

City of Cody City Council
Pre-meeting at 6:45 p.m. to review agendas
Tuesday, January 20, 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

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 January 6, 2026 and January 13, 2026.
Staff Reference:
- b. Approve Vouchers and Payroll in the amount \$1,226,735.60.
Staff Reference: Leslie Brumage
- c. Final Plat of Case Minor Subdivision
Staff Reference: Utana Dye
- d. Final Plat of Saints and Sinners Minor Subdivision
Staff Reference: Utana Dye
- e. YRA Fueling Station Agreement
Staff Reference: Scott Kolpitcke

2. Public Comments

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

3. Public Hearing

4. Conduct of Business

- a. Ordinance No. 2026-01 - Second 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
- b. Ordinance No. 2026-02 - Second Reading
An Ordinance amending Title 10, Chapter 14, Section 1.C: Notice and Public Hearing
Staff Reference: Scott Kolpitcke, Utana Dye

- c. Ordinance No. 2026-03 - Second Reading
An Ordinance amending Title 10, Chapter 5, Section 1: City Council Authority
Staff Reference: Scott Kolpitzke, Utana Dye
- d. Ordinance No. 2026-04, Second Reading
An Ordinance Amending Title 10, Chapter 5, Section 2: Protest
Staff Reference: Scott Kolpitzke, Utana Dye
- e. Ordinance No. 2025-36 - Third Reading
An Ordinance amending Title 11, Chapter 3, Section 3, Subsection A, Paragraph 1:
Final Plat, Approval and Recording.
Staff Reference: Utana Dye
- f. Ordinance No. 2025-37 - Third 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

5. **Tabled Items**

6. **Matters from Staff Members**

7. **Matters from Council Members**

8. **Adjournment**

Upcoming Meetings:

Upcoming Meetings:

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

Council Meeting — Tuesday, February 3, 2026, 7:00 p.m.

Council Work Session — Tuesday, February 10, 2026 5:30 p.m.

Council Meeting — Tuesday, February 17, 2026, 7:00 p.m.

City of Cody
City Council Proceedings
January 6, 2026

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, January 6, 2026 at 7:00 PM.

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

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

Absent: Mayor Reiter.

The Oath of Office was administered to Tina Gail for the position of Administrative Services Officer.

Proclamation - Honoring Cindy Baker's years of service.

Council Member Tamblyn moved that items (h) and (i) be removed from the Consent Agenda and moved to Conduct of Business seconded by Council Member McIsaac. Vote was unanimous.

Council Member Settineri made a motion seconded by Council Member Swett to approve the Consent Calendar excluding items (h) and (i) and to include approval of Minutes Approval of Minutes from December 16, 2025, approve Vouchers and payroll in the amount of \$2,883,715.35, designate US Bank, First Bank of Wyoming, Big Horn Federal, Pinnacle Bank and Wells Fargo as the official depositories for the City of Cody for the calendar year 2026 pursuant to Wyoming § 9-4-817, declare the *Cody Enterprise* as the City's Official publication per §15-1-110, approve 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, appoint Don Shreve as Council President and Kelly Tamblyn as Council Vice President, authorize the Mayor to sign the conflict-of-interest waiver relating to the Unified Tactical Response Team MOU and to correct the ending term for the appointment of Tim Hopkins to the YRA Board ending 12/31/2026. Motion passed.

At 7:07 p.m. Council President Shreve entered into a public hearing to consider if it is in the public's interest to consider a new application for a Bar & Grill Liquor License to Rancho Chico Mexican Food and Cantina, Inc., DBA, Rancho Chico, located at 1219 Sheridan Ave; and if issued, effective 1/7/2026. Tina Gail, Administrative Services Officer provided background

information relating to this application. After calling for comments three times and there being none, Council President Shreve closed the public hearing at 7:09 p.m.

Council Member Settineri made a motion seconded by Council Member McIsaac to approve a new Bar & Grill License to Rancho Chico Mexican Food and Cantina, DBA, Rancho Chico, to be issued January 7, 2026 through July 31, 2026. Vote was unanimous.

Resolution 2026-01

A Resolution authorizing the removal of Cindy Baker as a signatory, from all City of Cody depository accounts. Council Member Laing made a motion seconded by Council Member Swett to approve Resolution 2026-01. Vote was unanimous.

The Mayor, Council Members, City Administrator and Administrative Services Officer, signed 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).

Ordinance No. 2025-36 - Second Reading

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

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). Council Member McIsaac made a motion seconded by Council Member Laing to approve Ordinance 2025-37 on Second Reading. Voting in favor were Council Members Swett, McIsaac, Settineri and Laing. Voting opposed, Council Member Tamblyn. Motion carried.

Ordinance No. 2026-01 First Reading

An Ordinance amending Title 10, Chapter 14, Section 2.A.4.b: Notice of Public Hearing (Special Exemptions). Council Member Setinerri made a motion seconded by Council Member Swett to approve Ordinance 2026-01 on First Reading. Voting in favor were Council Members Swett, McIsaac, Settineri and Tamblyn. Voting opposed, Council Member Laing. Motion carried.

Ordinance No. 2026-02 First Reading

An Ordinance amending Title 10, Chapter 14, Section 1.C: Notice and Public Hearing. Council Member McIsaac made a motion seconded by Council Member Tamblyn to approve Ordinance 2026-02 on First Reading. Voting in favor were Council Members Settineri, Tamblyn, McIsaac and Swett. Voting opposed, Council Member Laing. Motion carried.

Ordinance No. 2026-03 First Reading

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

Member Swett made a motion seconded by Council Member Settineri to approve Ordinance 2026-03 on First Reading. Voting in favor were Council Members Settineri, Tamblyn, McIsaac and Swett. Voting opposed, Council Member Laing. Motion carried.

Ordinance No. 2026-04 First Reading

An Ordinance Amending Title 10, Chapter 5, Section 2: Protest. Council Member Settineri made a motion seconded by Council Member McIsaac to approve Ordinance 2026-04 on First Reading. Voting in favor were Council Members Settineri, Tamblyn, McIsaac and Swett. Voting opposed, Council Member Laing. Motion carried.

Council Member Laing made a motion seconded by Council Member McIsaac to approve Change Order No. 2 with Wilson Brothers Construction for the Tree Streets Waterline Replacement Project - Phase 2. Vote was unanimous.

Council Member Laing made a motion seconded by Council Member Tamblyn to approve Pioneer Village III, LLC, to install six new parking lot lights and four new exterior building entrance lights located at 2421 Pioneer Avenue for the proposed apartment complex. Vote was unanimous.

Council Member Settineri made a motion, seconded by Council Member Laing to approve Cody Electrical Contractor to add lighting to an existing sign at 214 Yellowstone Avenue. Vote was unanimous.

Council President Shreve adjourned the meeting at 8:31 pm.

Council President Shreve

Tina Gail, Administrative Services Officer

City of Cody
City Council Proceedings
January 13, 2026

At 5:15 p.m. Council Member Shreve made a motion seconded by Council Member Tamblyn to enter into an Executive Session Pursuant to W.S.16-4-405(a)(iii) & (a)(ix). Motion carried.

At 5:26 p.m. Council Member Settineri made a motion seconded by Council Member Swett to exit the Executive Session. Motion carried.

Mayor Lee Ann Reiter, Council Members, Joanna Settinteri, Jeremy Laing, Kelly Tamblyn, Don F. Shreve Jr, Tim McIsaac and Emily Swett; Tony Tolstedt, City Administrator; Tina Gail, Administrative Services Officer.

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

Mayor Reiter provided the Governing Body with an update on the YRA Fueling Station Agreement. The agreement will be presented at the next Council meeting for consideration.

The Governing Body was presented with information regarding the installation of a plaque from the Daughters of the American Revolution (DAR). Direction was provided to staff on how to proceed.

Utana Dye, Community Development, introduced interns from the University of Colorado, Denver, who are participating in Capstone projects. No action was taken.

Phillip Bowman, Public Works Director and consultant, provided information to the governing body related to the water rate structure. Staff was provided with direction.

There being no further discussion, the meeting adjourned at 6:54 p.m.

Mayor Reiter

Tina Gail, Administrative Services Officer

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
4M MANAGEMENT LLC				
	13.3657.10	DEPOSIT REFUND	12/31/2025	222.36
Total 4M MANAGEMENT LLC:				222.36
ALL COUNTY PLUMBING LLC				
	24741	FIX PLUMBING AT AUDIRORIUM FROM FLOOD	01/08/2026	2,433.00
	24769	FIX SPA	01/08/2026	1,105.50
Total ALL COUNTY PLUMBING LLC:				3,538.50
ALLEN, KENNETH				
	12.0690.21	DEPOSIT REFUND	01/12/2026	10.75
Total ALLEN, KENNETH:				10.75
AMERICAN FAMILY LIFE ASSUR				
	299789	EMPLOYEE PREMIUMS	01/05/2026	2,965.02
Total AMERICAN FAMILY LIFE ASSUR:				2,965.02
AMERICAN LEGAL PUBLISHING CORP				
STERLING CODIFIERS LLC	48277	CODIFICATION	12/31/2025	1,304.00
Total AMERICAN LEGAL PUBLISHING CORP:				1,304.00
AMERICAN WELDING & GAS INC				
	0011360319	BOTTLE RENTAL	12/31/2025	39.86
Total AMERICAN WELDING & GAS INC:				39.86
ASCAP				
	122025	ASCAP MUSIC LICENSE	12/20/2025	500.00
Total ASCAP:				500.00
BAILEY ENTERPRISES INCORPORATED				
	010226	Description	01/02/2026	579.90
	010226	Description	01/02/2026	71.36
	010226	Description	01/02/2026	350.77
	010226	Description	01/02/2026	105.23
	010226	Description	01/02/2026	2,700.94
	010226	Description	01/02/2026	350.77
	010226	Description	01/02/2026	32.73
	010226	Description	01/02/2026	296.57
	010226	Description	01/02/2026	119.20
	010226	Description	01/02/2026	119.20
	010226	Description	01/02/2026	18.38
	010226	Description	01/02/2026	46.91
	010226	Description	01/02/2026	142.93
	010226	Description	01/02/2026	8.29
	010226	Description	01/02/2026	57.60
	010226	Description	01/02/2026	2,238.21
	010226	Description	01/02/2026	191.27
	010226	Description	01/02/2026	1,198.60
	010226	Description	01/02/2026	30.06
	010226	Description	01/02/2026	13.81
	010226	Description	01/02/2026	3.95

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
	010226	Description	01/02/2026	1.97
	010226	Description	01/02/2026	27.18
	010226	Description	01/02/2026	39.13
	010226	Description	01/02/2026	3,308.22
	010226	Description	01/02/2026	1,004.09
	010226	Description	01/02/2026	603.73
	010226	Description	01/02/2026	93.45
	010226	Description	01/02/2026	134.94
	010226	Description	01/02/2026	39.13
	010226	Description	01/02/2026	587.33
	010226	Description	01/02/2026	418.84
	010226	Description	01/02/2026	39.13
	010226	Description	01/02/2026	302.37
	010226	Description	01/02/2026	92.48
	010226	Description	01/02/2026	187.24
	010226	Description	01/02/2026	1,039.22
	010226	Description	01/02/2026	112.55
Total BAILEY ENTERPRISES INCORPORATED:				16,707.68
BAILLIE, PATRICK				
	14.1170.22	DEPOSIT REFUND	01/06/2026	156.81
Total BAILLIE, PATRICK:				156.81
BLACK HILLS GAS HOLDINGS LLC				
BLACK HILLS ENERGY	010526	UTILITIES - NATURAL GAS	01/05/2026	620.38
BLACK HILLS ENERGY	010526	UTILITIES - NATURAL GAS	01/05/2026	1,205.33
BLACK HILLS ENERGY	010526	UTILITIES - NATURAL GAS	01/05/2026	1,097.06
BLACK HILLS ENERGY	010526	UTILITIES - NATURAL GAS	01/05/2026	1,482.81
BLACK HILLS ENERGY	010526	UTILITIES - NATURAL GAS	01/05/2026	3,552.36
BLACK HILLS ENERGY	010526	UTILITIES - NATURAL GAS	01/05/2026	3,552.35
BLACK HILLS ENERGY	010526	UTILITIES - NATURAL GAS	01/05/2026	737.65
BLACK HILLS ENERGY	010526	UTILITIES - NATURAL GAS	01/05/2026	178.65
BLACK HILLS ENERGY	010526	UTILITIES - NATURAL GAS	01/05/2026	767.99
BLACK HILLS ENERGY	010526	UTILITIES - NATURAL GAS	01/05/2026	984.16
Total BLACK HILLS GAS HOLDINGS LLC:				14,178.74
BLAKEMAN PROPANE INC				
	I021156	STREETS PROPANE	12/31/2025	79.68
	I021156	WATER PROPANE	12/31/2025	9.60
	I021156	WASTEWATER PROPANE	12/31/2025	6.72
Total BLAKEMAN PROPANE INC:				96.00
BOOT BARN INC				
	INV00558207	FR CLOTHING	01/12/2026	206.38
Total BOOT BARN INC:				206.38
BORDER STATES INDUSTRIES INC				
	931754636	CUTOUT	01/08/2026	381.54
	931754647	GLOVES	01/08/2026	618.24
	931762166	HARD HAT STRAPS RETURNED, WRONG ONES	01/09/2026	270.16-
Total BORDER STATES INDUSTRIES INC:				729.62

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
BOUNDS, NATALIE				
	13.3123.11	DEPOSIT REFUND	12/31/2025	83.98
Total BOUNDS, NATALIE:				83.98
BOWEN COLLINS & ASSOCIATES				
	40337-R	STORM WATER RATE STUDY TASK ORDER NO. 24-04	12/29/2025	3,200.00
	40338	PHASE 1 WASTEWATER COLLECTION AND TREATMENT MASTER PLAN	12/29/2025	3,252.00
	40379	WATER RATE AND IMPACT FEE STUDY	12/31/2025	335.25
	40336	CODY SDMP - TASK ORDER 03 FEMA BRIC GRANT	12/29/2025	2,649.50
Total BOWEN COLLINS & ASSOCIATES:				9,436.75
BUDD, ANGELA				
	1826	PROFESSIONAL FEES AND SERVICES	01/08/2026	15.00
Total BUDD, ANGELA:				15.00
BUDD, TREVOR				
	1826	PROFESSIONAL FEES AND SERVICES - WITNESS FEES	01/08/2026	15.00
Total BUDD, TREVOR:				15.00
BURBANK, MICHELLE				
	1826	PROFESSIONAL FEES AND SERVICES - WITNESS FEES	01/08/2026	15.00
Total BURBANK, MICHELLE:				15.00
CATAMOUNT CONSTRUCTION INC				
	53.1003.12	HYDRANT METER DEPOSIT REFUND	01/08/2026	451.67
Total CATAMOUNT CONSTRUCTION INC:				451.67
CLEARGOV INC				
	2025-18584	BUDGETING & REPORTING SOFTWARE LICENSE	01/01/2026	637.78
	2025-18584	BUDGETING & REPORTING SOFTWARE LICENSE	01/01/2026	708.64
	2025-18584	BUDGETING & REPORTING SOFTWARE LICENSE	01/01/2026	212.59
	2025-18584	BUDGETING & REPORTING SOFTWARE LICENSE	01/01/2026	141.73
	2025-18584	BUDGETING & REPORTING SOFTWARE LICENSE	01/01/2026	70.86
	2025-18584	BUDGETING & REPORTING SOFTWARE LICENSE	01/01/2026	566.91
	2025-18584	BUDGETING & REPORTING SOFTWARE LICENSE	01/01/2026	212.59
	2025-18584	BUDGETING & REPORTING SOFTWARE LICENSE	01/01/2026	141.73
	2025-18584	BUDGETING & REPORTING SOFTWARE LICENSE	01/01/2026	496.05
	2025-18584	BUDGETING & REPORTING SOFTWARE LICENSE	01/01/2026	1,417.28
	2025-18584	BUDGETING & REPORTING SOFTWARE LICENSE	01/01/2026	425.18
	2025-18584	BUDGETING & REPORTING SOFTWARE LICENSE	01/01/2026	1,913.33
	2025-18584	BUDGETING & REPORTING SOFTWARE LICENSE	01/01/2026	141.73
	2025-18585	BUDGETING & REPORTING SOFTWARE		

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
		LICENSE	01/09/2026	2,470.79
	2025-18585	BUDGETING & REPORTING SOFTWARE LICENSE	01/09/2026	2,745.32
	2025-18585	BUDGETING & REPORTING SOFTWARE LICENSE	01/09/2026	823.60
	2025-18585	BUDGETING & REPORTING SOFTWARE LICENSE	01/09/2026	549.06
	2025-18585	BUDGETING & REPORTING SOFTWARE LICENSE	01/09/2026	274.53
	2025-18585	BUDGETING & REPORTING SOFTWARE LICENSE	01/09/2026	2,196.26
	2025-18585	BUDGETING & REPORTING SOFTWARE LICENSE	01/09/2026	823.60
	2025-18585	BUDGETING & REPORTING SOFTWARE LICENSE	01/09/2026	549.06
	2025-18585	BUDGETING & REPORTING SOFTWARE LICENSE	01/09/2026	1,921.72
	2025-18585	BUDGETING & REPORTING SOFTWARE LICENSE	01/09/2026	5,490.64
	2025-18585	BUDGETING & REPORTING SOFTWARE LICENSE	01/09/2026	1,647.19
	2025-18585	BUDGETING & REPORTING SOFTWARE LICENSE	01/09/2026	7,412.36
	2025-18585	BUDGETING & REPORTING SOFTWARE LICENSE	01/09/2026	549.06
Total CLEARGOV INC:				34,539.59
CODY ENTERPRISE LLC				
	55964	ADVERTISING FOR VACANT POSITIONS	12/01/2025	221.34
	55966	ADVERTISING LIQUOR LICENSE	12/01/2025	514.08
	55967	AD/NOTICE FOR TREE TRIMMING	12/01/2025	846.72
	56953	PUBLICATION FEES	12/24/2025	722.40
	57134	ADVERTISING LIQUOR LICENSE RC	12/31/2025	117.60
	58116	ADVERTISING IT DIRECTOR	12/31/2025	271.32
	58117	ADVERTISING LIQUOR LICENSE	12/31/2025	362.88
Total CODY ENTERPRISE LLC:				3,056.34
COLLECTION SERVICES CENTER				
	1526	GARNISHMENT REMITANCE # 1049403	01/05/2026	461.53
Total COLLECTION SERVICES CENTER:				461.53
CROWLEY FLECK PLLP				
	1086562	LEGAL SERVICES - MATTER #201268	01/07/2026	3,080.00
	1086562	LEGAL SERVICES - EMPLOYMENT ISSUE	01/07/2026	840.00
Total CROWLEY FLECK PLLP:				3,920.00
DEARBORN LIFE INSURANCE COMPANY				
	1526	JANUARY PREMIUM	01/05/2026	426.16
Total DEARBORN LIFE INSURANCE COMPANY:				426.16
DEWITT, TRISTIN				
	17.3690.16	DEPOSIT REFUND	01/12/2026	67.75
Total DEWITT, TRISTIN:				67.75
ENERGY LABORATORIES INC				
DEPARTMENT 6250	761178	COLIFORM TESTING	01/09/2026	190.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total ENERGY LABORATORIES INC:				190.00
ENGINEERING ASSOCIATES				
	4509177	TASK ORDER #1 SEPTAGE WASTE RECEIVING FACILITY	09/26/2025	2,000.00
	4512103	TASK ORDER #1 SEPTAGE WASTE RECEIVING FACILITY	12/19/2025	1,552.00
	4512175	SURVEY SERVICES	12/30/2025	786.00
	4512182	ENGINEERING SERVICES - 26TH STREET & HOLLER AVENUE RAW WATER EXTENSION	12/30/2025	500.00
	4512183	TASK ORDER #3 - TREE STREETS WATERLINE PHASE 1	12/30/2025	12,760.90
	4512185	TASK ORDER #4 - TREE STREETS WATERLINE PHASE 2	12/30/2025	2,683.92
	4512185	TASK ORDER #4 - TREE STREETS RW PHASE 2	12/30/2025	11,991.16
	4512190	WWTF FLOATING COVER REPLACEMENT DESIGN	12/30/2025	2,718.90
	4512193	TASK ORDER #2 SEPTAGE WASTE RECEIVING FACILITY CONSTRUCTION ADMINISTRATION AND OBSERVATION	12/31/2025	22,270.35
Total ENGINEERING ASSOCIATES:				57,263.23
ENNIST III, ROBERT F				
BIG HORN FOOD SERVICES	12396	CUSTODIAL SUPPLIES FOR AUDITORIUM	01/08/2026	484.88
Total ENNIST III, ROBERT F:				484.88
ENVIROSIGHT LLC				
	INV0059730	2026 SOFTWARE AGREEMENT	01/09/2026	5,500.00
Total ENVIROSIGHT LLC:				5,500.00
EVERGREEN DWELLINGS				
	7049	REC CENTER ROOF DESIGN	01/12/2026	2,372.50
Total EVERGREEN DWELLINGS:				2,372.50
FARLOW, IRENE				
DBA: CODY CAB LLC	152026	TIPSY TAXI PROGRAM	01/05/2026	980.00
Total FARLOW, IRENE:				980.00
FIRE DISTRICT #2				
	BLD2025-0097	416 SKYLINE DRIVE	12/05/2025	259.00
	BLD2025-0142	108 SPIRIT MOUNTAIN DRIVE	12/04/2025	204.00
Total FIRE DISTRICT #2:				463.00
FRANCK, STEVEN				
OFF GRID INSPECTIONS	039	12/2025 OFF GRID ELECTRICAL INSPECTION SERVICES	12/31/2025	2,150.00
Total FRANCK, STEVEN:				2,150.00
FRANDSON SAFETY INC				
	108368	CHLORINE CALIBRATION	01/06/2026	150.00
Total FRANDSON SAFETY INC:				150.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
GESNER, NATHAN				
	122325	REFUND ENCROACHMENT DEPOSIT	12/23/2025	150.00
Total GESNER, NATHAN:				150.00
GLOBE LIFE INC				
	1526	premiums	01/05/2026	788.00
Total GLOBE LIFE INC:				788.00
GRANICUS LLC				
	221308	COUNCIL/P&Z MEETING STREAMING SERVICE	12/31/2025	14,721.95
	221308	COUNCIL/P&Z MEETING STREAMING SERVICE	12/31/2025	1,472.20
	221308	COUNCIL/P&Z MEETING STREAMING SERVICE	12/31/2025	1,472.20
	221308	COUNCIL/P&Z MEETING STREAMING SERVICE	12/31/2025	8,833.17
	221308	COUNCIL/P&Z MEETING STREAMING SERVICE	12/31/2025	1,472.20
	221308	COUNCIL/P&Z MEETING STREAMING SERVICE	12/31/2025	1,472.18
Total GRANICUS LLC:				29,443.90
GROATHOUSE CONSTRUCTION				
	1826	RESTITUTION FROM MC-2408-014	01/08/2026	50.00
Total GROATHOUSE CONSTRUCTION:				50.00
GW MECHANICAL INC				
	SV-9703	REPAIRS TO PUMPS	12/23/2025	1,020.00
Total GW MECHANICAL INC:				1,020.00
H B I INSURANCE				
	4709	EMPLOYEE BOND FOR C01	12/18/2025	100.00
Total H B I INSURANCE:				100.00
HANLON, FELISHA				
	14.7755.11	REFUND CREDIT BALANCE	01/09/2026	193.24
Total HANLON, FELISHA:				193.24
HASKINS, JOSEPH				
	1826	PROFESSIONAL FEES AND SERVICES	01/08/2026	15.00
Total HASKINS, JOSEPH:				15.00
HDR ENGINEERING INC				
	1200787331	NORTH LIFT STATION CONSTRUCTION ADMINISTRATION	12/31/2025	4,512.50
Total HDR ENGINEERING INC:				4,512.50
HENSLEY, CODY W				
KMG COMMERCIAL REFRIGERATION	3887	BOILER WAS TRIPPED	01/08/2026	610.00
KMG COMMERCIAL REFRIGERATION	3888	BOILER FIXED	01/08/2026	6,513.00
KMG COMMERCIAL REFRIGERATION	3888	BOILER FIXER	01/08/2026	6,513.00
KMG COMMERCIAL REFRIGERATION	3889	GAS LEAK FIX	01/08/2026	3,211.00
Total HENSLEY, CODY W:				16,847.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
HEYDENBERK, TRAPP				
	1826	PROFESSIONAL FEES AND SERVICES	01/08/2026	15.00
Total HEYDENBERK, TRAPP:				15.00
HURST, AURELIA				
	1826	PROFESSIONAL FEES AND SERVICES - WITNESS FEES	01/08/2026	50.09
Total HURST, AURELIA:				50.09
ITRON, INC				
	725035	ITRON HARDWARE MAINTENANCE CONTRACT	01/12/2026	920.23
	725035	ITRON SOFTWARE SUBSCRIPTION	01/12/2026	4,701.61
	725035	ITRON HARDWARE MAINTENANCE CONTRACT	01/12/2026	920.23
	725035	ITRON SOFTWARE SUBSCRIPTION	01/12/2026	4,701.61
Total ITRON, INC:				11,243.68
LABAN HARVEST LLC				
NO SPOT LEFT BEHIND	1264	CLEANING SERVICES CITY HALL	01/02/2026	1,649.00
NO SPOT LEFT BEHIND	1264	CLEANING SERVICES REC CENTER	01/02/2026	1,999.50
NO SPOT LEFT BEHIND	1264	CLEANING SERVICES AQUATICS	01/02/2026	1,999.50
NO SPOT LEFT BEHIND	1265	PW SHOP CLEANING SERVICES	01/02/2026	149.00
NO SPOT LEFT BEHIND	1265	PW SHOP CLEANING SERVICES	01/02/2026	150.00
NO SPOT LEFT BEHIND	1265	PW SHOP CLEANING SERVICES	01/02/2026	150.00
NO SPOT LEFT BEHIND	1265	PW SHOP CLEANING SERVICES	01/02/2026	150.00
NO SPOT LEFT BEHIND	1266	PW SHOP CLEANING SERVICES	01/02/2026	149.00
NO SPOT LEFT BEHIND	1266	PW SHOP CLEANING SERVICES	01/02/2026	150.00
NO SPOT LEFT BEHIND	1266	PW SHOP CLEANING SERVICES	01/02/2026	150.00
NO SPOT LEFT BEHIND	1266	PW SHOP CLEANING SERVICES	01/02/2026	150.00
Total LABAN HARVEST LLC:				6,846.00
LEROUX INC				
BOONE'S MACHINE & RENTAL	54834	TUBING FOR DUMPSTERS	12/05/2025	15.25
BOONE'S MACHINE & RENTAL	54958	GRAPPLE CITY PARK	12/23/2025	200.00
Total LEROUX INC:				215.25
MOUNTAIN MAN PLUMBING				
	1691	TREATED WATER CONVERSAION LAB BUILDING	01/01/2026	4,799.97
Total MOUNTAIN MAN PLUMBING:				4,799.97
NCPERS GROUP LIFE INS				
C/O MEMBER BENEFITS INC	1526	PREMIUM	01/05/2026	336.00
Total NCPERS GROUP LIFE INS:				336.00
NICOLA, NICHOLAS				
	1826	PROFESSIONAL FEES AND SERVICES	01/08/2026	15.00
Total NICOLA, NICHOLAS:				15.00
NORCO INC				
	0045555564	BOTTLE RENTAL	12/31/2025	29.14

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total NORCO INC:				29.14
NORTHWEST PIPE				
	7440639	ANODES	09/22/2025	1,080.00
	7515326	SHOP DRAINAGE	01/08/2026	360.00
Total NORTHWEST PIPE:				1,440.00
OFFICE SHOP INC				
	337704	COPIER CONTRACT PW OFFICE	01/06/2026	80.53
Total OFFICE SHOP INC:				80.53
ONE-CALL OF WYOMING				
	78034	ONE - CALL FEES	01/09/2026	55.12
	78034	ONE - CALL FEES	01/09/2026	55.13
	78034	ONE - CALL FEES	01/09/2026	55.12
	78034	ONE - CALL FEES	01/09/2026	55.13
Total ONE-CALL OF WYOMING:				220.50
PARK COUNTY				
	11182	LEC CONTRACT - DISPATCH LABOR COSTS	01/01/2026	5,571.56
	11182	LEC CONTRACT - DISPATCH LABOR COSTS	01/01/2026	928.59
	11182	LEC CONTRACT - DISPATCH LABOR COSTS	01/01/2026	24,452.95
	11182	LEC CONTRACT - TECHNOLOGY SERVICES	01/01/2026	3,315.00
	11182	LEC CONTRACT - INSIDE MAINTENANCE SUPPLIES	01/01/2026	878.51
	11182	LEC CONTRACT - INSIDE MAINTENANCE LABOR	01/01/2026	1,900.12
	11182	LEC CONTRACT - OUTSIDE MAINTENANCE CREDIT	01/01/2026	484.16-
	11182	LEC CONTRACT - BUILDING INSURANCE COSTS	01/01/2026	532.15
	11182	LEC CONTRACT - UTILITIES	01/01/2026	1,137.43
Total PARK COUNTY:				38,232.15
PARK COUNTY LANDFILL				
	123125	BULK ITEM DISPOSAL FEES	12/31/2025	87.10
	123125	LANDFIL DISPOSAL FEES	12/31/2025	49,033.20
Total PARK COUNTY LANDFILL:				49,120.30
PROVIDENT LIFE & ACCIDENT INS				
	1526	PREMIUMS	01/05/2026	23.40
Total PROVIDENT LIFE & ACCIDENT INS:				23.40
PURCHASE POWER				
	11226	FINANCE/AP	01/12/2026	168.72
	11226	CITY CLERK	01/12/2026	1.48
	11226	CITY PLANNER	01/12/2026	34.19
	11226	COURT	01/12/2026	43.66
	11226	GRANTS	01/12/2026	8.74
	11226	PUBLIC WORKS	01/12/2026	962.74
	11226	PW LEAD SERVICE LINE	01/12/2026	12.42
	11226	PAYROLL/HR	01/12/2026	69.78
	11226	POLICE	01/12/2026	12.05

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
	11226	REC	01/12/2026	97.68
	11226	UTILITIES	01/12/2026	313.15
	11226	REFILL	01/12/2026	41.99
Total PURCHASE POWER:				1,766.60
PYE-BARKER FIRE & SAFETY COMPANY				
MOUNTAIN ALARM	7198771	SECURITY SERVICES AT AUDITORIUM	11/01/2025	180.00
MOUNTAIN ALARM	7513804	FIRE ALARM REPAIRS	12/23/2025	228.75
MOUNTAIN ALARM	7660893	MOUNTAIN ALARM MONITORING AND SILENT ALARMS	12/30/2025	8,850.00
Total PYE-BARKER FIRE & SAFETY COMPANY:				9,258.75
R & A SAFETY LLC				
	47958	DOT PRE-EMPLOYMENT SCREEN	12/17/2025	90.50
	48045	DOR EMPLOYMENT SCREEN	01/08/2026	90.50
Total R & A SAFETY LLC:				181.00
SABER PEST CONTROL LLC				
	AUD207	PEST CONTROL - AUDITORIUM	01/06/2026	100.00
	CH207	PEST CONTROL - CITY HALL	01/06/2026	70.00
	E194	PEST CONTROL - ELECTRIC	01/05/2026	100.00
	P206	PEST CONTROL - STREET/VEH MAIN	01/05/2026	60.00
	P206	PEST CONTROL - WATER DEPT	01/05/2026	30.00
	P206	PEST CONTROL - WASTEWATER DEPT	01/05/2026	30.00
	PR131	PEST CONTROL - PARKS SHOP	01/05/2026	80.00
	R205	PEST CONTROL - RECYCLING/SANITATION	01/07/2026	70.00
	REC207	PEST CONTROL - REC CENTER	01/06/2026	105.00
	REC207	PEST CONTROL - REC CENTER	01/06/2026	105.00
	W205	PEST CONTROL - WASTEWATER DEPT	01/07/2026	100.00
Total SABER PEST CONTROL LLC:				850.00
SESAC RIGHTS MANAGEMENT INC				
SESAC LLC	10877878	SESAC MUSIC LICENSE	01/01/2026	641.00
Total SESAC RIGHTS MANAGEMENT INC:				641.00
SHOSHONE MUNICIPAL PIPELINE				
	010126	DECEMEBER WATER	01/01/2026	122,187.60
Total SHOSHONE MUNICIPAL PIPELINE:				122,187.60
SLETTEN CONSTRUCTION				
	1666	Pay App 9 SEPTAGE WASTE RECEIVING STATION - WORK AUTH 2	12/30/2025	406,139.94
	1666	RET 9 SEPTAGE RECEIVING STATION	12/30/2025	20,307.00-
Total SLETTEN CONSTRUCTION:				385,832.94
STILLMAN, RYAN				
	5.0720.15	DEPOSIT REFUND	12/31/2025	57.25
Total STILLMAN, RYAN:				57.25
STONEHOUSE DATA SOLUTIONS LLC				
	4606	SHREDDER SERVICE	01/10/2026	129.99

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total STONEHOUSE DATA SOLUTIONS LLC:				129.99
STUEBNER, TABATHA				
	1826	RESTITUTION FROM MC-2412-002	01/08/2026	500.00
Total STUEBNER, TABATHA:				500.00
THOMSON REUTERS - WEST				
	853027929	CLEAR INVESTIGATIONS MONTHLY PAYMENT	01/01/2026	212.96
Total THOMSON REUTERS - WEST:				212.96
TYLER TECHNOLOGIES INC				
	025-531216	CONTENT MANAGER SUITE - PROFESSIONAL SERVICES	09/30/2025	250.00
Total TYLER TECHNOLOGIES INC:				250.00
U S POST OFFICE				
	01012026	6 MONTHS PO BOX RENTAL	01/01/2026	209.00
Total U S POST OFFICE:				209.00
UNUM LIFE INSURANCE - LIFE				
	1526	PREMIUM	01/05/2026	1,112.93
Total UNUM LIFE INSURANCE - LIFE:				1,112.93
WADE'S WRAPS LLC				
MADSON, ROBERT WADE	496	PATROL CARS DECALED	12/19/2025	1,137.00
Total WADE'S WRAPS LLC:				1,137.00
WATKINS, JANET				
	99591510	REC CENTER REFUND	01/09/2026	162.32
Total WATKINS, JANET:				162.32
WEST PLAINS ENGINEERING				
	BU25002-0010	TASK ORDER #1 ELECTRIC COORDINATION AND ARC FLASH STUDY	12/26/2025	5,675.55
Total WEST PLAINS ENGINEERING:				5,675.55
WHITE INK LLC				
	599272	NOTARY STAMP	12/31/2025	27.95
Total WHITE INK LLC:				27.95
WOLFF INDUSTRIES, INC				
KEELE SANITATION	820769	TRAILER ADA TEMP TOILET	12/31/2025	230.00
Total WOLFF INDUSTRIES, INC:				230.00
WOODS, NANCY				
	1826	PROFESSIONAL FEES AND SERVICES	01/08/2026	15.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total WOODS, NANCY:				15.00
WYOMING CHILD SUPPORT				
	1526	Garnishment Remittance # 227551	01/05/2026	323.07
Total WYOMING CHILD SUPPORT:				323.07
WYOMING DEPARTMENT OF WORKFORCE SERVICES				
WORKERS COMPENSATION DIV	1526	CONTRIBUTIONS	01/05/2026	15,113.15
WORKERS COMPENSATION DIV	1526	PD VOLUNTEERS	01/05/2026	12.87
WORKERS COMPENSATION DIV	1526	REC VOLUNTEERS	01/05/2026	12.88
Total WYOMING DEPARTMENT OF WORKFORCE SERVICES:				15,138.90
Grand Totals:				874,384.56
Payroll Totals				352,351.04
Total				1,226,735.60

Report Criteria:

Detail report.
Invoices with totals above \$0 included.
Paid and unpaid invoices included.
Invoice Detail.Input date = 01/13/2026
Invoice.Batch = {NOT LIKE} "1"

Meeting Date: January 20, 2026 Department: Community Development Staff Reference: Utana Dye
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AGENDA ITEM SUMMARY REPORT
Final Plat of Case Minor Subdivision

PROPOSED ACTION:

Re-Approve the Final Plat of Case Minor Subdivision

SUMMARY OF INFORMATION:

Jessica Case submitted a final plat application on December 9, 2025, for a plat that was approved in 2023, but it was not recorded within the allotted 100 days of approval. The plat has been revised as required by the conditions set by City Council when they approved the final plat. The applicant requests approval at this time so they may proceed to finalize and record the final plat and sell/develop the lots.

HISTORY

2/28/2023 – Preliminary Plat approved by the Planning, Zoning and Adjustment Board.

3/07/2023 – Preliminary Plat approved by City Council.

7/11/2023 – Final Plat approved by the Planning, Zoning and Adjustment Board.

7/18/2023 – Final Plat approved by City Council.

FISCAL IMPACT:

None

ATTACHMENTS:

1. Agenda Summary Case Final Plat 01202026
2. Case MS Final Plat

AGENDA ITEM SUMMARY REPORT

The Final Plat of the Case Minor Subdivision

Jessica Case submitted a final plat application on December 9, 2025 for a plat that was approved in 2023, but it was not recorded within the allotted 100 days of approval. The plat has been revised as required by the conditions set by City Council when they approved the final plat. The applicant requests approval at this time so they may proceed to finalize and record the final plat and sell/develop the lots.

HISTORY

2/28/2023 – Preliminary Plat approved by the Planning, Zoning and Adjustment Board.

3/07/2023 – Preliminary Plat approved by City Council.

7/11/2023 – Final Plat approved by the Planning, Zoning and Adjustment Board.

7/18/2023 – Final Plat approved by City Council.

SUBDIVISION REGULATIONS

The general subdivision ordinance requirements were reviewed with the approvals noted above.

CITY OF CODY CODE 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 less 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 is made to and granted by the council. The ruling for an extension of time shall be made during a regularly scheduled council meeting. (Ord. 89-12)

Subdivision Variances (previously granted by City Council with final plat approval on 7/18/2023):

1. Waive the requirement to construct the alley, until Lot 2 is further divided.
2. Reduce the street requirement to consist of a minimum 20-foot-wide paved approach, extending at least 25 feet off of 14th Street, with a minimum 20-foot-wide gravel or paved lane from the approach to Lot 1.
3. Allow any surface water rights on the property to be transferred to a 3rd party, rather than to the City.
4. Issuance of a building permit for owner's construction of their residence on Lot 1 prior to the subdivision improvements being completed and accepted.



AGENDA ITEM NO. _____

Final Plat Conditions of July 18, 2023 Approval and Status (comments regarding status are in red):

- 1) The additional variance relating to issuance of a building permit to the owner for Lot 1, prior to completion of the subdivision improvements, subject to the condition/commitment that all subdivision improvements would be completed prior to occupancy (temporary or final) of a dwelling on Lot 1. In addition, that access to the construction area would be restricted to the owner's contractors only during construction; the owner remains responsible to complete the improvements (e.g. access road and utilities); the property will not be transferred to someone else; and, all work is at the owner's risk. **The owner/applicant has complied with this condition and is ready to finalize the plat so that she may be issued a certificate of occupancy.**
- 2) The vacation of the 20' waterline easement, as depicted on the plat. **Condition has been met; the vacation of the easement is depicted and described on the plat.**
- 3) The final plat for the Case Minor Subdivision, subject to the following conditions:
 - a) Prior to construction of the access road to Lot 1, provide utility installation agreements with the 3rd party utility providers (Black Hills Energy and either/or both TCT and Charter) related to providing those utilities to Lot 1.
 - b) Provide verification from SMP that they are okay with the plans for the crossing of the road over their pipeline. **The access road changed location and no longer crosses the SMP easement, therefore this condition is no longer relevant.**
 - c) Install the fire hydrant to City standards, prior to occupancy of a dwelling on Lot 1. Coordinate with Public Works. **Due to the access road location, a new fire hydrant is not necessary, therefore this condition is no longer relevant.**
 - d) Install the raw water service to Lot 1, prior to occupancy of a dwelling on Lot 1. Coordinate with Public Works. **Condition met; the raw water service has been installed.**
 - e) Any contractor performing work in the right-of-way must obtain an encroachment permit. The details of the fire hydrant installation, sewer connection/street cut, and approach to 14th Street will be verified through the encroachment permit process. **Condition has been met; Morris Excavation obtained an encroachment permit and utility connections have been made.**
 - f) Prior to the mayor signing the final plat:
 - i. Provide an Authorization to Detach Water Rights (ADWR) from the state Board of Control. **Condition has been met.**
 - ii. Provide documentation and agreement with the utility provider as to what is necessary to relocate the phone pedestal. **Phone pedestal was relocated in coordination with Century Link prior to the access road relocation. Condition has been met.**
 - iii. Provide easement documents, and corrected exhibits, for the access road and utilities to Lot 1. The easements must be in place (recorded) prior to the installation of the utilities and access road within the easements. **Condition has been met.**

AGENDA ITEM NO. _____

- iv. Provide the raw water easement to Lot 1. **Condition has been met.**
- v. Make the edits to the final plat document, as noted in the staff report, which includes:
 - a) In the Certificate of Owner, correct the number of lots of record from 3 to 2, address the dedication of easements, consent to vacate the 20' waterline easement, and state the purpose. The following language is provided for guidance: "...Beck Lake Plaza is to divide and reconfigure the two lots of record into three lots as shown hereon; that I hereby dedicate the raw water easement shown hereon; and, that I request and consent to the vacation of the 20' City of Cody waterline easement as shown hereon." **Condition has been met.**
 - b) Add a note (Note 3) explaining the easement vacation. **Condition has been met. The note has been added to the final plat.**
 - c) Fix the dimensional leader for the 20' electrical easement. **Condition has been met.**
 - d) Add marks to clarify the extent of the 464.86' dimension on Lot 1. **Condition has been met.**
 - e) In the P&Z block, change "approved" to "Recommended for approval". **Condition has been met.**
 - f) Complete the recording information for the City of Cody property to the South of Lot 1. **Condition has been met.**
 - g) Complete the recording information for the easements, once they are recorded. **Condition has been met.**
 - h) The easement vacation approval could be better documented by adding language to the City Council approval block. **Condition has been met.**

ALTERNATIVES:

Approve, deny, or approve with conditions.

RECOMMENDATION:

ATTACHMENTS:

Final Plat

H:\PLANNING DEPARTMENT\FILE REVIEWS\MAJOR-MINOR SUBDIVISION\2023\SUB2023-01 JESSICA CASE MINOR\STAFF REPORTS\STAFF RPT TO PC CASE FINAL PLAT.DOCX

Meeting Date: January 20, 2026 Department: Community Development Staff Reference: Utana Dye
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AGENDA ITEM SUMMARY REPORT
Final Plat of Saints and Sinners Minor Subdivision

PROPOSED ACTION:

Re-Approve Final Plat of Saints and Sinners Minor Subdivision

SUMMARY OF INFORMATION:

Tom Quick, of What's Left, LLC, submitted a final plat application on January 5, 2026, for a plat that was approved in 2021, but it was not recorded within the allotted 100 days of approval. The plat has been revised as required by the conditions set by City Council when they approved the final plat. The applicant requests approval at this time so they may proceed to finalize and record the final plat and sell/develop the lots.

HISTORY

1/14/2020 – Preliminary Plat approved by the Planning, Zoning and Adjustment Board.

1/21/2020 – Preliminary Plat approved by City Council.

6/22/2021 – Final Plat approved by the Planning, Zoning and Adjustment Board.

7/06/2021 – Final Plat approved by City Council.

FISCAL IMPACT:

None

ATTACHMENTS:

1. Agenda Summary Saints and Sinners Final Plat 01202026
2. Final Plat Saints and Sinners

AGENDA ITEM SUMMARY REPORT

The Final Plat of the Saints and Sinners Minor Subdivision

Tom Quick, of What's Left, LLC, submitted a final plat application on January 5, 2026 for a plat that was approved in 2021, but it was not recorded within the allotted 100 days of approval. The plat has been revised as required by the conditions set by City Council when they approved the final plat. The applicant requests approval at this time so they may proceed to finalize and record the final plat and sell/develop the lots.

HISTORY

1/14/2020 – Preliminary Plat approved by the Planning, Zoning and Adjustment Board.

1/21/2020 – Preliminary Plat approved by City Council.

6/22/2021 – Final Plat approved by the Planning, Zoning and Adjustment Board.

7/06/2021 – Final Plat approved by City Council.

SUBDIVISION REGULATIONS

The general subdivision ordinance requirements were reviewed with the approvals noted above.

CITY OF CODY CODE 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 less 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 is made to and granted by the council. The ruling for an extension of time shall be made during a regularly scheduled council meeting. (Ord. 89-12)

Subdivision Variances (previously granted by City Council with final plat approval on 7/06/2021):

1. Waive the requirement to construct the alley.
2. Waiver of construction of Cougar Avenue subject to continuing the agreement for participation in a future improvement district.



Final Plat Conditions of July 6, 2021 Approval and Status (comments regarding status are in red):

1. Applicable utility fees are to be paid prior to the mayor signing the final plat. Fees have been calculated based on the applicant's contractor digging in the utilities and making the street patch. If Public Works is to do any digging or street patching, additional fees would apply.

Condition has been met.

AGENDA ITEM NO. _____

2. Prior to the mayor signing the final plat, provide the approvals from the remaining utility providers. **Condition has been met.**
3. Per the subdivision ordinance, the developer is responsible for the subdivision improvements noted on the utility plan (includes installation of sewer, domestic water, power, natural gas, and telecommunication services, and sidewalk on Lots 3 and 4). Installation of the utilities is to occur prior to issuance of a building permit on Lots 3 and 4. Installation of the sidewalk must occur no later than "occupancy" of any building on Lots 3 and 4. If Lots 3 or 4 are sold before all subdivision improvements are completed, it is the property owner's responsibility to inform the purchaser(s) of the required outstanding subdivision improvements.
4. All work within the City's right-of-way requires an encroachment permit from Public Works. The utilities coming in from the street are to be installed in a manner that the street repair occurs with a single patch.

ALTERNATIVES:

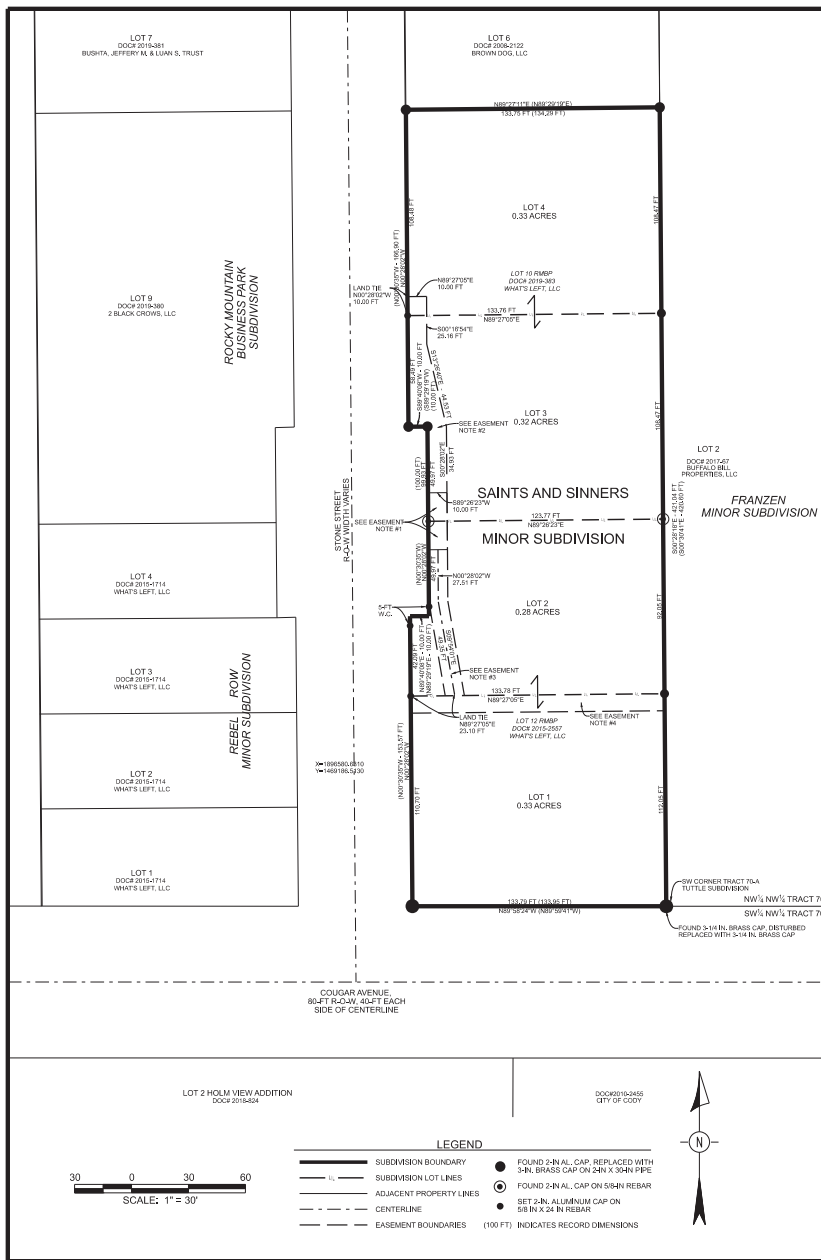
Approve, deny, or approve with conditions.

RECOMMENDATION:

ATTACHMENTS:

Final Plat

AGENDA ITEM NO. _____



CERTIFICATE OF OWNER

KNOW ALL PERSONS BY THESE PRESENTS THAT WE, THE UNDERSIGNED, ALL HEIRS AND/OR ASSIGNS, HEREBY CERTIFY THAT WE ARE THE OWNERS AND PROPRIETORS OF LOTS 10 AND 12 OF THE ROCKY MOUNTAIN BUSINESS PARK SUBDIVISION AS FILED IN PLAT CABINET J, PAGE 88, AS EVIDENCED BY DOC# 2015-2557 AND DOC# 2019-383 ALL ON FILE IN THE OFFICE OF THE PARK COUNTY CLERK, THAT WE HAVE CAUSED SAID LANDS TO BE SURVEYED, THAT THE SUBDIVISION OF SAID LANDS IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS; THAT WE, THE UNDERSIGNED, HEREBY DEDICATE THE EASEMENTS SHOWN HEREON FOR THE PURPOSES NOTED; THAT SAID LANDS ARE SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY AND MINERAL RIGHTS OR RESERVATIONS OF RECORD; THAT WE HEREBY AGREE THAT ANY FUTURE OWNERS OF THE LOTS WITHIN THE SAINTS AND SINNERS MINOR SUBDIVISION SHALL PROMOTE AND PARTICIPATE IN AN IMPROVEMENT DISTRICT FOR THE CONSTRUCTION OF COUGAR AVENUE TO CITY STREET STANDARDS WITH CURB, GUTTER, SIDEWALK AND STREETLIGHTS WHEN DEEMED NECESSARY BY THE CITY OF CODY; AND FURTHER, THAT THE LANGUAGE SHALL BE CONTAINED IN EACH AND EVERY CONVEYANCE OF RECORD; AND, THAT ANY RIGHTS BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF WYOMING ARE HEREBY RELEASED AND WAIVED.

TOM L. QUICK, MEMBER - WHAT'S LEFT, LLC

STATE OF WYOMING)
COUNTY OF PARK) SS

THE FOREGOING CERTIFICATE OF OWNER WAS ACKNOWLEDGED BEFORE ME BY TOM L. QUICK, MEMBER WHAT'S LEFT, LLC ON THIS _____ DAY OF _____, 20____, WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

DESCRIPTION OF LANDS

LOT 10 AND LOT 12 OF THE ROCKY MOUNTAIN BUSINESS PARK SUBDIVISION, ACCORDING TO THE PLAT FILED IN PLAT CABINET J, PAGE 88 ON FILE IN THE OFFICE OF THE PARK COUNTY CLERK, LOCATED WITHIN TRACT 70, RESURVEY T.53N, R.101W, 6TH P.M., CITY OF CODY, PARK COUNTY WYOMING

SUBDIVISION NOTES

1. BEARING BASE IS GEODETIC BASED ON THE WYOMING STATE PLANE COORDINATE SYSTEM, NAD83(2011), WYOMING WEST CENTRAL ZONE. GRID DISTANCES HAVE BEEN SCALED ACCORDING TO THE CODY DATUM, 1(CSF=1.002978, ESTABLISHED BY KEVIN JONES IN 2009, ALL SURVEY WORK WAS COMPLETED TO AN ACCURACY OF 1:15,000.
2. UNITS SHOWN HEREON ARE U.S. SURVEY FEET.
3. TOTAL SUBDIVISION AREA IS 1.27 ACRES.

EASEMENT NOTES

EXISTING EASEMENTS:
E1. A 10-FOOT BY 15-FOOT UTILITY EASEMENT WITHIN LOTS 10 AND 12, AS SHOWN ON THE PLAT OF THE ROCKY MOUNTAIN BUSINESS PARK SUBDIVISION FILED IN PLAT CABINET PAGE 88 ON FILE IN THE OFFICE OF THE PARK COUNTY CLERK.

DEDICATED EASEMENTS:
E2. A UTILITY EASEMENT LOCATED WITHIN LOTS 3 AND 4 OF THE SAINTS AND SINNERS MINOR SUBDIVISION, SHOWN HEREON AND LYING WEST OF THE LINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE N00°28'02"E ALONG THE WEST LINE OF SAID LOT 4 FOR A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; THENCE N89°27'05"E FOR A DISTANCE OF 10.00 FEET TO THE EAST BOUNDARY OF SAID EASEMENT; THENCE S00°15°54"E A DISTANCE OF 23.15 FEET; THENCE S13°26'40"E A DISTANCE OF 44.53 FEET; THENCE S00°28'02"E A DISTANCE OF 34.93 FEET TO THE NORTHEAST CORNER OF THE EXISTING UTILITY EASEMENT SHOWN ON THE PLAT OF THE ROCKY MOUNTAIN BUSINESS PARK SUBDIVISION FILED IN PLAT CABINET J, PAGE 88 ON FILE IN THE OFFICE OF THE PARK COUNTY CLERK; THENCE S89°26'23"W ON AND ALONG THE NORTH LINE OF SAID EXISTING EASEMENT A DISTANCE OF 10.00 FEET TO THE WEST BOUNDARY OF SAID LOT 3, ENDING THE EAST BOUNDARY OF SAID EASEMENT.

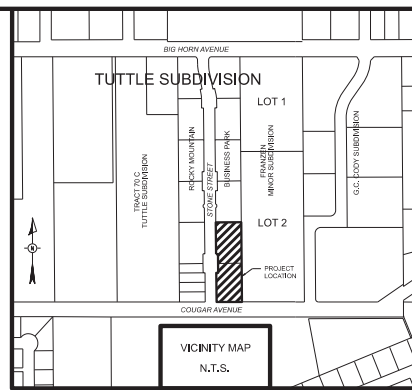
E3. A 10 FOOT WIDE UTILITY EASEMENT LOCATED WITHIN LOT 2 OF THE SAINTS AND SINNERS MINOR SUBDIVISION, SHOWN HEREON AND BEING 5 FEET EACH SIDE OF THE CENTERLINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE N89°27'05"E ON AND ALONG THE SOUTH LINE OF SAID LOT 2 FOR A DISTANCE OF 23.10 FEET TO THE BEGINNING OF SAID EASEMENT; THENCE N00°04°16"E A DISTANCE OF 48.35 FEET; THENCE N00°28'02"E A DISTANCE OF 27.61 FEET TO THE SOUTH BOUNDARY OF THE EXISTING UTILITY EASEMENT DEDICATED ON THE PLAT OF THE ROCKY MOUNTAIN BUSINESS PARK SUBDIVISION FILED IN PLAT CABINET J, PAGE 88 ON FILE IN THE OFFICE OF THE PARK COUNTY CLERK, BEING THE END OF SAID EASEMENT.

E4. AN ACCESS EASEMENT LOCATED WITHIN LOT 1 OF THE SAINTS AND SINNERS MINOR SUBDIVISION, SAID EASEMENT BEING THE NORTH 9 FEET OF SAID LOT 1, BENEFITTING LOT 2 OF SAID SUBDIVISION.

CERTIFICATE OF SURVEYOR

I, BRETT J. FARMER, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY STATE AS FOLLOWS THE INFORMATION SHOWN HEREON IS BASED ON RECORDS ON FILE IN THE OFFICE OF THE PARK COUNTY CLERK AND ON FIELD SURVEY WORK PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT THIS FINAL PLAT SHOWS THE DIVISION OF LANDS DESCRIBED IN DOC# 2015-2557 AND DOC# 2019-383 ON FILE IN THE OFFICE OF THE PARK COUNTY CLERK; THAT THE LANDS SURVEYED ARE CORRECTLY DESCRIBED IN THE DESCRIPTION OF LANDS AND THE SUBDIVISION THEREOF IS CORRECTLY SHOWN ON THIS PLAT, WHICH IS DRAWN TO THE SCALE INDICATED; AND THAT THE INFORMATION SHOWN HEREON IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BRETT J. FARMER
WYOMING REGISTRATION NO. 15644, L.S.



APPROVALS

CITY PLANNING AND ZONING BOARD

RECOMMENDED FOR APPROVAL THIS _____ DAY OF _____, 20____
BY THE CITY PLANNING AND ZONING BOARD OF CODY, WYOMING,

BY CHAIRMAN: _____

CITY COUNCIL

APPROVED THIS _____ DAY OF _____, 20____
BY THE CITY COUNCIL OF CODY, WYOMING,

BY MAYOR: _____

ATTESTED BY: _____
ADMINISTRATIVE SERVICES DIRECTOR

COUNTY CLERK'S CERTIFICATE

THIS PLAT OF THE SAINTS AND SINNERS MINOR SUBDIVISION WAS FILED FOR THE PUBLIC RECORD IN THE OFFICE OF THE CLERK, PARK COUNTY, WYOMING, AT _____ O'CLOCK _____, 20____, AND IS DULY RECORDED IN PLAT CABINET _____, ON PAGE _____, DOC# _____

BY: _____
PARK COUNTY CLERK DEPUTY

FINAL PLAT

**SAINTS AND SINNERS
MINOR SUBDIVISION**

BEING A DIVISION OF LOT 10 AND LOT 12
OF THE ROCKY MOUNTAIN BUSINESS PARK SUBDIVISION

LOCATED WITHIN
TRACT 70 RESURVEY T.53N, R.101 W., 6TH P.M.,
CITY OF CODY, PARK COUNTY, WYOMING

DEVELOPER / OWNER:

WHAT'S LEFT, LLC
DOC# 2015-2557
DOC# 2019-383

SAGE CIVIL ENGINEERING
ENGINEERS & ARCHITECTS
3824 BIG HORN AVE.
CODY, WY 82414
307-552-5816

JANUARY 03, 2025
DRAWN BY: JCF

PROJECT # 19017
19017-2 PLAT COUNCIL

FIELD SURVEY: APRIL 2019 - DEC. 2020
BY: BM, JCF
FIELD BOOK: 16

Meeting Date: January 20, 2026 Department: Administration Staff Reference: Scott Kolpitzke

AGENDA ITEM SUMMARY REPORT
YRA Fueling Station Agreement

PROPOSED ACTION:

Consider lease agreement approval contingent on approval of legal counsel.

SUMMARY OF INFORMATION:

Consider the lease agreement between Yellowstone Regional Airport and Essential Fuels / 26 Group, LLC. Essential Fuels / 26 Group, LLC is requesting a minor change to adjust the rent for the first month so it is prorated as of when the lease is approved.

FISCAL IMPACT:

N/A

ATTACHMENTS:

1. 2025.12.19.YRA Lease Agreement.sek

LEASE AGREEMENT

THIS AGREEMENT made and entered into this ____ day of December, 2025 by and between the YELLOWSTONE REGIONAL AIRPORT JOINT POWERS BOARD, a joint powers board properly formed under the laws of the State of Wyoming, hereinafter referred to as “LESSOR”, and 26 GROUP, LLC, a Nebraska Limited Liability Company, hereinafter referred to as “LESSEE”. The City of Cody, Wyoming (City), a municipal corporation, is a party to specific provisions of this Agreement as described below.

PRELIMINARY RECITALS

WHEREAS, the Lessor is the owner and operator of Yellowstone Regional Airport, an airport situated in Cody, Wyoming (Airport); and

WHEREAS, Lessee desires to lease from Lessor a parcel of land approximately 174,250 square feet in size, hereinafter referred to as “Leased Premises”, and described as follows:

A parcel shown on Exhibit “A” attached hereto and made part hereof. Said leased premises to be used for:

1. Operation of a convenience store;
2. Operation of a retail fuel station;
3. With the prior written approval of the Yellowstone Regional Airport Joint Powers Board, the sale of alcoholic beverages.

WHEREAS, Lessor hereby finds benefit and necessity to entering into a long-term lease. Specifically, Lessor finds that: 1. It is in need of continued and sustained revenue; 2. Such revenue can be generated through the letting of leasehold interests; 3. ~~The Lessor has land to lease but has had difficulty leasing its land. 4.- Le4.-~~ Lessee will be in a better position to obtain financing, make a substantial investment in the property, and enter into this lease agreement with a long-term lease.

WHEREAS, Lessor deems it advantageous to the operation of its Airport to grant the Lessee use of the leased premises with the rights and privileges as set forth herein.

Article 1 General Agreement

NOW, THEREFORE, for and in consideration of the rents, fees, covenants agreements contained herein, and recitals stated above incorporated into this Agreement by reference, and for other good and valuable consideration, it is mutually agreed and understood between the Lessor, City and Lessee the following:

Article 2

Term

The term of this Agreement shall be for a period of twenty (20) years, commencing in full force and effect on the 1st day of January, 2026, through the 31st day of December, 2045, unless sooner terminated or cancelled as provided herein. Thereafter, this lease agreement shall renew in two (2) successive 10-year periods if so elected by Lessor and Lessee. Rent shall be negotiated at the beginning of each successive term.

Article 3

Fees and Rentals

From and after the effective date hereof, the Lessee agrees to pay to the Lessor for the rights and privileges herein provided, the following rentals and fees:

~~Lessee's payment obligations are set forth in the schedule attached hereto and incorporated herein as Exhibit B. Annual rent for the leased premises shall be payable in equal payments, due on or before the first day of each month. The rent shall be reviewed every ten (10) years. If LESSOR increases the rent at that time, it shall increase by an amount equal to the Bureau of Labor Statistics Mount Plains Consumer Price Index (CPI) Summary.~~

~~For years 1 through 5 of this Agreement, Lessee shall pay to Lessor \$32,000.00 (Thirty-two thousand and no/100 dollars) annually, with monthly payments of \$2,666.67 due on or before the first day of each month. For years 6 through 10 of the lease term, the amount of rent shall increase each year by an amount to be determined by Lessor, subject to the following conditions. The rent for years 6 through 10 shall be increased each year by an amount up to the Bureau of Labor Statistics Mountain Plains Consumer Price Index (CPI), but each annual increase shall not exceed 3%. Prior to the expiration of the tenth year of the lease, the parties may meet to review the rental payments. If the parties fail to reach a mutual agreement on adjustments to the rental amount, Lessor may increase the rental amount each year by an amount up to the CPI, but each annual increase shall not exceed 5%.~~

The parties acknowledge that this lease will become effective January 1, 2026, but that the first rental payment is not due until April 1, 2026, due to Lessee's due diligence period.

Article 4

Rights and Privileges of Lessee

Subject to the terms and conditions hereinafter set forth, the Lessee is hereby given the following rights and privileges.

- 4.1 Leased Premises Use - Lessee has the right to use the leased premises for the operation of a retail fueling station, a convenience store, and with the prior written approval of the Yellowstone Regional Airport Joint Powers Board, the retail sale of alcoholic beverages.

The Lessee shall not engage in any other business, storage, operation, or activity without the prior written consent of the Lessor. The Lessee understands that a violation of this paragraph is a material default and breach of this Agreement that gives the Lessor the rights set forth in Article 10, *Defaults and Remedies*.

- 4.2 Ingress and Egress - Subject to rules and regulations governing the use of the Airport as may be established by the Airport Manager, the Lessee, its employees, suppliers of materials, furnishers of service, business visitors, and invitees shall have the right of ingress and egress to and from the leased premises. Lessor shall not implement or enforce any rule, construction, or operational change which would unreasonably interfere with Lessee's, its employees', and customers' ingress or egress to the Leased Premises..
- 4.3 Quiet Enjoyment - The Lessor covenants that upon paying the rent and performing the covenants and conditions herein contained, the Lessee shall peacefully and quietly have, hold, and enjoy the leased premises for the term of this Agreement. The Lessee waives any and all claims, objections, and complaints of any kind arising from the noise, activities and operation of an airport, including, but not limited to the noise of any and all aircraft. The Lessee further agrees that inconveniences, such as noise, disturbances, traffic detours and the like, caused by or associated with the construction of Airport improvements or Airport events shall not constitute a breach of quiet enjoyment of the leased premises. Further, the Lessee understands that access to the leased premises may be obstructed or prevented during and after snow events. The Lessee further agrees not to disturb Lessor or any other tenant of the Airport by creating or permitting any disturbance or other unusual noise or other undesirable condition on or about the Airport.

Article 5

Rights and Obligations of Lessor

In addition to other rights and privileges, the Lessor has the following rights and privileges.

- 5.1 Airport Development - The Lessor has the right, but shall not be obligated to Lessee, to develop or improve the landing areas and other portions of the Airport as it sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance.
- 5.2 Aerial Approaches - The Lessor has the right to take any action it considers necessary to protect the aerial approaches and transition surfaces of the Airport against obstruction, together with the right to prevent the Lessee or sub-lessees from erecting or permitting to be erected any building or other structure on the Airport, which in the sole opinion and discretion of LESSOR would limit the usefulness of the Airport or constitute a hazard to aircraft. Lessor advises and warrants that existing and intended use of the airport would not foreseeably interfere with Lessee's operations.
- 5.3 War, National Emergency, Riot or Natural Disaster - During time of congressionally

declared war, presidentially declared national emergency, declared riot or declared natural disaster, the Lessor shall have the right to lease the entire Airport or any part thereof to the United States or State of Wyoming for military or National Guard use. However, Lessor shall not lease the leased premises or any portion thereof occupied by Lessee to any governmental entity without notice to Lessee. If such government action renders the purpose for the leased premises unusable for a period of ~~three~~ three hundred sixty-five (365) days or more, and such circumstances would not end within the foreseeable future, either party may cancel this Lease by giving the other party written notice at least thirty (30) days in advance of the cancellation. If the lease is ~~cancelled~~ under this section prior to Lessor's full depreciation of ~~Lessee's~~ building, ~~Lessee~~ shall be compensated for its documented construction and improvement costs, less reasonable depreciation. The Parties agree that construction and improvement costs shall be documented through invoices, contracts, or certified cost statements provided by Lessee. If there is a dispute concerning the amount of compensation, each Party shall, within thirty (30) days, appoint an independent appraiser experienced in commercial construction valuation. The two appraisers shall jointly select a third neutral appraiser, and the decision of the majority of the three shall be final and binding as to the amount of compensation. Costs of appraisal shall be shared equally by the Parties.

- 5.4 Access to Leased Premises - To the extent necessary to protect the rights and interests of the Lessor, or to investigate compliance with the terms of this Agreement, the airport manager or his designee shall at any and all times have the right to inspect the leased premises, including all buildings, structures and improvements erected thereon during business and operation hours of Lessee. In the event of such inspection of the portions of the Leased Premises open to the public, Lessor is not required to provide an advance notification. Lessor must contact Lessee's CEO or designated representative and give advance notification at least 12 hours prior to any inspection or access to portions of the leased premises that are not open to the public, except in emergencies, and coordinate reasonable timing for such access.
- 5.5 Unrestricted Right of Flight - For the use and benefit of the public, the Lessor has a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the leased premises, together with the right to cause in that airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace for landing at, taking off from or operating on or about the Airport.
- 5.6 Government Use of Airport - This Agreement shall be subordinate to the provisions of any existing or future agreements between the Lessor and the United States government, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

5.7 Development Activities of Airport. If Lessor undertakes construction, maintenance, or any other activity on Airport property that substantially interferes with Lessee' ability to conduct its business operations, or renders Lessee unable to reasonably conduct its business on the leased premises, Lessee shall be entitled to an abatement of rental payments for the period of which Lessor's activity substantially interferes with Lessee's ability to conduct its business operations. The amount of the rental abatement shall be proportionate the percentage of loss of revenue in a calendar month by the Lessee directly attributable to the Lessor's activities. "Substantial interference" shall mean a loss of at least 10% of gross sales by Lessee for a period of at least 90 (ninety) days.

Commented [SK1]: Temporary or short- term activities should not result in YRA having to compensate Lessee for construction costs. Typically if there is a short- term reason why the Lessee cannot conduct business, that partially or totally abates the rent, but does not result in termination of the lease.

Article 6
Rights and Obligations of Lessee

Except as otherwise specifically provided herein, the Lessee shall have the following obligations.

- 6.1 Condition of Leased Premises - The Lessee shall use the leased premises and without expense to the Lessor, will construct and maintain any installations and buildings thereon. Prior to Lessee's use of the leased premises for the permitted uses described above, and prior to the construction of any buildings, fuel pumps, underground storage tanks and all other improvements, Lessee shall submit plans to Lessor for approval for improvements to be made to facilitate said use, to include but not be limited to, fencing, access control, and security/perimeter lighting. Lessor shall approve such plans so long as the same are commercially reasonable and generally in accord with industry standards for fuel stations of the same or similar character. Lessee shall comply with all local, state, and federal law regarding the construction of such improvements, including but not limited to building permits, site plan requirements, sign requirements of the City of Cody, and any and all environmental laws, rules, and regulations. Lessee shall be permitted to move, at Lessee's expense, the current building leased to Airport Car Condos of Wyoming, LLC, subject to the terms and conditions described in this section 6.1, and subject to the terms and conditions of the lease agreement between Lessor and Airport Car Condos of Wyoming, LLC.
- 6.2 Maintenance, Exterior Storage, and Housekeeping - Lessee shall, at its sole expense, keep, maintain, and repair the leased premises and any improvements thereto, consistent with good business practices and in a manner to preserve and protect the general appearance and value of other premises in the immediate vicinity. This shall include but not be limited to paved areas, lighting, landscaped areas within lease lines. At the final termination of this Agreement Lessee shall surrender the leased premises in good condition, normal wear and tear aside, but Lessor may direct LESSEE to remove any installations, improvements, buildings, or the like prior to surrender, at LESSEE's expense. In the event LESSOR directs LESSEE to remove the installations, improvements, and buildings, LESSEE shall do so in a manner that restores the premises to its original condition. Additionally, Lessee's buildings, fuel pumps and storage units shall be in good condition with no peeling paint or large dents and shall be stored in a neat and organized manner.

Lessee further agrees to remove all trash and garbage at its own expense and not deposit the same on any part of the Airport except temporarily in conjunction with collection or removal.

In the event Lessee does not keep the leased premises in a presentable condition, the Lessor has the right to issue a written notice to remedy the condition. If Lessee fails to perform

satisfactorily within ten (10) days of such notification or show reasonable cause for extensions of said time period, the Lessor shall have the right to perform, or have performed by an outside contractor, the necessary work without liability, and Lessee agrees to pay the Lessor one hundred twenty-five percent (125%) of such expenses within thirty (30) days upon invoice receipt.

- 6.3 Underground Tanks Lessee shall comply with all local, state, and federal laws, rules and regulations pertaining to the installation, maintenance, storage, and disposal of underground storage tanks, and the materials and substances contained therein. Upon termination, or sooner if for any reason the Lessee ceases to sell gasoline or other fuels, Lessee shall have the responsibility to remove the underground tanks, and to clean up any contamination which resulted from the use of those tanks or the fueling lines or apparatus, employing the services of a licensed installer to do so. Thereafter, Lessee will have a continuing duty of indemnity of any soil or water contamination resulting from Lessee's fueling operations.
- 6.4 Additions or Alterations – After initial construction, Lessee is prohibited from making alterations, attaching external fixtures, or making other changes to the leased premises unless approved in advance in writing by the airport manager. Written consent shall not be unreasonably withheld. All such changes shall become part of the realty upon which they were constructed.
- 6.5 Signage and Illumination – Lessee shall be permitted to erect or modify signage pertaining to the businesses contemplated in this lease agreement at Lessee's expense subject to approval by the Lessor or airport manager. Notwithstanding the business signage permitted in the preceding sentence, Lessee shall not paint on, attach, exhibit or display in or about said leased premises any other sign without the written consent of the airport manager first obtained regarding the nature and construction of the sign, provided always that the Lessee may erect an appropriate sign containing the name of the Lessee with airport manager approval, said approval not to be unreasonably withheld. If business decisions by Lessee require modification, replacement, or rebranding of existing, signage, Lessor shall not unreasonably withhold or delay approval of such signage changes. Lessee shall be responsible for compliance with all applicable local, state, and federal regulations pertaining to such signage, including but not limited to municipal sign code and any applicable FAA regulations. Lessee shall not need approval from Lessor or the airport manager to replace or update an existing sign so long as such replacement or update does not enlarge the sign, or result in a change in the location, dimensions, or height of the sign. No modifications, removal, or replacement of the existing sign shall occur until Lessor and Lessee mutually agree in a separate written agreement on the scope, cost allocation, and timeline for such signage work.
- 6.6 Utilities - The Lessee agrees to provide its own connections with utilities and to make

separate arrangements with the agencies responsible for the utilities. The Lessee shall pay for all utility service supplied to the leased premises, and if required by the utility agencies as a condition of providing the services, the Lessee will install and pay for standard metering devices for the measurement of such services. In the event it becomes necessary to make utility service or facility changes, the Lessee will either make such changes and installations at its own expense, as directed and required by the utility organizations, or pay the utility organization for such changes made. The Lessor shall have the right, without cost to Lessee, to install and maintain in, on or across the leased premises, sewer, water, gas, electric, telephone lines, electric substations or other installations necessary to the operation of the Airport, or to service other tenants of the Lessor, provided that the Lessor shall carry out such work and locate any above-ground structures in a manner so as not to unreasonably interfere with Lessee's use of the leased premises. Any costs for installation of utilities for service to Lessor shall be paid by Lessor. In the event maintenance/repair to any utilities is required by Lessor on the property subject to this lease, Lessor shall promptly or within a reasonable time restore property to the condition it was in, or better, than when the maintenance and/or repairs were performed.

- 6.7 Discrimination - The Lessee, for itself, its personal representatives, successors in interest and assigns as a part of the consideration thereof, does hereby covenant and agree that a) no person on the grounds of race, sex, color, religion, disability, age or national origin shall be excluded from participation in, denied the benefits of or otherwise subjected to discrimination in the use of said facilities; b) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, sex, color, disability, age or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; and c) that the Lessee shall use the leased premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 and as said regulations may be amended.
- 6.8 Costs of Enforcement - The parties covenant and agree to pay and discharge all reasonable costs, attorneys' fees and expenses that shall be made and incurred by the other party in enforcing the covenants and agreements of this Agreement.
- 6.9 Taxes, Licenses and Permits - The Lessee shall obtain and keep current all municipal, Lessor, state and federal licenses and permits that may be required in its operation. Lessee will bear, pay and discharge all taxes, assessments and levies of every nature and kind which may be taxed, charged or assessed lawfully against the lease premises and improvements thereon, or which may be lawfully levied or imposed upon the leasehold by a governmental agency.
- 6.10 Liens - The Lessee agrees to promptly pay all sums legally due and payable on account of

any labor performed on or materials furnished for the leased premises. Lessee shall not permit any liens to be placed against the leased premises on account of labor performed or material furnished. In the event such lien is placed against the leased premises, Lessee agrees to hold the Lessor harmless from any and all such asserted claims and liens and to remove or cause to be removed any and all such asserted claims or liens as soon as reasonably possible.

- 6.11 Parking – Lessor and the City of Cody each reserve the right at any time to adopt, promulgate, modify, or amend such parking regulations, rules, ordinances, or restrictions as they deem necessary for the Leased Premises. The Lessee agrees to prohibit vehicle parking on the Airport premises other than those vehicles specifically associated with the use of the leased premises, and no other. The Lessee and its invitees shall park only on Lessee's leased premises or other publicly designated parking areas. No designated overnight parking areas on the leased premises shall be provided. Overnight parking on the leased premises is not permitted without the prior written approval of the airport manager. Lessee shall not assume responsibility for unauthorized overnight parking by third parties. Lessee and its employees shall at all times comply with posted signs regulating the movement of vehicles. In the event of an emergency, inclement weather, or circumstances that reasonably warrant parking on the leased premises, parties agree to make reasonable accommodations until conditions warrant the removal of vehicles.
- 6.12 Laws, Ordinance, Rules, and Regulations - The Lessee agrees to observe and obey the rules and regulations governing the conduct and operation of the Airport facilities promulgated or amended from time to time by the FAA, airport manager, YRA Joint Powers Board, the governing body of the City of Cody, and/or the Park County Commissioners. Lessee shall also comply with, at its own cost and expense, all applicable federal, state, and local laws and ordinances. Lessee shall be responsible for compliance with all environmental regulations pertaining to the storage of fuels, flammable, toxic, and hazardous waste, including but not limited to laws, rules, and regulations enforced by or adopted by the Environmental Protection Agency, Wyoming Department of Environmental Quality, and any other local, state, or federal laws and regulations.
- 6.13 Storage of Flammable Fluids - The Lessee agrees that the storage of gasoline or other flammable fluids in bulk quantities shall be limited to such areas as designated by the airport manager. Lessee agrees that the storage of all other gasoline or flammable fluids shall be in an approved container labeled "FLAMMABLE". The storage of all gasoline, diesel, and other fluids shall conform to all applicable state, federal and local laws, rules, building codes and regulations. If any storage method is found to violate such regulations shall be deemed a breach of this Agreement, and Lessee shall immediately take such steps as are required by law or mandated by any court or administrative order to mitigate, reclaim, and restore the Leased Premise to a condition that complies with applicable laws, rules, regulations, and orders. If Lessee fails to take the necessary steps within a reasonable time (which time shall not exceed thirty days, or less if required by any law,

rule, regulation, or order) to cure the breach described in this section, Lessor shall have the right, but not the obligation, to mitigate or correct the violation, at Lessee's expense. The disposal of any hazardous chemicals or fluids on the Airport leased premises is prohibited. Lessee shall indemnify and hold harmless Lessor for any and all costs, expenses, fees, fines, penalties, damages, losses, judgments, settlements, and claims arising out of Lessee's breach of any of the requirements and conditions of this section. This indemnification obligation shall include, but not be limited to, Lessor's costs and expenses of restoring and mitigating the Leased Premises to comply with applicable laws, rules, regulations, and orders, and reasonable attorney's fees incurred by Lessor in defending any legal, civil, criminal, or administrative or other action arising from Lessee's breach of this section. This indemnification obligation shall be in addition to the indemnification obligations described in Article 8.

- 6.14 **Snow Plowing** - The Lessee agrees to be responsible for the plowing of snow within its leased premises including vehicle parking areas and access drives.
- 6.15 **Security Plan** - The Airport has implemented an airport security plan in a form acceptable to the Transportation Security Administration (TSA) pursuant to 49 Code of Federal Regulations Part 1542. The Lessor reserves the right to modify that plan from time to time, as it deems necessary, to accomplish compliance with TSA regulations. The Lessee shall at all times comply with the security plan and indemnify and hold harmless the Lessor from any violations of the security plan committed by any agent or member of the Lessee. Lessor shall have the right to terminate this agreement in the event that Lessee fails to comply or remain in compliance upon written notice by Lessor that compliance is required. Lessee shall not store any equipment, containers or vehicle within ten (10) feet of the Airport's perimeter fence.

Article 7

Insurance

Lessee shall, at its expense, maintain insurance in full force and effect during the term of this Agreement in such amounts and coverages as to protect Lessee's interests. All personal property on the leased premises shall be at the risk of Lessee, and Lessor and City shall not be liable for any damages to said personal property except for any loss or damage arising out of any negligent act or omission of Lessor or its employees, and subject to the protections and limitations of the Wyoming Governmental Claims Act (W.S. 1-39-101, et. seq), including governmental immunity. Lessor and Lessee will each keep its property interest, both real and personal, in the leased premises and its liability in regard thereto reasonably insured against hazards and casualties that is, fire and those items usually covered by extended coverage. Lessee shall keep and maintain general liability insurance coverage with limits of not less than \$3,000,000.00 (Three million and no/100 dollars) per incident, and \$5,000,000.00 (five million and no/100 dollars) in the aggregate. Lessee may satisfy this condition through a single policy, or a combination of general liability policies and umbrella policies, which policies shall be satisfactory to Lessor.

Lessee shall maintain a pollution insurance policy to ensure Lessee's compliance with all state and federal laws and regulations related to toxic or hazardous substances. Lessee shall provide a certificate of insurance to Lessor annually to document compliance with this provision.

Article 8

Indemnification and Hold Harmless

The Lessee agrees to fully indemnify, save, and hold harmless the Lessor and City of Cody, from and against all claims, liabilities, judgments, damages, costs and all expenses incidental to the investigation and defense thereof which may accrue against, be charged to or recovered from Lessor or City, directly or indirectly, by reason of or account of or arising out of death, damages or injuries to any persons or their property or damage to the property of the Lessor or City caused by the fault, action, non-action, omission or negligence of Lessee, its agents or employees and arising out of the use and occupancy of the premises at the Airport, including acts of joint negligence of the Lessee or its agents. The Lessor shall provide the Lessee with prompt written notice of any claim, demand, or litigation instituted that in any way directly or indirectly affects or may affect the Lessee or the leased premises. The Lessee shall give the Lessor prompt and reasonable notice of any claim made or actions instituted which in any way directly or indirectly affects or may affect the Lessor, and the Lessor shall have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of the Lessor's selection without relieving Lessee of any obligations hereunder. Any final judgment rendered against Lessor or City for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount. Lessee agrees to furnish proper and adequate insurance protection to Lessor, City, its agents, officers, and employees against any and all claims against them which may arise from Lessee's use and occupancy of and operations at the Airport, to the extent of Lessee's indemnity obligations herein set forth. Lessee's obligations herein shall survive any termination of this Agreement or Lessee's activities on the Airport.

Article 9

Subleases; Responsibility for Sublessees

- 9.1 The Lessee shall not sublease the leased premises or any part of the leased premises without the prior express written consent of the Lessor. Any proposed sublease which the Lessee wishes the Lessor to approve must meet the intended use of the property. Any sublease agreement shall be in writing and the agreement shall be subject to the terms and conditions of this Agreement; sublessees shall maintain liability insurance in the amounts the Lessee sees fit; sublessees shall maintain other insurance coverage and amounts as the Lessee prescribes; and sublessees shall hold the Lessor harmless. Lessee shall accept full responsibility and liability for the acts and omissions of its sublessees.
- 9.2 This Lease is entered into with 26 Group, LLC, as the Lessee and holding company. The Parties acknowledge and agree that Essential Fuel, LLC, a Nebraska Limited Liability Company, operates the fuel station and conducts daily business activities on the leased

premises as the authorized operating entity under this Lease. Such operational arrangement is expressly permitted and shall not constitute a sublease, assignment, or transfer requiring further approval by LESSOR. All other provisions of this Article remain unchanged.

Article 10

Defaults and Remedies

The occurrence of any one or more of the following events shall constitute a material default and breach of this Agreement by the Lessee or Lessor or City.

- 10.1 The filing of a voluntary petition in bankruptcy.
- 10.2 The institution of proceedings in bankruptcy and the adjudication of a party hereto as a bankrupt pursuant to such proceedings.
- 10.3 The taking by a court of assets pursuant to proceedings brought under the provisions of any Federal Reorganization Act.
- 10.4 The filing of any lien against the Airport or any of its property as the result of any act or omission of Lessee (except for the lien described in Article 28 below), if the lien is not discharged or contested in good faith by Lessee (as determined by the Lessor) within thirty (30) days of Lessee's receipt of notice of the lien, unless Lessee posts a bond within this time period equal to the amount of the lien.
- 10.5 The voluntary abandonment by Lessee of its operations at the Airport.
- 10.6 The appointment of a receiver of Lessee's assets, or any general assignment for the benefit of Lessee's creditors.
- 10.7 The failure of Lessor to uphold the terms and covenants of this lease.
- 10.8 The failure by Lessee to make any payment required by this Agreement for a period of ten (10) days after the time such payment becomes due, where such failure continues for a period of fifteen (15) days after written notice from the Lessor.
- 10.9 The falsification by the Lessee of any of its records or figures so as to deprive the Lessor of any of its rights under this Agreement.
- 10.10 The failure by Lessee to perform any of the covenants, conditions, or obligations imposed on it by this Agreement where the failure continues for a period of fifteen (15) days after written notice from the Lessor, unless a shorter time is specified in this Agreement.
- 10.11 Use of the leased premises for any purpose not specified in Section 4.3, Leased Premises

Use.

- 10.12 Notice that the Lessee is in violation of any local, state, or federal laws relating to the use of the premises, or to the storage, handling, or disposal of hazardous, toxic, or caustic substances or materials and the same is not contested or remedied by Lessee in a reasonable amount of time.

In the event of any default by the Lessee, the Lessor or City shall have the right to declare this Agreement terminated. In addition to the termination right described herein, the Lessor shall have the following rights and remedies upon default by Lessee:

- 10.13 The recovery of any unpaid rent, fees, and other payments due and owing at the time of termination, plus any unpaid rent and fees that would have been earned and other payments what would have been made if the Agreement had not been breached by Lessee.
- 10.14 The recovery of any damages, costs, fees (including, but not limited to reasonable attorney's fees) and expenses incurred by Lessor or City as a result of the breach of the Agreement by Lessee.
- 10.15 The removal of all persons from the Airport and the removal and storage at Lessee's expense of all of its property on the Airport.
- 10.16 Any other right or remedy, legal or equitable, that the Lessor or city is entitled to under applicable law.

In the event of any such termination as described above, the Lessor or City shall have the right at once and without further notice to the Lessee to enter and take full possession of the Leased Premises occupied by the Lessee under this Agreement. Upon the termination of this Agreement for any reasons, Lessee shall yield up all real property, space, and facilities to the Lessor or City in the same condition as when received, reasonable, and ordinary wear and tear and damage by the elements excepted. In the event of the failure on the part of the Lessee upon the termination of this Agreement to immediately remove from Airport all property owned by it, the Lessor or City might effect such removal and store such property at Lessee's expense. Lessee shall pay and discharge all reasonable costs, attorney fees and expenses that are incurred by the Lessor or City in enforcing the terms of this Agreement.

The failure of the Lessor or City to declare this Agreement terminated for any of the reasons set out above shall not bar the right of the Lessor or City to subsequently terminate this Agreement for any of the reasons set out above. Further, the acceptance of rental or fees by the Lessor for any period after a default by Lessee shall not be deemed a waiver of any right on the part of the Lessor to terminate this Agreement.

Article 11

Cancellation by Lessee

The Lessee may cancel this Agreement at any time that it is not in default in its obligations by giving the Airport Manager thirty (30) days written notice to be served as hereinafter provided after the happening of any of the following events, if such event materially impairs the conduct of Lessee's normal business on the Airport:

- 11.1 The issuance by a court of competent jurisdiction of any injunction in any way preventing or restraining normal use of the Airport or any substantial part of it, and the remaining in force of such injunction for a period of sixty (60) consecutive days, such injunction not being the result of any fault of Lessee;
- 11.2 The inability of Lessee to use, for a period of six (6) consecutive months, the Airport or any substantial part of it due to enactment or enforcement of any law or regulation, or because of fire, earthquake or similar casualty or Acts of God or the public enemy; or
- 11.3 The lawful assumption by the United States Government of the operation, control, or use of the Airport or any substantial part of it for military purposes in time of war or national emergency for a period of at least six months.

Failure of Lessee to declare this Agreement canceled for any of the reasons set out above shall not operate to bar or destroy the right of Lessee to cancel this Agreement by reason of any subsequent occurrence of the described events.

Article 12 Remedies Cumulative; No Waiver

All of the rights and remedies given to the Lessor, City, and/or Lessee in this Agreement are cumulative and no one is exclusive of any other. The Lessor, City, and/or Lessee shall have the right to pursue any one or all of such remedies or any other remedy or relief that may be provided by law, whether stated in this Agreement or not.

The failure of the Lessor to take action with respect to any breach by Lessee of any covenant, condition, or obligation in this Agreement shall not be a waiver of such covenant, condition or obligation or a subsequent breach of the same or any other covenant, condition or obligation. The acceptance by the Lessor of any rent or other payment shall not be a waiver by it of any breach by Lessee of any covenant, condition or obligation

Article 13 Damage to Property of Lessee and Others

The Lessor and City shall have no liability to the Lessee or its sublessees, contractors,

guests or invitees for any damage to their property caused by fire, tornado, earthquake, windstorm, or other casualty resulting therefrom, or from other acts by other persons, including, but not limited to, third parties. The Lessor's and City's liability shall be governed by the Wyoming Constitution, Wyoming law, including the Wyoming Governmental Claims Act.

Article 14
Damage to Leased Premises and Property
By Lessee and Others

If any part of any Airport property is damaged by the act or omission of the Lessee, its agents, officers, employees, contractors, sublessees, and subcontractors, the Lessee shall pay to the Lessor and City, upon demand, the fair market value of labor and/or materials reasonably necessary to repair or replace the property.

Article 15
Lessor Representative

The Airport Manager is the official representative of the Lessor for the administration and enforcement of this Agreement.

Article 16
Subordination

This Agreement is and shall be subordinate to any existing or future agreement between the Lessor and the United States regarding the operation or maintenance of the Airport.

Article 17
Governing Law;
Venue for Disputes

This Agreement shall be deemed to have been made in, and shall be construed in accordance with the laws of the State of Wyoming. Any lawsuit related to or arising out of disputes under this Agreement shall be commenced and tried in the district court of Park County, Wyoming, and the Lessor and Lessee submits to the exclusive jurisdiction of the district court for such lawsuits.

Nothing in this Agreement shall be construed as a waiver of Lessor's and City's governmental immunity under Wyoming law and the Wyoming Governmental Claims Act. Lessor and City retains all of their immunities, limitations and protections under the Wyoming Governmental Claims Act.

Article 18
Counterparts

This Agreement has been executed in several counterparts, each of which shall be taken to be an original and all collectively but one instrument.

Article 19
Severability

In the event that any provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision in this Agreement, provided that the invalidity of any such provision does not materially prejudice either the Lessor or Lessee in their respective rights and obligations contained in the valid provision of this Agreement.

Article 20
Independence of Contract

It is further mutually understood and agreed that nothing herein contained is intended or shall be construed as in any way creating or establishing the relationship of co-partners between the parties hereto, or as constituting the Lessee as the agent or representative or employee of the Lessor for any purpose or in any manner whatsoever.

Article 21
Successor and Assigns Bound

The Lessee shall be responsible for the obligations in Article 8 in perpetuity. Additionally, any payment obligation and repair obligation that exists as of the termination or cancellation of this Agreement shall extend until the obligation is satisfied. All of the provisions,

covenants and stipulations in this Agreement shall extend to and bind the legal representatives, heirs, successors and assigns of the respective parties. The term of lease will continue in effect and inure to the benefit of any assigns, heirs, or successors interest of the Lessee.

Article 22
Entire Agreement

This Agreement contains and embodies the entire agreement between the Lessor, City and Lessee and supersedes and replaces any and all prior agreements, understandings and promises on the same subject whether written or oral.

Article 23
No Assignment

This Agreement may not be assigned, nor any part of it be assigned, without the express written consent of Lessor and City.

Article 24
Holdover Possession of Leased Premises by Lessee

In the event that Lessee should hold over and remain in possession of the leased premises after the expiration of this Agreement or termination for any cause, the holding over shall be deemed not to operate as a renewal or extension of this Agreement and shall create a tenancy from month to month which may be terminated at any time by the Airport Manager or Lessee with ten days prior notice.

Article 25
Paragraph Headings

All paragraph and subparagraph headings contained in this Agreement are for convenience in reference only and are not intended to define or limit the scope of any provision.

Article 26
Notices

Notices to the Lessor or Lessee provided for in this Agreement shall be hand delivered or sent by certified mail, addressed to:

Lessor:
Airport Director
Yellowstone Regional Airport
P.O. Box 2748
Cody, Wyoming 82414

Lessee:
Eric Reichert
President
26 Group, LLC
1502 19th Avenue
Scottsbluff, NE 69361

Page 17 of 19

or to such other addresses as the parties may designate to each other in writing from time to time, and such notices shall be deemed to have been given when sent.

All payments shall be made payable to Yellowstone Regional Airport Joint Powers Board and sent to the attention of the Airport Manager at the Lessor's address stated above.

Article 27
Waiver of Immunity for Breach of Contract

Nothing in this Agreement shall be construed as a waiver of Lessor's or the City of Cody's governmental or sovereign immunity under the Wyoming Constitution and Wyoming law, nor shall it be construed as a waiver of the limitations, defenses and immunities provided under the Wyoming Constitution and Wyoming law.

Article 28
Financing and First Leasehold Interest Deed of Trust

Lessor acknowledges and consents that Lessee has or may obtain financing from First State Bank, Division of Glacier Bancorp, P.O. Box 1098, 1410 E. Valley Hwy 26, Torrington, WY 82240, which requires a First Leasehold Interest Deed of Trust (DOT) on Lessee's interest in this Lease. Lessor consents to the Bank's lien on the leasehold estate and agrees to execute all documents necessary to protect the Bank's interest, subject to review and approval by Lessor and City prior to the execution and recording of any lien documents, including any Deed of Trust. Lessor shall provide the Bank with any notice of default or termination and provide at least thirty (30) days to cure. Nothing in this section shall be construed as a waiver of any of the conditions or requirements described in this Agreement, including but not limited to those in Article 10, nor shall this section be construed as an authorization to allow any party to file a lien on the Leased Premises, or on any real property owned or operated by Lessor, the City of Cody or Park County, Wyoming.

Article 29
Entity Clarification

For administrative and financing purposes, this lease shall be held by 26 Group, LLC (the holding company) as Lessee. Essential Fuel, LLC (the operating entity) shall have the right to occupy, operate, and maintain the premises under this Lease. The lease by 26 Group, LLC to Essential Fuel, LLC shall not relieve 26 Group LLC of any of its obligations under this Agreement.

Article 30
Sale of Property

The parties understand that any sale of the Leased Premises is subject to Wyoming Statute

Section 15-1-112. Lessor and City of Cody agree that if they decide to sell the Leased Premises, they shall require, as a condition of such sale, that the buyer shall purchase the property subject to this Agreement, and that this Agreement shall be binding upon the buyer, and the buyer shall be obligated to fulfill the obligations of Lessor under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their proper offices on the dates shown below.

**LESSOR: YELLOWSTONE REGIONAL AIRPORT
 JOINT POWERS BOARD**

_____ Dated: December ____, 2025.
Board President
Lessor

LESSEE: 26 GROUP, LLC:

By: _____ Dated: December ____, 2025.
PRINT NAME: Eric Reichert
Title: President of 26 Group, LLC

CITY OF CODY, WYOMING:

BY: _____ Dated: _____
LEE ANN REITER, MAYOR

Attest: _____
Clerk

AGENDA ITEM SUMMARY REPORT

Ordinance No. 2026-01 - Second 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

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: 1/6/2026

Passed on Second Reading: _____, 2026

Passed on Third Reading: _____, 2026

ATTEST:

Lee Ann Reiter, Mayor

Tina Gail, Administrative Service Officer

AGENDA ITEM SUMMARY REPORT

Ordinance No. 2026-02 - Second 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: January 6, 2026

Passed on Second Reading: _____, 2026

Passed on Third Reading: _____, 2026

ATTEST:

Lee Ann Reiter, Mayor

Tina Gail, Administrative Service Officer

Meeting Date: January 20, 2026 Department: Community Development Staff Reference: Scott Kolpitzke, Utana Dye

AGENDA ITEM SUMMARY REPORT

Ordinance No. 2026-03 - Second 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: January 6, 2026

Passed on Second Reading: _____, 2026

Passed on Third Reading: _____, 2026

ATTEST:

Lee Ann Reiter, Mayor

Tina Gail, Administrative Service Officer

Meeting Date: January 20, 2026 Department: Community Development Staff Reference: Scott Kolpitzke, Utana Dye

AGENDA ITEM SUMMARY REPORT
Ordinance No. 2026-04, Second 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

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: January 6, 2026

Passed on Second Reading: _____, 2026

Passed on Second Reading: _____, 2026

ATTEST:

Lee Ann Reiter, Mayor

Tina Gail, Administrative Service Officer

Meeting Date: January 20, 2026 Department: Community Development Staff Reference: Utana Dye
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AGENDA ITEM SUMMARY REPORT

Ordinance No. 2025-36 - Third 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 second reading on January 6, 2026.

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 impact to the City Budget is expected.

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: 01/06/2026
Passed on Third Reading: _____

ATTEST:

_____ Lee Ann Reiter, Mayor	_____ Tina Gail, Administrative Services Director
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Meeting Date: January 20, 2026 Department: Community Development Staff Reference: Utana Dye
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AGENDA ITEM SUMMARY REPORT

Ordinance No. 2025-37 - Third 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 third and final 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 have been received since passing the second reading on January 6, 2026.

FISCAL IMPACT:

No impact to the City Budget is expected.

ATTACHMENTS:

1. Ordinance 2025-37 Rezone Lot 4, Block 2, Cody Heights Subdivision

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: 1/06/26

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

ATTEST:

Lee Ann Reiter, Mayor

Tina Gail, Administrative Service Officer