. Polyethylene terephthalate for X34L, X34XL & X34XXL.

Green Technology

Mercury and UV free. RoHS-compliant components.

Finish

Formulated for high durability and long lasting color

NEMA

NEMA beam spread of 7H x 7V

EPA

X34L: 0.9

X34XL: 1.1

X34XXL: 1.1

X34 Field-Adjustable Floodlight



PERFORMANCE

X34XS	3000K	4000K	5000K	3000K	4000K	5000K	3000K	4000K	5000K
WATTAGE	16W			13W			10W		
INPUT WATTS	16.4W	15.8W	16.2W	13W	12.8W	12.9W	10.5W	10.4W	10.5W
LUMENS	2,148	2,353	2,275	1,784	1,925	1,883	1,468	1,566	1,468
EFFICACY	131.0	148.0	140.4	137.2	150.4	146.0	139.8	150.6	147.6
CRI	81	84	83	82	84	83	82	84	83
VOLTAGE RATINGS	120 or 277V								
X34S	3000K	4000K	5000K	3000K	4000K	5000K	3000K	4000K	5000K
WATTAGE	35W			25W			20W		
INPUT WATTS	33.6W	32.3W	33.5W	24.7W	23.7W	24.5W	20W	19.6W	19.9W
LUMENS	4,081	4,677	4,336	3,240	3,576	3,419	2,685	2,956	2,845
EFFICACY	121.5	144.8	129.4	131.2	150.9	139.6	134.3	150.8	143.0
CRI	81	84	83	81	84	83	81	84	83
VOLTAGE RATINGS	120 or 277V								
X34M	3000K	4000K	5000K	3000K	4000K	5000K	3000K	4000K	5000K
WATTAGE	65W			55W			45W		
INPUT WATTS	66.8W	63.7W	67W	54.4W	52.1W	54.4W	43.7W	42.6W	43.8W
LUMENS	8,608	9,718	9,245	7,496	8,306	7,997	6,346	7,080	6,808
EFFICACY	128.9	152.6	138.0	137.8	159.4	147.0	145.2	166.2	155.4
CRI	80	83	82	83	83	83	83	83	83
VOLTAGE RATINGS	120 or 277V								
X34XL	3000K	4000K	5000K	3000K	4000K	5000K	3000K	4000K	5000K
WATTAGE	90W			80W			70W		
INPUT WATTS	93.6W	89.1W	93.1W	82.5W	79W	82.2W	70.9W	68.1W	70.7W
LUMENS	12,804	14,040	13,440	11,639	12,676	12,218	10,313	11,140	10,885
EFFICACY	136.8	157.6	144.4	141.1	160.5	148.6	145.5	163.6	154.0
CRI	83	86	85	83	86	85	83	86	85
VOLTAGE RATINGS	120-277V								
X34XL	3000K	4000K	5000K	3000K	4000K	5000K	3000K	4000K	5000K
WATTAGE	130W			110W			95W		
INPUT WATTS	135.1W	128.4W	134.3W	117W	112W	116.5W	101.2W	97.3W	100.9W
LUMENS	18,281	20,065	19,243	16,376	17,878	17,262	14,615	15,814	15,456
EFFICACY	135.3	156.3	143.2	140.0	159.6	148.2	144.4	162.5	153.2
CRI	783	86	85	83	86	85	83	86	85
VOLTAGE RATINGS	120-277V								
X34XXL	3000K	4000K	5000K	3000K	4000K	5000K	3000K	4000K	5000K
WATTAGE	160W			140W			120W		
INPUT WATTS	160.4W	153.4W	160.9W	141.8W	136.1W	142.2W	121W	116.4W	121.7W
LUMENS	21,483	24,168	23,567	21,510	21,934	19,703	17,458	19,243	19,121
EFFICACY	133.9	157.6	146.5	138.9	161.2	151.3	144.3	165.3	157.1
CRI	83	86	85	83	86	85	83	86	85
VOLTAGE RATINGS	120-277V								

X34 Field-Adjustable Floodlight

RAB

TECHNICAL SPECIFICATIONS (CONTINUED)

LIGHTCLOUD BLUE

Lightcloud Blue-Enabled

Lightcloud Blue (LCB) is a Bluetooth Mesh wireless lighting control system that allows you to control RAB's various compatible devices. With RAB's patented Rapid Provisioning technology, devices can be quickly and easily commissioned for residential and large commercial applications using the Lightcloud Blue mobile app. Each device in a system can communicate with any other device, eliminating the need for a Gateway or Hub and maximizing the control system's reach.

DLC system - N1XMLOEATBA (Interior); NHCZ2BIA17L (Exterior)

Learn more at www.lightcloud.com

PERFORMANCE

Lifespan

100,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations

OTHER

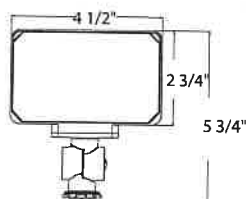
Warranty

The RAB 5-year, limited warranty covers light output, driver performance and paint finish. RAB's warranty is subject to all terms and conditions found at rablighting.com/warranty.

DIMENSIONS

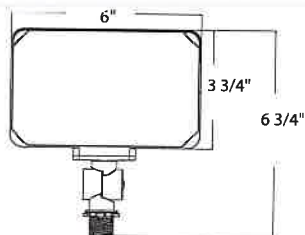
X34XS

Weight: 0.36 lbs



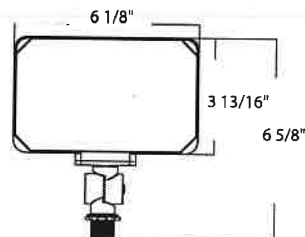
X34S

Weight: 0.6 lbs



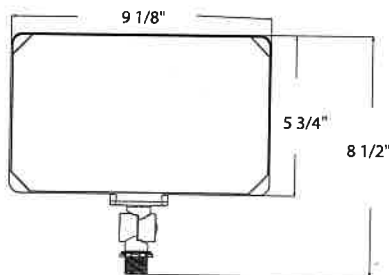
X34S/RGB

Weight: 0.6 lbs



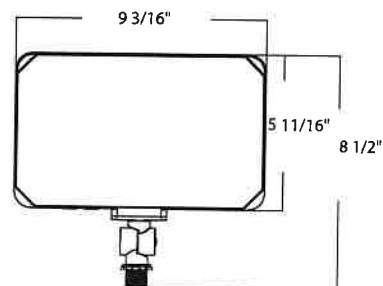
X34M

Weight: 1.23 lbs



X34M/RGB

Weight: 1.23 lbs



Meeting Date: January 6, 2026 Department: Administrative Services Staff Reference: Tina Gail

AGENDA ITEM SUMMARY REPORT

Correct the ending term for the appointment of Tim Hopkins to the YRA Board ending 12/31/2026.

PROPOSED ACTION:

Correct the ending term for the appointment of Tim Hopkins to the YRA Board ending 12/31/2026.

SUMMARY OF INFORMATION:

At the November 4, 2025 meeting, the agenda reflected 12/31/2027 vs. 12/31/2026. This proposed action is to correct the ending term date.

FISCAL IMPACT:

None.

ATTACHMENTS:

None

Meeting Date: January 6, 2026 Department: Administrative Services Staff Reference: Tina Gail

AGENDA ITEM SUMMARY REPORT

A Public Hearing to consider if it is in the public's interest to issue a new bar and grill license to Rancho Chico Mexican Food and Cantina, Inc., DBA, Racho Chico, located at 1219 Sheridan Ave.

PROPOSED ACTION:

Hear any public comment relating to a new Bar & Grill Liquor License to Rancho Chico Mexican Food and Cantina, Inc., located at 1219 Sheridan Ave.

SUMMARY OF INFORMATION:

On December 23, 2025, the city received an application for a new Bar & Grill Liquor License from Rancho Chico Mexican Food and Cantina, Inc., DBA, Rancho Chico, located at 1219 Sheridan Ave.

FISCAL IMPACT:

N/A

ATTACHMENTS:

1. Public Hearing Ad

NOTICE OF APPLICATION FOR A
BAR AND GRILL LIQUOR LICENSE

Notice is hereby given that on the 19th day of DECEMBER, 2025 Rancho Chico Mexican Food & Cantina Inc filed an application for a new BAR AND GRILL Liquor License in the office of the clerk of the City of Cody for the following described place: 1219 Sheridan Ave., Cody, WY 82414. Protests, if any there be, against the issuance of the license will be heard at the hour of 7:00 pm, or soon thereafter as practical, on the 6th day of JANUARY 2026 in the Council Chambers of City Hall, 1338 Rumsey Avenue, Cody, Wyoming.

Date: December 22nd, 2025

Cynthia D. Baker
Administrative Services Officer

PUBLISH: December 25th, and December 30th 2025

Meeting Date: January 6, 2026 Department: Administrative Services Staff Reference: Tina Gail

AGENDA ITEM SUMMARY REPORT

To consider approving a new bar and grill license to Rancho Chico Mexican Food and Cantina, Inc., DBA, Rancho Chico, located at 1219 Sheridan Ave.

PROPOSED ACTION:

Consider approving a new Bar & Grill License for Rancho Chico Mexican Food and Cantina, Inc., DBA, Rancho Chico, located at 1219 Sheridan Ave, contingent upon review of the application by the Wyoming Liquor Division.

SUMMARY OF INFORMATION:

The Wyoming State Statutes authorize the City of Cody up to 10 Bar & Grill Licenses to be issued, which the city currently has (2) available licenses to consider issuing. The City of Cody did advertise for applications of new Bar & Grill Licenses and received one (1) application. A public hearing was previously conducted earlier at this meeting. Staff is recommending approval of the application contingent upon all documents being reviewed by the Wyoming Liquor Division. Currently, Rancho Chico has a restaurant license. Obtaining a bar and grill license would enable them to operate their bar/counter area without a plexiglass barrier.

FISCAL IMPACT:

If the application for the bar and grill license is approved, the city would receive \$2,916.69 (Prorated fee January 7, 2026 - July 31, 2026), the city will receive renewal fees in the amount of \$1,500.

ATTACHMENTS:

1. RC Application

NEW OR RENEWAL
LIQUOR LICENSE OR
PERMIT APPLICATION

(State of Wyoming-County and Municipal Jurisdictions)

FOR LIQUOR DIVISION USE ONLY

Customer #:

Transf. from:

1st Reviewer:

2nd Reviewer:

CLERK SECTION: Completed by City / Town / County Clerk

Local License #

Filing In Jurisdiction:

☐ CITY or TOWN OF: Cody

☐ COUNTY OF: Park

Fees

Annual License Fee: \$1,500.00

Prorated License Fee: \$

Transfer Fee: \$

Date filed with clerk: 12, 23, 2025

Advertising Dates: (Minimum 2 Consecutive Weeks Prior to Hearing)
12, 25, 2025 & 12, 30, 2025

Public Hearing Date: 01, 06, 2026

Publishing Fee: \$

Publishing Fee Direct Billed to Applicant: ☐

License Term:

Month / Day / Year Through Month / Day / Year

LICENSING AUTHORITY CLERK: BEGIN ADVERTISING PROMPTLY!

PER W.S. 12-4-104(d): IMMEDIATELY FORWARD A COPY OF THE APPLICATION AND ALL ATTACHEMENTS TO THE DIVISION.NO LICENSING AUTHORITY SHALL APPROVE OR DENY AN APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.

SECTION 1: APPLICANT & LOCATION INFORMATION

Applicant (Business Name): RANCHO CHICO MEXICAN FOOD AND CANTINA INC

Doing Business As (DBA) / Trade Name: RANCHO CHICO

Building to be licensed / Building Address: 1219 SHERIDAN AVE

(Address Number, and Suite or Unit Number, and Street or Road Name)

CODY WY 82414 PARK COUNTRY

City State Zip County

Local Mailing Address: 1219 SHERIDAN AVE

(Address Number or PO Box, and Suite or Unit Number, and Street or Road Name)

CODY WY 82414 PARK COUNTRY

City State Zip County

Business Telephone Number: 978-377-0782

Fax Number: 978-891-8151

Business E-Mail Address: GOTAX14@GMAIL.COM

Business Primary Contact: GARY ORTIZ

First Name Last Name

SECTION 2: FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL | ☐ GENERAL PARTNERSHIP | ☐ LP | ☐ LLP | ☐ LLLP | ☐ LLC | ☐ LC | ☒ CORPORATION (INC)

☐ NON-PROFIT CORPORATION (NCORP) | ☐ POLITICAL SUBDIVISION | ☐ ORGANIZATION | ☐ OTHER

SECTION 3: FILING FOR (CHOOSE ONLY ONE)

☒ NEW LICENSE OR PERMIT

☐ RENEWAL OF LICENSE OR PERMIT

☐ TRANSFER OF LOCATION

☐ TRANSFER OF OWNERSHIP*

☐ TRANSFER OF OWNERSHIP* and LOCATION

*For a Transfer of Ownership: Attach a Form of Assignment

Formerly Held by:

SECTION 4: TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

(a) Licenses and Permits Authorized for On-Premise Sales and Off-Premise Package Sales

☐ RETAIL LIQUOR LICENSE

☐ COUNTY MALT BEVERAGE PERMIT

☐ MICROBREWERY PERMIT

☐ WINERY PERMIT

☐ WINERY SATELLITE PERMIT

☐ MANUFACTURER SATELLITE PERMIT

(i) Primary Business Type (CHOOSE ONLY ONE) (W.S. 12-6-101(c)(vi))

☐ ON-PREMISE: BAR | ☐ OFF-PREMISE: PACKAGE STORE | ☐ ON & OFF PREMISE: BAR & PACKAGE STORE

(b) Licenses and Permits Authorized for ONLY On-Premise Sales

☐ RESTAURANT LIQUOR LICENSE

☒ BAR AND GRILL LIQUOR LICENSE

☐ SPECIAL MALT BEVERAGE PERMIT

☐ RESORT LIQUOR LICENSE

☐ RESORT HOTEL LIQUOR LICENSE

☐ RESORT LIQUOR LICENSE-SKI RESORT

LIMITED RETAIL LIQUOR LICENSE (CLUB)

☐ GOLF CLUB

☐ VETERANS CLUB

☐ FRATERNAL CLUB

☐ SOCIAL CLUB

SECTION 5: SPECIAL STATUTORY DESIGNATIONS-ONLY COMPLETE IF APPLICABLE (CHOOSE ONLY ONE)

☐ COMMERCIAL AIRPORT (W.S. 12-4-201(d)(iv)) | ☐ GOLF CLUB (W.S. 12-5-201(f)) | ☐ GUEST RANCH (W.S. 12-5-201(f))

☐ Other:

SECTION 6: OPERATIONAL STATUS (W.S. 12-1-101(a)(xxi) / 12-2-301(c) / 12-4-103(a)(iv)) and to assist the Liquor Division with Scheduling Inspections)

☐ SEASONAL

☐ NON-OPERATIONAL / PARKED

MONTHS OF OPERATION: from Jan to Dec

DAYS OF WEEK OF OPERATION: from Mon to Sun

HOURS OF OPERATION: from 11AM to 9PM

☒ All Year (Jan-Dec)

☒ Every Day (Mon-Sun)

☐ 24 Hours a Day

Page 1 of 5

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ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 3

1. BUILDING OWNERSHIP: W.S. 12-4-103(a)(iii)

Does the Applicant own or lease the licensed building?

(a)

The Applicant **OWNS** the licensed building.

☐ YES (own)

(b)

The Applicant **LEASES** the licensed building.

☒ YES (lease)

If the building is leased, attach a copy of the lease agreement and complete (i) through (iii) below:

(i)

The lease term expiration date is: 12 / 31 / 2027 ; or, ☐ Does not expire / Automatically Renews.

Note: The lease term **MUST** continue at least through the term of the liquor license or permit.

(ii)

The lease term information is located on page(s) 1 paragraph(s) SECTION 2

(iii)

Sales provision for alcoholic or malt beverages: located, on page(s) 4 paragraph(s) SECTION 4

Note: The lease **MUST** contain a provision specifically allowing the **SALE OF ALCOHOLIC or MALT BEVERAGES**.

(c)

RENEWAL ONLY: The lease is current and on file with the Licensing Authority.

☐ YES ☐ NO

(i)

If NO to (c), attach a copy of the current lease agreement and complete 1.(b), (i) through (iii)

2. LIQUOR BUSINESS CONTROL: W.S. 12-4-601(b)

(a)

To operate the liquor business, has the business or license/permit been assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license or permit or the licensed building?

☐ YES ☒ NO

(b)

If the answer was YES to 2(a) above, attach a written explanation and copies of any documents in connection there within.

3. INTEREST IN LICENSE OR PERMIT: W.S. 12-5-401, 12-5-402, 12-5-403

Does any alcohol manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm:

(a)

Hold any interest in the license/permit applied for?

☐ YES ☒ NO

(b)

Furnish by way of loan or any other money or financial assistance for purposes hereof in the business?

☐ YES ☒ NO

(c)

Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs?

☐ YES ☒ NO

(d)

If the answer was YES to any of the above questions, attach a written explanation and copies of any documents in connection there within.

QUESTIONS 4-16 AND SIGNATURE PAGE: COMPLETED BY THE APPLICANT AS APPLICABLE

4. RETAIL LIQUOR LICENSE-COMMERCIAL SERVICE AIRPORTS ONLY: W.S. 12-4-201(m)

(a)

Will food and beverage services be contracted or subcontracted?

☐ YES ☐ NO

(i)

If YES, is a copy of the food and beverage contract or lease attached?

☐ YES ☐ NO

(ii)

RENEWAL ONLY: The contract or subcontract is current and on file with the Licensing Authority.

☐ YES ☐ NO

(iii)

If NO to (a) (ii), attach a copy of the current contract or subcontract.

5. BAR AND GRILL LICENSE OR RESTAURANT LIQUOR LICENSE ONLY: 12-4-413(a) / W.S. 12-4-407(a)

Is a copy of the valid food service permit or the approved permit application attached?

☒ YES ☐ NO

6. RESTAURANT LIQUOR LICENSE-RENEWAL ONLY: W.S. 12-4-407(a) / W.S. 12-4-408

(a)

Gross sales figures and percentages of income derived from:

(Line 1) Liquor Sales:

\$

() %

(Line 2) Food Sales:

\$

() %

(Line 1 + Line 2 must = Line 3)

(Line 3) Gross Sales:

\$

() %

7. BAR AND GRILL LICENSE LIQUOR LICENSE-RENEWAL ONLY: W.S. 12-4-413(a) / W.S. 12-4-413(h),(i),(k)

(a)

Gross sales figures and percentages of income derived from:

(Line 1) Liquor Sales:

\$

() %

(Line 2) Food Sales:

\$

() %

(Line 3) Entertainment Sales:

\$

() %

(Line 1 + Line 2 + Line 3 must = Line 4)

(Line 4) Gross Sales:

\$

() %

8. RESORT LIQUOR LICENSE: W.S. 12-4-401 through W.S. 12-4-405

Does the resort complex:

(a)

Have an actual valuation of at least one million dollars, or have committed or expended not less than one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i)

☐

YES

☐

NO

(b)

Include a restaurant and a convention facility; a convention facility that will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii)

☐

YES

☐

NO

(c)

Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii)

☐

YES

☐

NO

(d)

If no on question (c), have a ski resort facility open to the general public in which has been committed or expended not less than 10 million dollars (\$10,000,000.00) on the facility? W.S. 12-4-401(b)(iv)

☐

YES

☐

NO

(e)

Will food and beverage services be contracted or subcontracted? W.S. 12-4-403(b)

☐

YES

☐

NO

(i)

If YES to (e), attach a copy of the contract or subcontract.

(ii)

RENEWAL ONLY: The contract or subcontract is current and on file with the Licensing Authority.

☐

YES

☐

NO

(iii)

If NO to (e) (ii), attach a copy of the current contract or subcontract.

9. RESORT HOTEL LIQUOR LICENSE: W.S. 12-4-416 / W.S. 12-4-403 through W.S. 12-4-405

Does the resort hotel:

(a)

Have an actual valuation of at least five million dollars, or have committed or expended at least five million dollars (\$5,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-416(b)(i)

☐

YES

☐

NO

(b)

Include a full-service restaurant? W.S. 12-4-416(b)(ii)

☐

YES

☐

NO

(c)

Include not less than twenty (20) sleeping rooms for short-term occupancy? W.S. 12-4-416(b)(iii)

☐

YES

☐

NO

(d)

Provide dining services to guest rooms for not less than twelve (12) hours each day? W.S. 12-4-416(b)(iv)

☐

YES

☐

NO

(e)

Provide facilities to accommodate business meetings for not less than fifty (50) participants? W.S. 12-4-416(b)(v)

☐

YES

☐

NO

(f)

Will food and beverage services be contracted or subcontracted? W.S. 12-4-403(b)

☐

YES

☐

NO

(i)

If YES to (f), attach a copy of the contract or subcontract.

(ii)

RENEWAL ONLY: The contract or subcontract is current and on file with the Licensing Authority.

☐

YES

☐

NO

(iii)

If NO to (f) (ii), attach a copy of the current contract or subcontract.

10. MICROBREWERY PERMIT:

WHOLESALE DISTRIBUTION: W.S. 12-2-201(a)

(a)

Will or does the microbrewery at this location self-distribute its products or distribute through a licensed wholesaler?

☐

YES

☐

NO

If YES to (a); contact the Wyoming Liquor Division for further information.

RENEWAL ONLY: PRODUCTION REQUIREMENTS: W.S. 12-1-101(a)(xix)

(b)

Malt Beverage Production

Minimum barrel production required for the current license term:

50.00

(i)

Barrels produced to date for the current license term:

(ii)

Variance:

(c)

Will the microbrewery at this location have produced at least 50 barrels (1,550 gallons) but less than 50,000 barrels (1, 550,000 gallons) by the end of the current license term as required by law?

☐

YES

☐

NO

(i)

If NO to (c), attach a written explanation.

11. LIMITED RETAIL (CLUB) LIQUOR LICENSE: FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

(a)

Has the fraternal organization been actively operating in at least thirty-six (36) states?

☐

YES

☐

NO

(b)

Has the fraternal organization been actively in existence for at least twenty (20) years?

☐

YES

☐

NO

12. LIMITED RETAIL (CLUB) LIQUOR LICENSE: VETERANS CLUBS W.S. 12-1-101(a)(iii)(A)

(a)

Does the Veterans organization hold a charter by the Congress of the United States?

☐

YES

☐

NO

(b)

Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary?

☐

YES

☐

NO

13. LIMITED RETAIL (CLUB) LIQUOR LICENSE: GOLF CLUBS W.S. 12-1-101(a)(iii)(D) / W.S. 12-4-301(e)

(a)

Does the golf club have more than fifty (50) bona fide members?

☐

YES

☐

NO

(b)

Does the Applicant, maintain, or operate a bona fide golf course together with a clubhouse?

☐

YES

☐

NO

(c)

Is the Applicant a Political Subdivision of the state that owns, maintains, or operates this golf course?

☐

YES

☐

NO

(i)

Will food and beverage services be contracted or subcontracted? W.S. 12-4-301(e)

☐

YES

☐

NO

(ii)

If YES, is a copy of the food and beverage contract or lease attached?

☐

YES

☐

NO

(iii)

RENEWAL ONLY: The contract or subcontract is current and on file with the Licensing Authority.

☐

YES

☐

NO

(iv)

If NO to (c) (iii), attach a copy of the current contract or subcontract.

14.

LIMITED RETAIL (CLUB) LIQUOR LICENSE: SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E) / W.S. 12-4-301(b)

(a)

Does the club have more than one hundred (100) bona fide members who are residents of the county in which the club is located?

☐

YES

☐

NO

(b)

Is the club incorporated and operating solely as a nonprofit organization under the laws of this state?

☐

YES

☐

NO

(c)

Is the club qualified as a tax-exempt organization under the Internal Revenue Service?

☐

YES

☐

NO

(d)

Has the club been in continuous operation for a period of not less than one (1) year?

☐

YES

☐

NO

(e)

Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues?

☐

YES

☐

NO

(f)

Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club?

☐

YES

☐

NO

(g)

Is a true copy of the club bylaws attached to this application?

☐

YES

☐

NO

(h)

Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition(s) Attached)

☐

YES

☐

NO

(i)

If YES to (h), attach a copy of the Petition(s).

15.

For Applicants Filing As: Individual, General Partnership, Political Subdivision, Organization or Other: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or officer (as applicable) listed below must complete all of the information below.

(If more information is required, list on a separate piece of paper and attach to this application.)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip DO NOT LIST PO BOXES	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been convicted within the previous 10 years of:	
					Any Felony under Wyoming law?	Any Violation under Wyoming law relating to the sale or manufacture of Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

16.

For Applicants Filing As: Corporation (INC), Limited Company (LC), Limited Liability Company (LLC), Limited Liability Partnership (LLLP) or Limited Partnership (LP): W.S. 12-4-102(a)(iv) & (v)

(a)

Is the Applicant Registered and Active with the Wyoming Secretary of State as required per W.S. 12-4-103(a)(x) or as otherwise required by Wyoming state laws?

☒

YES

☐

NO

☐

NOT
APPLICABLE

List below: Each Officer, Director, stockholder, legal entity or member holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock or ownership of the corporation, limited liability company, limited liability partnership, or limited partnership.

Each Officer, Director or LLC member listed below must complete all of the information below.

(If more information is required, list on a separate piece of paper and attach to this application.)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip DO NOT LIST PO BOXES	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock or Ownership Held	Have you been convicted within the previous 10 years of:	
						Any Felony under Wyoming law?	Any Violation under Wyoming law relating to the sale or manufacture of Alcoholic Liquor or Malt Beverages?
LUIS A GUERRERO URISTA	03/29/1972	942 Shoshoni St, Thermopolis, WY 82443	360-990-4192	1	70%	YES ☐ NO ☒	YES ☐ NO ☒
MARISSA J RODRIGUEZ	08/14/1978	942 Shoshoni St, Thermopolis, WY 82443	863-801-0209	1	30%	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

REQUIRED ATTACHMENTS:

FILING FOR: NEW, OR ANY TYPE OF TRANSFER

- ☒ A statement indicating the financial condition and financial stability of the Applicant. W.S. 12-4-102(a)(vi).
- ☐ If Filing For a Transfer of Ownership: Attach a form of assignment from the current licensee assigning the current license or permit to the new Applicant. W.S. 12-4-601(b).
- ☒ A copy of any lease agreement(s). W.S. 12-4-103(a)(iii)
- ☒ Bar & Grill and Restaurant liquor license Applicants: Attach a copy of the current Food Service Permit or the approved permit application for the Applicant and for the licensed building location. 12-4-413(a) / W.S. 12-4-407(a)
- ☐ If food and beverage services will be contracted or subcontracted attach a copy of the contract or lease agreement. W.S. 12-4-201(m) / W.S. 12-4-301(e) / W.S. 12-4-403(b)
- ☐ If filing for a Limited Retail Liquor License, operating as a Golf Club or Social Club, attach a copy of the club's bylaws including membership criteria. W.S. 12-4-301(c)
- ☐ If filing for a Microbrewery Permit or Winery Permit: Attach a copy of the approved Federal TTB Permit.
- ☐ If a current licensee is filing for a new, different license or permit: Attach a statement indicating the status of the current license or permit if the new license or permit is approved.

FILING FOR: RENEWAL

- ☐ A copy of any new or updated lease agreement(s) if not currently on file with the Licensing Authority. W.S. 12-4-103(a)(iii)
- ☐ Bar & Grill and Restaurant liquor license Applicants: Attach a copy of the current Food Service Permit or the approved permit application for the Applicant and for the licensed building location. 12-4-413(a) / W.S. 12-4-407(a)
- ☐ If food and beverage services will be contracted or subcontracted attach a copy of the contract or lease agreement if the agreement on file with the Licensing Authority is not current. W.S. 12-4-201(m) / W.S. 12-4-301(e) / W.S. 12-4-403(b)

OATH OR VERIFICATION W.S. 12-4-102(b)

Requires signatures by:

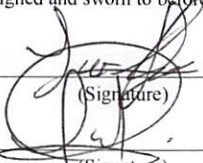
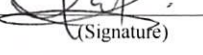
ALL Individuals, ALL Partners, ONE (1) LLC Member, or TWO (2) Corporate Officers or Directors except that if all the stock of the corporation is owned by ONE (1) individual then that individual may sign and verify the application upon his oath, or ONE (1) Officer or Director, or Member of an Organization or Association.

Any individual who signs the application must also be listed on Question 15 or Question 16 as applicable or additional documentation must be provided confirming legal authority to sign the application on behalf of the Applicant.

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

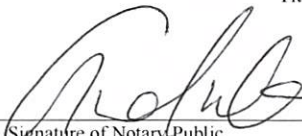
STATE OF WYOMING)
COUNTY OF Park) SS.

Signed and sworn to before me on this 10th day of November, 2025, that the facts alleged in the foregoing instrument are true by the following:

1)  (Signature)	LUIS A GUERRERO URISTA (Printed Name)	PRESIDENT Title
2)  (Signature)	MARISSA J RODRIGUEZ (Printed Name)	DIRECTOR Title
3) _____ (Signature)	_____ (Printed Name)	_____ Title
4) _____ (Signature)	_____ (Printed Name)	_____ Title
5) _____ (Signature)	_____ (Printed Name)	_____ Title



Witness my hand and official seal:


Signature of Notary Public

My commission expires: 3/30/29

Issued by:

**WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES**

**2219 CAREY AVE
CHEYENNE, WY 82002**

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 13949

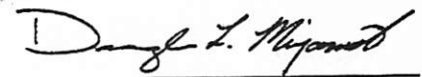
Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below:

Issued to:

**RANCHO CHICO
1219 SHERIDAN AVE
CODY, WY 82414**

**EXPIRATION DATE:
3/20/2026**

**RANCHO CHICO MEXICAN FOOD AND
CANTINA INC
LUIS A GUERRERO URISTA
1219 SHERIDAN AVE
CODY, WY 82414**



Director of Dept. of Ag

**THIS LICENSE MUST BE CURRENT
AND POSTED CONSPICUOUSLY
AT THE PHYSICAL LOCATION**

BUSINESS PLAN

Rancho Chico Mexican Food and Cantina, Inc. is a full-service Mexican restaurant and bar located at 1219 Sheridan Avenue in Cody, Wyoming. The business was incorporated on January 3, 2025, and is owned by Luis A. Guerrero Urista and his wife, Marissa J. Rodriguez. We currently employ thirteen people and are committed to providing every customer with an excellent dining and social experience through authentic Mexican food, quality drinks, and friendly service.

Rancho Chico serves a variety of traditional and modern Mexican dishes and alcoholic beverages, including beer, wine, and mixed drinks. We currently operate under a restaurant liquor license but are applying for a Bar and Grill License to align with the type of bar service we provide and comply fully with city and state regulations.

The bar and grill industry is a stable and popular segment of the restaurant market in Wyoming. Customers seek local dining experiences that combine quality food, drinks, and a welcoming atmosphere. Cody's tourism brings steady seasonal traffic in addition to regular local patrons.

Our target market includes local residents, tourists, and adults over twenty-one who enjoy dining and socializing in a comfortable environment. Rancho Chico stands out through authentic recipes, consistent food quality, and the personal involvement of its owners in daily operations.

We comply with all city, county, and state regulations governing bar and grill establishments. All staff serving alcohol are properly trained, and we maintain required insurance, records, and safety standards. Identification is checked for every alcohol purchase, and service is refused to minors or visibly intoxicated individuals.

Currently, Rancho Chico employs thirteen staff members. The owners are directly involved in operations, with Marissa managing the kitchen and food preparation and Luis overseeing front-of-house operations and bar service. The restaurant operates daily for lunch and dinner. All food is made fresh using quality ingredients, and beverages are sourced through licensed Wyoming distributors. Staff are trained in customer service, food safety, and responsible alcohol service.

Revenue comes from food and beverage sales. Alcoholic beverage sales contribute higher profit margins and complement our food service. Operating expenses include payroll, supplies, rent, utilities, insurance, and licensing fees. With the Bar and Grill License, Rancho Chico will operate fully in compliance with regulations while continuing to provide excellent experiences for all guests.

RANCHO CHICO MEXICAN FOOD AND CANTINA INC

11/13/25

Profit & Loss

Accrual Basis

September 2024 through September 2025

	Sep '24 - Sep 25
Ordinary Income/Expense	
Income	
Bank Deposits	10,253.88
BankCard USA	1,069,705.16
Total Income	1,079,959.04
Cost of Goods Sold	
Food and Beverage Purchases	361,613.29
Merchant Account Fees	26,608.99
Restaurant Supplies	6,345.58
Total COGS	394,567.86
Gross Profit	685,391.18
Expense	
Advertising and Promotion	10,648.19
Automobile Expense	
Auto Services and Repair	86.58
Gas and Diesel	477.45
Total Automobile Expense	564.03
Business Licenses and Permits	827.28
Contractor Expense	3,455.00
Contractor Tips Credit Cards	28,032.90
Donations	200.00
Hotel and Lodging	498.97
Insurance Expense	5,260.00
Leasing Service	7,457.88
Meals and Entertainment	1,128.09
Office Supplies	681.37
Payroll Expenses	208,236.00
Payroll Taxes	
FUTA	723.02
Medicare	4,230.75
Social Security	18,089.49
SUTA	25,192.78
Total Payroll Taxes	48,236.04
Postage Fee	20.84
Professional Fees	4,391.00
Rent Expense	24,678.53
Repairs and Maintenance	12,579.27
Security	151.32
Software and Computer Expenses	8,844.35
Tax Expense	
City Taxes	7,126.18
Meal Taxes	34,384.75
State Taxes	60.00
Total Tax Expense	41,570.93
Telephone Expense	1,920.42
Travel Expense	1,692.00
Utilities	2,574.14
Water	998.07
Worker's Compensation	7,361.65
Total Expense	422,008.27
Net Ordinary Income	263,382.91
Net Income	263,382.91

LEASE AGREEMENT

THIS LEASE AGREEMENT, made between **NIINA I. BAGDASAR**, a married person dealing in her sole and separate property (herein called "LESSOR"), and **Rancho Chico Mexican Food and Cantina, Inc.** (herein called "LESSEE").

WITNESSETH: That LESSOR, for and in consideration of the covenants and agreements hereinafter set forth, to be kept and performed by LESSEE, does hereby lease unto LESSEE the following real property located at 1219 Sheridan Avenue, Cody, Wyoming 82414:

Lot 15, Block 50, Original Town (now City) of Cody, as located in Book "E" of plats, Page 58, according to the records of the County Clerk and Recorder of Park County, State of Wyoming. INCLUDING the two parking spaces behind the building.

EXCEPTING therefrom all of the second floor, together with the stairway leading to the second floor.

herein called "the LEASED PROPERTY", and LESSEE does hereby rent the same from LESSOR upon the following terms and conditions. LESSOR has made no warranties, express or implied, as to the LEASED PROPERTY, including any improvements thereon, and LESSEE accepts the LEASED PROPERTY "AS IS."

1. TERM-This Lease shall commence February 1, 2025, and end on December 31, 2027 (the "Primary Term"), unless renewed for a Secondary Term as provided herein.

LESSOR and LESSEE may mutually agree to renew this Lease for a three-year secondary term commencing January 1, 2027, and ending December 31, 2029 (the "Secondary Term"). The rent for the Secondary Term will be renegotiated and must be mutually agreed upon by the parties.

**2. RENT- LESSEE covenants and agrees to pay to LESSOR the following rent for the
LEASED PROPERTY:**

- A. LESSEE shall pay to LESSOR in 2025 twelve monthly rent payments totaling of \$43,316 for the first year.
- B. LESSOR has agreed to the following payment schedule for the first year of business, to accommodate the starting cost of a new venture:
 - February 2025 to March 2025: \$2408/month
 - April 2025: \$4,000/month
 - May 2025 to September 2025: \$4,500/month
 - October 2025 to December 2025: \$4,000/monthThus the average monthly payment is \$3,810/month for the first year.

- C. The monthly rent shall be adjusted each January 1 to an amount equal to \$4,500 plus the cost of living increase as determined by the Consumer Price Index published by the United States Department of Commerce, which shall be computed by increasing the amount of the monthly rental by the same percentage as the Index for the preceding year, but in no event shall the increase in the monthly rental be less than 3%.
- D. The second year 2026 rent is 12 monthly payments totaling \$54,000 or \$4,500/month.

During each lease year LESSEE shall pay to LESSOR as additional rent 2/3 of LESSOR'S cost of maintaining liability and casualty insurance on 1219 Sheridan Avenue, Cody, Wyoming. The reimbursement for the insurance shall be made within 30 days after LESSOR has provided LESSEE with a copy of the insurance notice. The amount of such reimbursement shall be subject to the late charge and interest as provided for delinquent rent

LESSEE shall also pay LESSOR as additional rent 2/3 of the property taxes assessed against 1219 Sheridan Avenue, Cody, Wyoming. Annually, LESSOR shall furnish to LESSEE a copy of the current tax notice. LESSEE shall reimburse LESSOR for the property taxes each year in two equal payments, one on April 15 and one on September 15. The amount of such reimbursement shall be subject to the late charge and interest as provided for delinquent rent. In addition, LESSEE shall pay all property taxes assessed against all of LESSEE'S personal property, trade fixtures and inventory.

All rent payable shall be subject to a late charge of \$200.00 if paid more than ten days late, and shall bear interest after being 30 days past due at the rate of 12 percent per year.

3. SECURITY DEPOSIT- A \$3,000.00 security deposit will be paid by LESSEE upon full execution of this Lease Agreement, which deposit shall be applied to pay for any damages, including past due rent, if any, caused by LESSEE. Any excess amount shall be refunded to LESSEE at the termination of this Lease Agreement.

4. **USE OF THE LEASED PROPERTY-LESSEE** covenants and agrees that LESSEE will use the LEASED PROPERTY for a restaurant, and for no other purpose. LESSEE is allowed to serve alcoholic beverages to the extent that the Wyoming Laws and Cody City Ordinances and subsequent licenses permit. LESSEE will make no unlawful use of the LEASED PROPERTY and will not keep or maintain thereon any substances or materials or conduct its business operation in a manner which may vitiate or endanger the validity of the hazard insurance on the improvements or increase the premium of such hazard insurance.

4. **LIABILITY INSURANCE FOR LEASED PROPERTY - LESSOR** shall maintain general public liability insurance against claims for personal injury, death or property damages, occurring in, on or about the LEASED PROPERTY, with limits of not less than \$2,000,000.00 for bodily injury or death sustained by any one person and \$2,000,000.00 for personal injury or bodily injury or death of more than one person in one occurrence, and \$500,000.00 with respect to damage to or destruction of property for each occurrence, and property damage limits of \$50,000.00 for each occurrence.

5. **CASUALTY INSURANCE - LESSEE** shall provide any and all casualty insurance covering the contents of the LEASED PROPERTY and shall provide LESSOR with proof of such insurance by January 30, 2025. LESSOR shall secure and maintain fire and extended coverage insurance covering the entire building.

6. **TAXES - LESSOR** shall pay all property taxes assessed against the LEASED PROPERTY which are attributable to the real property and the structures thereon.

-5-

7. UTILITIES - LESSEE shall pay for utilities used or consumed on the LEASED PROPERTY. If LESSEE fails or refuses to pay the same, LESSOR may make such payments and such payment shall be added to the rent and shall be subject to the late charge and interest as provided for delinquent rent.

8. **MAINTENANCE & REPAIRS** - LESSEE shall keep the interior of the building in a good state of repair (except for structural defects); shall perform all maintenance and repairs required, including painting, heating, air conditioning, electrical, water and sewer facilities within the building, shall promptly replace all broken or damaged glass; shall keep sidewalks and entry ways free from snow, ice, litter, merchandise, and obstructions of any kind; shall make no structural changes in the building without the prior written consent of LESSOR; and shall repair any damage to the roof of the building caused by signs thereon erected by or for the benefit of LESSEE. If LESSEE fails to maintain the LEASED PROPERTY as herein provided, LESSOR may perform such repairs and maintenance, and the costs thereof shall be added to the rent and shall be subject to the late charge and interest as provided for delinquent rent. LESSOR shall keep the exterior of the building in a good state of repair; shall correct any structural defects; and shall keep the roof in a good state of repair, except for damages caused by signs erected thereon. LESSEE shall return the LEASED PROPERTY to LESSOR upon the termination of this Lease, however the same shall terminate, in the same condition as when received, ordinary wear, tear and acts of God excepted.

9. **DESTRUCTION OF BUILDING** - If the building is totally destroyed (or so substantially damaged as to be untenable) by storms, fire, earthquake or other casualty, this Lease shall terminate as of the date of such destruction or damage, and rental shall be accounted for between LESSOR and LESSEE on that date.

If the building is damaged but not rendered wholly untenable and the damage can be fully repaired in ninety days, rent shall abate in proportion as the building has been damaged and LESSOR shall restore within said time limit, whereupon rent in full shall recommence. Should the LESSOR fail or refuse to fully repair the building within said ninety days, LESSEE may terminate this Lease.

10. LICENSES AND PERMITS - LESSEE shall be responsible for obtaining all permits and licenses necessary to operate its business.

11. INSPECTION - LESSOR may at all reasonable times enter to inspect the LEASED PROPERTY, to make repairs or show the LEASED PROPERTY to persons who may wish to lease the same.

12. ASSIGNMENT - LESSEE shall not assign this Lease nor sublet all or any part of the LEASED PROPERTY without the prior written consent of LESSOR.

13. REMOVAL OF FIXTURES - LESSEE may remove, prior to the expiration of this Lease, all fixtures and equipment which it has placed on the LEASED PROPERTY, provided, LESSEE shall repair all damages caused by such removal. Lessor owns a substantial amount of the restaurant equipment and the list of it is attached to this agreement.

ADVERTISING SIGN - LESSEE shall be responsible for all signage for their business, including exterior signage or window signage or lettering. Proposed exterior and window signage shall be tasteful and professional and must first be submitted to LESSOR for review and approval. Should LESSOR reject the new signage as proposed, it shall be resubmitted by LESSEE to LESSOR until LESSOR ultimately approves and provides written consent for the signage to proceed. LESSEE shall be responsible for complying with all City requirements for any signage.

14. TERMINATION BY LESSOR- If LESSEE fails to keep and perform or shall violate any of the covenants, conditions or terms of this Lease, including the payment of the monthly rental when and as due, and fails to remedy such default within 15 days for failure to pay rent, and 30 days for all other defaults under this Agreement, after written notice thereof of LESSOR, or if LESSEE is adjudicated bankrupt or makes an assignment for the benefit of creditors, or if a receiver shall be appointed for LESSEE or its interest hereunder, then and in any such event, LESSOR shall have the right at any time thereafter to terminate this Lease without further notice or demand. The right of termination shall not be exclusive and LESSOR shall have such other rights and remedies as may be provided by law for enforcing LESSOR'S rights hereunder and for the collection of rent.

LESSEE agrees to pay LESSOR'S costs, including reasonable attorney's fees, for enforcing any of LESSOR'S rights hereunder, including the collection of rent, late charges and interest on delinquent rent.

15. REMOVAL OF LESSEE'S PROPERTY - If LESSEE shall fail to remove all personal property from the LEASED PROPERTY upon the abandonment thereof or upon the termination of this Lease Agreement for any cause whatsoever, the personal property shall be considered abandoned. Any property of LESSEE which has been abandoned by LESSEES or deemed to have been abandoned by LESSEE may be disposed of as LESSOR shall elect. If the personal property is sold, the proceeds thereof shall be applied in payment of amounts due LESSOR from LESSEE hereunder and unpaid at that time and in payment of any and all expenses incurred by

LESSOR incident to the removal and sale of such abandoned property.

16. SUCCESSORS AND ASSIGNS - This Lease and its terms and conditions shall inure to the benefit of the parties and their respective heirs, successors and assigns, limited however, by the provisions herein expressed to the contrary.

17. NOTICE - Any notice provided for or permitted herein may be delivered in person to the other party or may be delivered by depositing a copy thereof in the United States mail, postage prepaid, addressed to LESSOR as follows:

Niina I. Bagdasar
700 Main Street, P.O.Box 777
Ralston, Wyoming 82440

and addressed to LESSEE as follows:

Rancho Chico Mexican Food and Cantina, Inc.

Notice by mail shall be considered delivered 24 hours following the deposit thereof in any United States post office. Either party may change the address of notice by giving appropriate notice thereof in writing to the other party.

18. INDEMNITY - LESSEE shall indemnify LESSOR from and against: any and all claims and liabilities arising from or in connection with the LEASED PROPERTY or the conduct or operation of any business thereon; any condition created in or about the LEASED PROPERTY unless created by LESSOR or someone acting on LESSOR'S behalf or at LESSOR'S direction; any act, omission or negligence of LESSEE and its employees, agents, representatives, guests, invitees or those acting on LESSEE'S behalf or at LESSEE'S direction; or any accident or

LESSOR incident to the removal and sale of such abandoned property.

16. SUCCESSORS AND ASSIGNS - This Lease and its terms and conditions shall inure to the benefit of the parties and their respective heirs, successors and assigns, limited however, by the provisions herein expressed to the contrary.

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18. INDEMNITY - LESSEE shall indemnify LESSOR from and against: any and all claims and liabilities arising from or in connection with the LEASED PROPERTY or the conduct or operation of any business thereon; any condition created in or about the LEASED PROPERTY unless created by LESSOR or someone acting on LESSOR'S behalf or at LESSOR'S direction; any act, omission or negligence of LESSEE and its employees, agents, representatives, guests, invitees or those acting on LESSEE'S behalf or at LESSEE'S direction; or any accident or

damage occurring in, at, on or about the LEASED PROPERTY not caused by LESSOR or someone acting on LESSOR'S behalf or at LESSOR'S direction.

LESSOR shall not be liable to LESSEE for lost profits, lost work time or other consequential damages resulting from business interruptions.

19. MERGER OF NEGOTIATIONS - All negotiations between the parties are merged into this Lease Agreement and there are no undertakings or agreements other than those incorporated herein. This Lease Agreement may not be modified, except by an instrument in writing duly executed by the parties.

IN WITNESS WHEREOF, This Lease Agreement is executed by the parties hereto as of the

3 day of JANUARY, 2025.

LESSEE:

LESSOR:

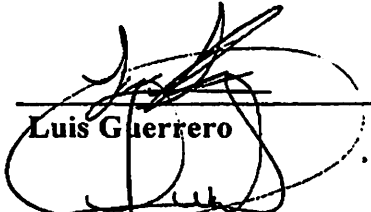
Rancho Chico Mexican Food and Cantina, Inc.

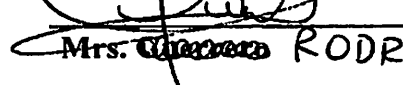
By

By


Nune Bogdanos

THE UNDERSIGNED PERSONALLY GUARANTEE LESSEE'S PAYMENTS SET FORTH IN THIS LEASE AGREEMENT.


Luis Guerrero


Mrs. ~~Guerrero~~ RODRIGUEZ

Meeting Date: January 6, 2026 Department: Finance Staff Reference: Leslie Brumage
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AGENDA ITEM SUMMARY REPORT

Resolution 2026-01

A Resolution authorizing the removal of signatories on all City of Cody banking and depository accounts.

PROPOSED ACTION:

Approve Resolution 2026-01 removing Cynthia Baker as a signatory on the City of Cody's banking and depository accounts effective January 9, 2026.

SUMMARY OF INFORMATION:

Cyntha Baker is retiring from City employment. In accordance with City policy and internal control best practices, authorized signatories on City bank and investment accounts must be limited to current City officials and employees whose job duties require such authority. City financial institutions require formal action by the governing body to add or remove authorized signatories. This action does not affect existing account structures or banking relationships; it solely updates authorized signature authority.

FISCAL IMPACT:

None

ATTACHMENTS:

1. Resolution 2026-01 Bank Signatories

RESOLUTION 2026-01

A RESOLUTION AUTHORIZING THE REMOVAL OF SIGNATORIES ON ALL CITY OF CODY BANKING AND DEPOSITORY ACCOUNTS

WITNESSETH:

WHEREAS, the City of Cody, Wyoming maintains bank accounts at the City’s designated depository bank for the deposit and disbursement of funds in order to conduct the business of the City; and

WHEREAS, the City Council is responsible for designating authorized signatories for checks drawn on the City’s bank accounts; and

WHEREAS, Cynthia Baker, a current signatory on the City’s banking accounts, is retiring from City employment as of January 9, 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE City of Cody, that Cynthia Baker. shall be removed as a signatory on all City bank and depository accounts effective January 9, 2026.

PASSED, APPROVED AND ADOPTED THE 6th DAY OF JANUARY 2026.

Lee Ann Reiter, Mayor

Attest:

Cynthia Baker, Administrative Services Officer

Meeting Date: January 6, 2026 Department: Administrative Services Staff Reference: Tina Gail

AGENDA ITEM SUMMARY REPORT

Sign Conflict of Interest disclosure of financial interest in depositories or firms where the City of Cody funds are invested, pursuant to §6-5-118(a) by the Mayor, Council Members, City Administrator and Administrative Services Officer.

PROPOSED ACTION:

Sign Conflict of Interest disclosure of financial interest in depositories or firms where the City of Cody funds are invested, pursuant to §6-5-118(a) by the Mayor, Council Members, City Administrator and Administrative Services Officer.

SUMMARY OF INFORMATION:

Annually the Mayor, Council Members, City Administrator and Administrative Services Officer are required to sign Conflict of Interest disclosure of financial interest in depositories or firms where the City of Cody funds are invested, pursuant to §6-5-118(a). After the council has approved the 2026 depositories, which was item (c) on Consent Agenda.

FISCAL IMPACT:

None.

ATTACHMENTS:

None

Meeting Date: January 6, 2026 Department: Community Development Staff Reference: Utana Dye

AGENDA ITEM SUMMARY REPORT

Ordinance No. 2025-36 - Second 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).

Note: No comments or information have been received since passing the first reading on December 16, 2025.

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: 12/16/2025
PASSED ON SECOND READING: _____
PASSED ON THIRD READING: _____

ATTEST:

LEE ANN REITER, Mayor

Cynthia D. Baker
Administrative Services Director

Meeting Date: January 6, 2026 Department: Community Development Staff Reference: Utana Dye

AGENDA ITEM SUMMARY REPORT

Ordinance No. 2025-37 - Second 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:

Approve or deny 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:

This is the second reading of 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).

No additional public comments or information have been received since passing the first reading on December 16, 2025.

FISCAL IMPACT:

No direct impact to the City Budget is expected.

ATTACHMENTS:

1. Ordinance 2025-37 Flip, LLC Rezone

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: 12/16/25

PASSED ON SECOND READING: _____

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

ATTEST:

Lee Ann Reiter, Mayor

Cynthia Baker
Administrative Services Officer

AGENDA ITEM SUMMARY REPORT

Ordinance No. 2026-01 - First Reading

An Ordinance amending Title 10, Chapter 14, Section 2.A.4.b: Notice of Public Hearing (Special Exemptions)

PROPOSED ACTION:

Approve, modify or reject ordinance 2026-01 to modify section 10.14.2.A.4.b of the zoning regulations, related to notice of public hearings for special exemptions.

SUMMARY OF INFORMATION:

The Ordinance Review Committee recommends the proposed ordinance to change notice requirements for public hearings for proposed special exemptions. The revised ordinance will require three forms of notice:

1. Publication of notice in the newspaper;
2. Mailing notice to neighbors within 300 feet of the subject property; and
3. Posting signs on the subject property.

The current code requires mailing notice only to neighbors within 140 feet of the subject property. The ordinance will change the code by expanding the perimeter of mailed notices to neighbors within 300 feet of the subject property. The current code does not require posting a sign. The posted signs must be posted along portions of the property along a road frontage. The signs would be provided by the City to the applicant, and the applicant would be responsible for posting the signs.

All notices must be mailed to posted at least 21 days prior to the public hearing. The Ordinance Review Committee recommends approving this ordinance to strengthen the notice to the neighbors and community of proposed special exemptions. Rejecting the proposed ordinance will maintain the status quo, which requires notice to be mailed to neighbors within 140 feet of the subject property.

FISCAL IMPACT:

1. The only fiscal impact of this ordinance would be the cost to the city for creating the signs to be posted for the subject property. The costs for mailing and publishing notice are paid by the applicant. The fiscal impact will vary depending on the number of applications for special exemptions, but it should be a minor impact.
2. Any cost from this ordinance is not budgeted.
3. This would be paid from general funds.
4. There will be no impact on any utility rates.

ATTACHMENTS:

1. ordinance.2026.01.special.exemptions (1)

ORDINANCE NO. 2026 - 01

**AN ORDINANCE AMENDING TITLE 10, CHAPTER 14,
SECTION 2.A.4.b: NOTICE OF PUBLIC HEARING (SPECIAL
EXEMPTIONS)**

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

Title 10, Chapter 14, Section 2.A.4.b of the City of Cody Code, shall be amended as follows:

10-14-2.A.4.b NOTICE OF PUBLIC HEARING

A. Application Procedures

4 NOTICE OF PUBLIC HEARING.

b. After receipt of a complete application, the City Planner shall cause the applicant to provide notice of the public hearing. Notice of a public hearing shall be given at least ~~ten (10)~~ **twenty-one (21)** days prior to the hearing by publication in the City's official newspaper and **by mailing notice, by** US Postal Service first class mail, to the owners of all properties within ~~one hundred forty feet (140')~~ **three hundred feet (300')** of the subject property. The notices must identify the date, time, location, and purpose of the public hearing. The property owner list shall be based on the ownership data from the Park County Map-Server Program ~~(or equivalent)~~ **Assessor's office** on the day of application. **In addition to the published and mailed notice, City staff shall provide to the applicant one sign for each road frontage indicating that there is a pending application for a special exemption. The applicant shall ensure that one sign for each frontage is posted on**

the property for at least twenty-one (21) days prior to the scheduled public hearing. When the applicant has made all reasonable and good faith effort to maintain posted notice, failure of this posted notice will not be grounds to invalidate the application.

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

PASSED ON FIRST READING: _____, 2026

PASSED ON SECOND READING: _____, 2026

PASSED ON THIRD READING: _____, 2026

ATTEST:

LEE ANN REITER, Mayor

TINA GAIL
City Clerk

AGENDA ITEM SUMMARY REPORT

Ordinance No. 2026-02 - First Reading

An Ordinance amending Title 10, Chapter 14, Section 1.C: Notice and Public Hearing

PROPOSED ACTION:

Approve, modify or reject ordinance 2026-02 to modify section 10.14.1.C of the zoning regulations, related to notice of public hearings for conditional use permits.

SUMMARY OF INFORMATION:

The Ordinance Review Committee recommends the proposed ordinance to change notice requirements for public hearings for proposed special exemptions. The revised ordinance will require three forms of notice:

1. Publication of notice in the newspaper;
2. Mailing notice to neighbors within 300 feet of the subject property; and
3. Posting signs on the subject property.

The current code already requires publication of notice in the newspaper and mailing notice to neighbors within 300 feet of the subject property. The current code does not require posting a sign. The posted signs must be posted along portions of the property along a road frontage. The signs would be provided by the City to the applicant, and the applicant would be responsible for posting the signs. All notices must be mailed to posted at least 21 days prior to the public hearing. The Ordinance Review Committee recommends approving this ordinance to strengthen the notice to the neighbors and community of proposed conditional use permits. Rejecting the proposed ordinance will maintain the status quo, which requires notice to be mailed to neighbors within 140 feet of the subject property.

FISCAL IMPACT:

1. The only fiscal impact of this ordinance would be the cost to the city for creating the signs to be posted for the subject property. The costs for mailing and publishing notice are paid by the applicant. The fiscal impact will vary depending on the number of applications for conditional use permits, but it should be a minor impact.
2. Any cost from this ordinance is not budgeted.
3. This would be paid from general funds.
4. There will be no impact on any utility rates.

ATTACHMENTS:

1. ordinance.2026-02.notice.public hearing

ORDINANCE NO. 2026 -02

AN ORDINANCE AMENDING TITLE 10, CHAPTER 14, SECTION 1.C: NOTICE AND PUBLIC HEARING

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

Title 10, Chapter 14, Section 1.C of the City of Cody Code, shall be amended as follows:

10-14-1C: NOTICE AND PUBLIC HEARING

C. NOTICE AND PUBLIC HEARING. The Planning and Zoning Board shall conduct a public hearing to obtain information pertaining to the request and the appropriateness of the conditional use permit. Notice of the hearing is required as follows:

Notice of the public hearing shall be given at least twenty-one (21) days prior to the hearing by publication in the City's official newspaper and by USPS first class mail to the owners of all properties within three hundred feet (300') of the subject property. The property owner list shall be based on the ownership data from the Park County Assessor's office records on the day of the application. The written notice shall specify the date by which written comments and objections must be received by the City, which date shall be at least five calendar days prior to the public hearing. **In addition to the published and mailed notice, City staff shall provide to the applicant one sign for each road frontage indicating that there is a pending application for a conditional use permit. The applicant shall ensure that one sign for each frontage is posted on the property under consideration for a conditional use**

permit for at least twenty-one (21) days prior to the scheduled public hearing. When the applicant has made all reasonable and good faith effort to maintain posted notice, failure of this posted notice will not be grounds to invalidate the application.

1. The persons sending the notices by mail shall complete an affidavit of mailing which identifies the document, the property owners to which it was sent, and the date mailed.
2. The City Planner is granted authority to require or perform optional notice to inform property owners in addition to those within three hundred feet of the subject property, lessees, utility providers, or others that may be affected by the conditional use, of the public hearing. Optional notice is not subject to the **twenty-one (21)** day requirement, may take any form, and is completely discretionary. Optional notice, or lack thereof, shall not be ground for appeal. If the City Planner requires additional notice, the expenses and costs for the additional notice shall be paid by the City.

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

PASSED ON FIRST READING: _____, 2026

PASSED ON SECOND READING: _____, 2026

PASSED ON THIRD READING: _____, 2026

ATTEST:

LEE ANN REITER, Mayor

Tina Gail

City Clerk

AGENDA ITEM SUMMARY REPORT

Ordinance No. 2026-03 - First Reading

An Ordinance amending Title 10, Chapter 5, Section 1: City Council Authority

PROPOSED ACTION:

Approve, modify or reject ordinances 2026-03 to modify sections 10.5.1 of the zoning regulations, related to notice of public hearings protests to zone changes.

SUMMARY OF INFORMATION:

The Ordinance Review Committee recommends the proposed ordinance to change notice requirements for public hearings for proposed zone changes. The ordinance will require three forms of notice:

1. Publication of notice in the newspaper;
2. Mailing notice to neighbors within 300 feet of the subject property; and
3. Posting signs on the subject property.

The current code already requires mailing notice to neighbors within 140 feet of the subject property. The current code does not require posting a sign. The posted signs must be posted along portions of the property along a road frontage. The signs would be provided by the City to the applicant, and the applicant would be responsible for posting the signs. All notices must be mailed to posted at least 21 days prior to the public hearing. The Ordinance Review Committee recommends approving this ordinance to strengthen the notice to the neighbors and community of proposed zone changes.

FISCAL IMPACT:

1. The only fiscal impact of this ordinance would be the cost to the city for creating the signs to be posted for the subject property. The costs for mailing and publishing notice are paid by the applicant. The fiscal impact will vary depending on the number of applications for zone changes, but it should be a minor impact.
2. Any cost from this ordinance is not budgeted.
3. This would be paid from general funds.
4. There will be no impact on any utility rates.

ATTACHMENTS:

1. ordinance.2026.03.zone change.notice

ORDINANCE NO. 2026 - 03

**AN ORDINANCE AMENDING TITLE 10, CHAPTER 5,
SECTION 1: CITY COUNCIL AUTHORITY**

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

Title 10, Chapter 5, Section 1 of the City of Cody Code, shall be amended as follows:

10-15-1: 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. **to the proposed amendment, supplement or change.**

~~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.~~

After receipt of an application from a property owner, resident or other person proposing to change the zone of a specific lot or lots, the Community

Development Office shall require the applicant to provide notice of the public

Hearing as described in this subsection. Notice of a public hearing shall be given at least twenty-one (21) days prior to the hearing by publication in the City's official newspaper and by mailing notice, by US Postal Service first class mail, to the owners of all properties within three hundred feet (300') of the subject property. The notices must identify the date, time, location, and purpose of the public hearing. The property owner list shall be based on the ownership data from the Park County Assessor's records on the day the City receives the application for the zone change. In addition to the published and mailed notice, City staff shall provide to the applicant one sign for each road frontage indicating that there is a pending application for a zone change to the property. The applicant shall ensure that one sign for each frontage is posted on the property for at least twenty-one (21) days prior to the scheduled public hearing. When the applicant has made all reasonable and good faith effort to maintain posted notice, failure of this posted notice will not be grounds to invalidate the application. If a sign is damaged or destroyed by weather, vandalism, or other causes beyond the control of the applicant, the damaged or destroyed sign shall not serve as a basis for denying the application.

The requirements for notice as described above shall apply only to applications by owners, residents or others proposing to change the zoning designation of a specific lot or group of lots, and shall not apply to proposed ordinances, amendments or changes to regulations in Title 10 that will not result in a change to the zoning designation of a property.

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

PASSED ON FIRST READING: _____, 2026

PASSED ON SECOND READING: _____, 2026

PASSED ON THIRD READING: _____, 2026

ATTEST:

LEE ANN REITER, Mayor

TINA GAIL
City Clerk

AGENDA ITEM SUMMARY REPORT
Ordinance No. 2026-04, First Reading
An Ordinance Amending Title 10, Chapter 5, Section 2: Protest

PROPOSED ACTION:

Approve, modify or reject ordinances 2026-04 to modify sections 10.5.2 of the zoning regulations, related to notice of public hearings protests to zone changes.

SUMMARY OF INFORMATION:

The Ordinance Review Committee recommends the proposed ordinance to change notice requirements for public hearings for proposed zone changes. The ordinance will require three forms of notice:

1. Publication of notice in the newspaper;
2. Mailing notice to neighbors within 300 feet of the subject property; and
3. Posting signs on the subject property.

The current code already requires mailing notice to neighbors within 140 feet of the subject property. The current code does not require posting a sign. The posted signs must be posted along portions of the property along a road frontage. The signs would be provided by the City to the applicant, and the applicant would be responsible for posting the signs. All notices must be mailed to posted at least 21 days prior to the public hearing. The Ordinance Review Committee recommends approving this ordinance to strengthen the notice to the neighbors and community of proposed zone changes.

FISCAL IMPACT:

1. The only fiscal impact of this ordinance would be the cost to the city for creating the signs to be posted for the subject property. The costs for mailing and publishing notice are paid by the applicant. The fiscal impact will vary depending on the number of applications for zone changes, but it should be a minor impact.
2. Any cost from this ordinance is not budgeted.
3. This would be paid from general funds.
4. There will be no impact on any utility rates.

ATTACHMENTS:

1. ordinance.2026.04.zone change.protest (2)

ORDINANCE NO. 2026 - 04

**AN ORDINANCE AMENDING TITLE 10, CHAPTER 5,
SECTION 2: PROTEST**

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

Title 10, Chapter 5, Section 2 of the City of Cody Code, shall be amended as follows:

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~~ **three hundred** feet (~~140'~~ **(300')**), 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~~ **three hundred** feet (~~140~~**300'**), 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.

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

PASSED ON FIRST READING: _____, 2026

PASSED ON SECOND READING: _____, 2026

PASSED ON THIRD READING: _____, 2026

ATTEST:

LEE ANN REITER, Mayor

TINA GAIL
City Clerk

Meeting Date: January 6, 2026 Department: Public Works Staff Reference: Phillip Bowman, Jake Moyer

AGENDA ITEM SUMMARY REPORT

Approval of Change Order #2 and payment of Pay Application #7 with Wilson Brothers Construction for the Tree Streets Waterline Replacement Project - Phase 2

PROPOSED ACTION:

Consider approval of Change Order #2 in the amount of \$59,700 and payment of Pay Application #7 in the amount of \$217,963.55 with Wilson Brothers Construction for the Tree Streets Waterline Replacement Project - Phase 2, and authorize the Mayor to sign and execute all associated documents

SUMMARY OF INFORMATION:

The Tree Streets Waterline Replacement Project – Phase 2 (Phase 2 Project) was awarded to Wilson Brothers Construction (WBC) on February 18, 2025, and a Notice to Proceed was issued to WBC in March 2025 to start construction on the Project. The awarded contract value of the Phase 2 Project was \$1,651,384 and Change Order No. 1 was approved by the City Council on September 16, 2025, in the amount of \$45,000, bringing the total contract value to \$1,696,384.

Change Order No. 2 will increase the contract value by \$59,700 and extend the contract time as follows:

- increased payment for additional work performed and the quantity of items installed with the Phase 2 Project including additional Buried Utility Mapping (\$42,000), Asphalt Removal (\$1,250), Asphalt Patching (\$8,750), and Trench Excavation Waste Haul (\$7,700)
- contract times will be extended with the new Substantial Completion date of January 30, 2026 (previously October 31, 2025) and the Final Completion date of February 27, 2026 (previously November 28, 2025)

In addition, approval of payment for Pay Application #7 in the amount of \$217,963.55 is included with this action item. Payment of this Pay Application would provide payment above the previously established contract value (\$1,696,384), so concurrent approval of Change Order No. 2 will increase the contract value to \$1,756,084 and allow payment of Pay Application No. 7.

It is anticipated that there will be one additional Pay Application on the Phase 2 Project which will be accompanied by a "Reconciliation Change Order" to define all final quantity adjustments for final payment of the project. City Staff is working with WBC to schedule the punch list walk and final inspections to allow Substantial Completion to be issued for the Phase 2 Project in January 2026 and Final Completion to be issued in February 2026 (with processing of the Final Pay Application and the Reconciliation Change Order).

City Council approval of Change Order No. 2 will be subject to final approval of all associated documents by the City Attorney prior to execution by the Mayor.

FISCAL IMPACT:

Change Order No. 2 will add \$59,700 to the contract amount, and increase the total contract value with WBC to \$1,756,084. The Tree Streets Waterline Replacement Project (Phase 1 and Phase 2 combined) is funded in the total amount of \$5.554 million in the Water Enterprise Fund, which is comprised of \$3.054 million of ARPA Grant funds and \$2.5 million City matching funds. With approval of Change Order No. 2, a Budget Amendment to the FY 2026 Budget will be necessary to provide this additional funding from the Water Enterprise Fund.

ATTACHMENTS:

1. Change Order No. 2 - WBC signed 12242025
2. Change Order No. 2 - Budget Amendment Summary

CHANGE ORDER NO.: 2

Owner: CITY OF CODY, WYOMING Owner's Project No.: 2024-11
Engineer: ENGINEERING ASSOCIATES Engineer's Project No.: 23029.00
Contractor: WILSON BROTHERS CONSTRUCTION, INC. Contractor's Project No.:
Project: TREE STREETS WATERLINE REPLACEMENT – PHASE 2
Contract Name: TREE STREETS WATERLINE REPLACEMENT – PHASE 2
Date Issued: December 23, 2025 Effective Date of Change Order: January 6, 2026

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

Description: **Change of contract price to account for additional pay item quantities; extend contract time.**

Attachments: **Exhibit A**

Change in Contract Price		Change in Contract Times [State Contract Times as either a specific date or a number of work/calendar days]	
Original Contract Price:		Original Contract Times:	
\$ 1,651,384.00		Substantial Completion:	October 31, 2025
		Ready for final payment:	November 28, 2025
Increase from previously approved Change Orders No. 1 to No. 2:		[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]:	
\$ 45,000.00		Substantial Completion:	
		Ready for Final Payment:	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 1,696,384.00		Substantial Completion:	October 31, 2025
		Ready for Final Payment:	November 28, 2025
Increase this Change Order:		Increase this Change Order:	
\$ 59,700.00		Substantial Completion:	January 30, 2026
		Ready for Final Payment:	February 27, 2026
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 1,756,084.00		Substantial Completion:	January 30, 2026
		Ready for Final Payment:	February 27, 2026

Recommended by Engineer (if required)

By: Ian K. Morrison

Title: Project Manager

Date: 12/24/2025

Authorized by Owner

By:

Title: LeeAnn Reiter, Mayor

Date: January 6, 2026

Accepted by Contractor



Project Manager

12/24/2025

Concurrence by Funding Agency (if applicable)

Exhibit A

Tabulation of additional quantities generated during Phase 2 work. Tabulation shows existing quantities at the time of bid and actual quantities during construction activities, with the associated additional cost.

			BID QUANTITY	ACTUAL	DIFFERENCE	
MAP BURIED UTILITY	EA	\$ 400.00	270	375	105	\$ 42,000.00
ASPHALT REMOVAL	SY	\$ 10.00	168	293	125	\$ 1,250.00
PERMANENT SURFACING ASPHALT PAVEMENT - 3 INCH DEPTH	SY	\$ 70.00	168	293	125	\$ 8,750.00
WASTE HAUL	CY	\$ 20.00	465	850	385	\$ 7,700.00
CHANGE ORDER 2 AMOUNT						\$ 59,700.00

Budget Amendment Request Details

Request ID	277
Fiscal Year	2026
Project Title	Tree Streets Waterline Replacement Project Phase 2 - Change Order No. 2
Status	Pending
Amendment Type	Supplemental Amendment
Reason for Request	Change Order No. 2 for the Phase 2 Project in the amount of \$59,700 - increase contract amount based on actual quantities installed with the project - increase contract time
Attachment	changeorderno.2wbcsigned12242025.pdf
Requested By	Phillip Bowman
Requested Date	12/31/2025

Supplemental/Carry Over Amendment

GL Account	53-72-700-596-224
Account Type	Expense
Category	Capital Outlay
Total	\$59,700

Fund Allocation

10 - General Fund	\$0
31 - Capital Acquisition Fund	\$0
32 - Technology Replacement Fund	\$0
33 - Vehicle Replacement Fund	\$0
42 - Cody Public Arts Fund	\$0
52 - Solid Waste Fund	\$0
53 - Water Fund	\$59,700
54 - Wastewater Fund	\$0
55 - Electric Fund	\$0
56 - Storm Drainage Fund	\$0

Finance Review

Finance Comments