City of Cody City Council

Special Meeting

Tuesday, February 10, 2026-5:30 PM

Meeting Place: City of Cody Council Chambers

Meeting Called to Order

Roll Call

Discussion/Informational Items

a. Committee/Board/Project Updates
Staff Reference:

b. Rezone Lots 1-12 and the N 55' of Lots 15-16 of Block 14 from R-3 Medium Density Residential to D-2 General Business
Staff Reference: Utana Dye

c. Amendment to the Clean Water State Revolving Fund Loan Agreement CW169 for the Wastewater Treatment Facility Phase 2
Staff Reference: Leslie Brumage

d. Lead Service Line State Revolving Fund Loan Agreement - Vacuum Truck and Service Line Investigation Project
Staff Reference: Phillip Bowman

e. Storm Drainage Master Plan Update
Staff Reference: Phillip Bowman

f. Belfry Bridge Boat Ramp Project - Consultant Selection and Professional Services Agreement with Morrison-Maierle
Staff Reference: Phillip Bowman, Jake Moyer

g. Cooperative Agreement between WYDOT and City of Cody for the East Sheridan Avenue Improvements Project with Urban Systems Funding
Staff Reference: Phillip Bowman

Conduct of Business

Adjournment

Meeting Date: February 10, 2026 **Department**: Community Development **Staff Reference:** Utana Dye

AGENDA ITEM SUMMARY REPORT

Rezone Lots 1-12 and the N 55' of Lots 15-16 of Block 14 from R-3 Medium Density Residential to D-2 General Business

PROPOSED ACTION:
Discussion on the rezone.

SUMMARY OF INFORMATION:
Sarah Skiffington, together with Jan Riley, Thomas Brolin, Mary Moorehouse, Rand Flory and Douglas & Gale Sunderland, submitted a request to rezone Lots 1,2,3,4,5,6,7,8,9,10,11,12 and the N. 65'8" of Lots 15 & 16, of Block 14, of the Original Town of Cody from Medium-High Density Residential (R-3) to General Business (D-2). The properties are located on the south side of Beck Avenue. Seven of the nine properties have requested the rezone to D-2 (see the red with black hatched properties on the map for reference). The blocks to the north, east and west of the subject properties are zoned D-2. The properties to the south are zoned R-3.

Neighboring Properties:

DIRECTION	*EXISTING USE*	*ZONING*
North	Medical Office, Church, Residential	General Business (D-2)
East	Residential, Short-term rentals	General Business (D-2)
South	Residential, Short-term rentals	Medium-density Residential (R-3
West	Commercial Retail, Restaurant	General Business (D-2)

Existing Zoning vs. Proposed

The existing R-3 residential zoning of the property allows for residential development. The developable acreage per dwelling is 4,000 square feet and the properties seeking the rezone are approximately 7,200 sq-ft or less in size. The maximum number of stories is 2 stories and 30 feet above finished grade. The minimum size of a dwelling in gross floor area excluding garage is 600 square feet.

The proposed General Business (D-2) zoning is the next step up from a D-1 zone of the four commercial zoning districts. Residential density is not limited in the D-2 zone, other than by the need to provide access and parking. Height is limited to 40’ and shall not have more than three (3) stories.

The D-2 zone also includes any uses permitted in the D-1 District, along with Dry Cleaning stores, drive-in food services, service stations; automobile garages, including sales, service and repairs; automobile body and paint shops, including upholstering and reconditioning; automobile leasing office; new and used car lots, including storage; car washes; golf courses; canvas sales and fabrications; banks and financial institutions; fur sales, repair and storage; employment services; bottling plants; blacksmith or welding shops; boat sales and repairs; bookbinding; broadcasting studios without towers; plumbing, heating and roofing supply and workshops; building material sales and lumber yards; clothes cleaning and laundromats; small equipment leasing and storage; art foundries; mobile home sales; pet shops; greenhouses and nurseries; post offices; pottery manufacturing facilities; printing and publishing shops; sign shops; swimming pool sales and supplies; wholesale bakeries; warehouses; wireless communication facilities. Stores and services may be permitted but expressly excluding those listed in D-3 Districts.

10-10B-3 Buffer Zone: Where any business or commercial district is adjacent to any residential district, there shall be provided on the business or commercial district a buffer zone with a visual screen. *There is no such requirement in a residential zone for a visual screen or buffer zone.*

10-10B-4 Architecture and Landscaping:
All structures within the district shall be architecturally compatible. Architectural and landscaping plans shall be submitted to the Planning and Zoning Commission for approval. Architectural and landscaping details shall be maintained as shown by the approved plans.

Note: *In a residential zoning district no review by the Planning and Zoning Commission is required.*

PROCEDURE:

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

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

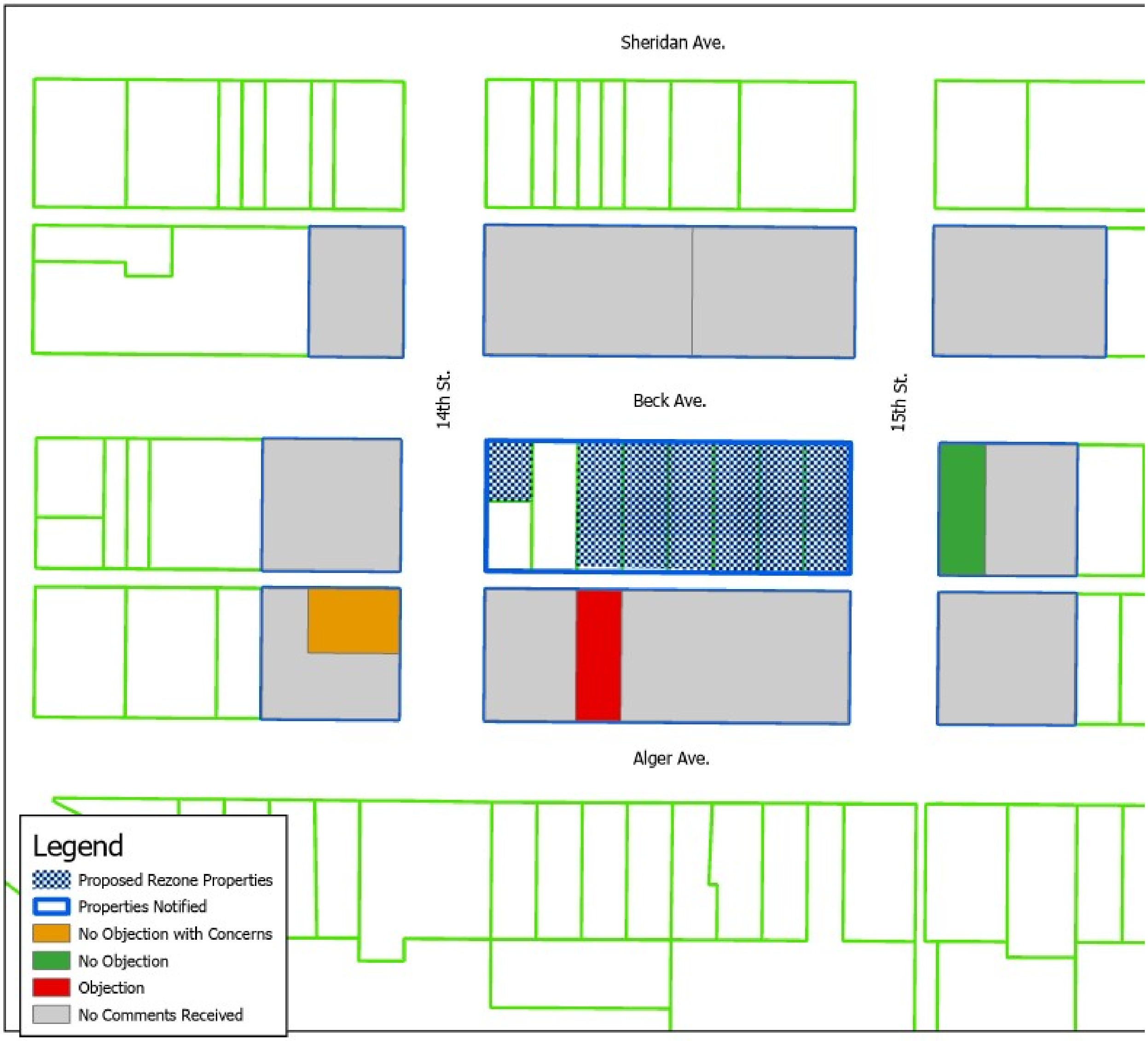
The public hearing was advertised as required by posting an advertisement in the Cody Enterprise on January 15, 2026 and by mail on January 12, 2026. All written comments received by the time this report was issued are attached at the end of this report.

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

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

Below is a map and a summary of public responses for the properties notified within 140' of the requested rezone as required by city code:
- **Total adjacent properties notified: 32**
- **Total lots included in the proposed change: 7 (all have consented in writing to the rezone)**
- **Total written objections by adjacent properties: 1**
- **Total responses of no objection by adjacent properties:2**
- **Total adjacent properties notified who did not provide comment: 29**

***Note: 20% of the 32 adjacent properties within 140' is six (6). The total number of signed objections (protest) from adjacent properties within 140', at the time this staff report was drafted, is one (1). At the Planning, Zoning and Adjustment Board public hearing, there were no members of the public in protest to the rezone. The applicant spoke in support of the rezone at the public hearing.**



REVIEW CRITERIA:

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

For the purpose of providing guidance, staff will refer to the following general standards for zoning that are found in Wyoming state law, Section 15-1-601(d) and complies with these standards.

Staff has provided some information based upon zoning codes, and the Master plan for board review.

(i) In accordance with a comprehensive plan…;

The current comprehensive plan was adopted by the City in March of 2014. Per the master plan "*The Future Land Use Map…will be the guide for future zoning and development within the city".* The Future Land Use Map designates the subject property as Downtown Mixed Use.

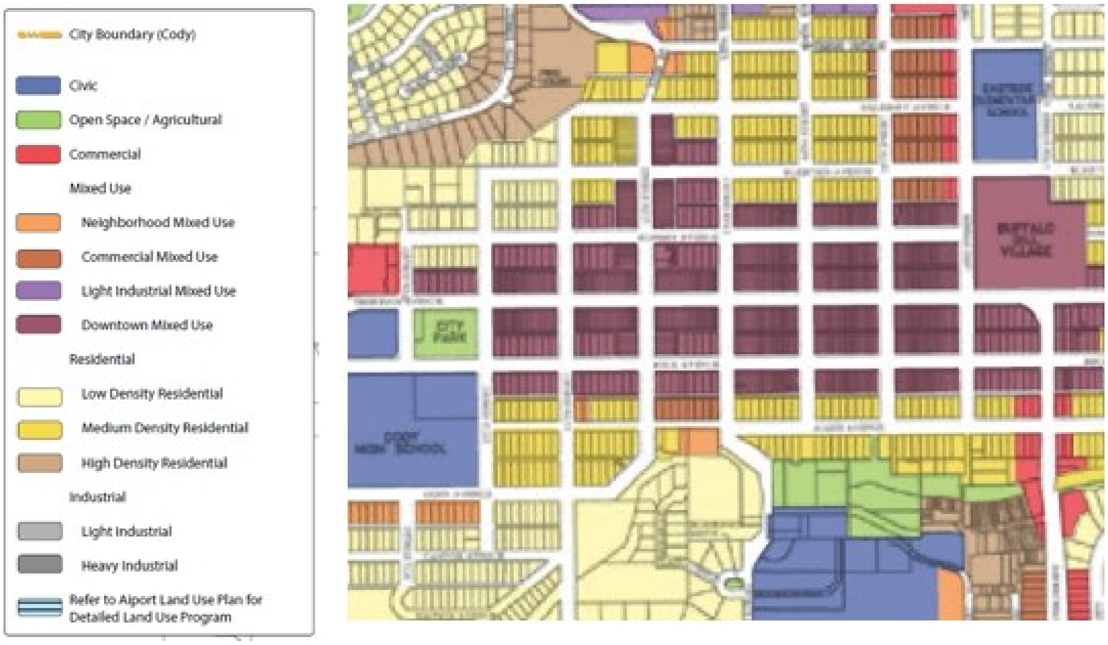
Downtown Mixed Use: The downtown mixed use designation is intended to provide abundant opportunities for retail, hospitality, personal service, and residential uses in a compact, pedestrian-friendly setting. This area should offer a range of things for both residents and visitors to do and see, both during the day and in the evening. Uses should include a diverse mix of office, finance, civic, government, entertainment, retail, restaurants and housing. Land use regulations for downtown should have a form-based component to help ensure compatibility of form, function, and design for a vibrant and busy environment. *One highlight of the Master Plan is the enhancement of community gateways, an expanded downtown, a focus on attracting targeted industries and employers will ensure a more robust, year-round local economy.*

Commercial: This designation allows a variety of retail, service, and office uses. Residential units may be incorporated into a commercial development as accessory uses, in the manner(s) specified by ordinance.

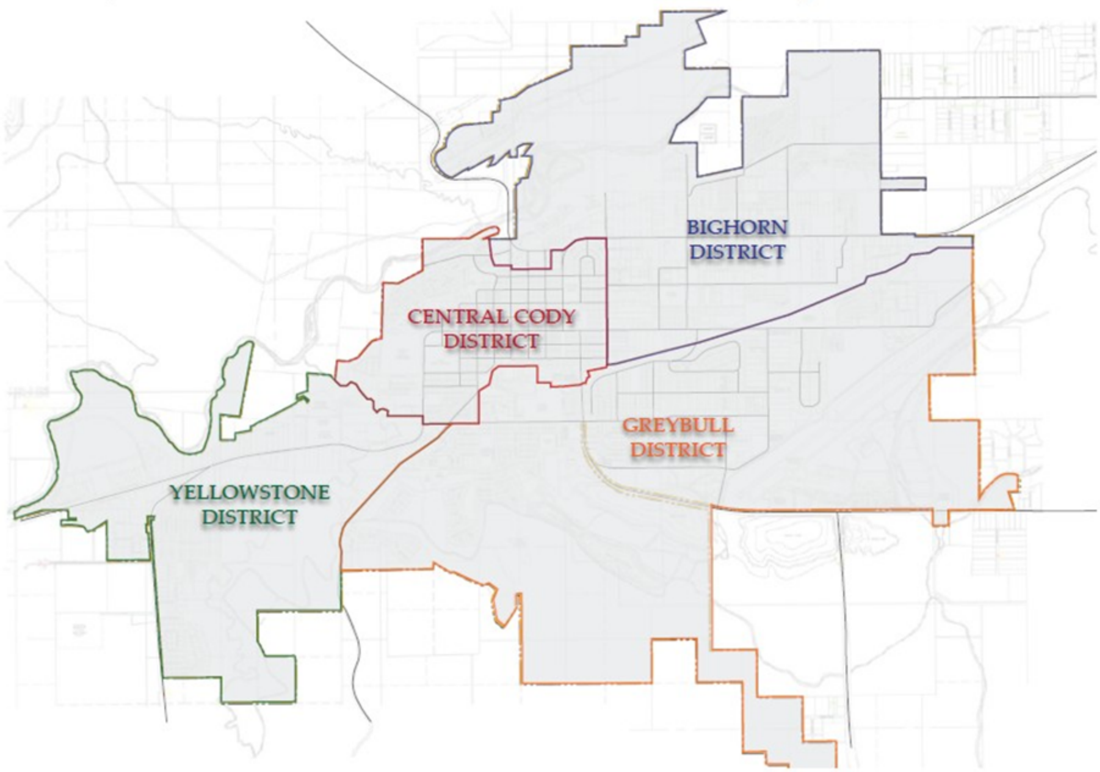
9.2.a*. Downtown Vitality*. Allow a concentration of visitor attractions, community amenities, and mixed-use housing downtown to increase visitation and enhance the vitality of the downtown area.

9.2. b. *New Downtown Development*. Encourage new types of buildings and offices that are consistent with the historic character of downtown while attracting leading edge firms and employees, including flex spaces and shared office facilities.

9.2.c *Mixed Use Downtown*. Allow mixed use development along Sheridan Avenue, Beck Avenue, Rumsey Avenue, and connecting streets within the downtown district. Mix retail, office and/or residential uses on blocks and within multi-story buildings.



The Master Plan also designates and discusses the Character Districts.



District 1: Central Cody District

EXISTING CHARACTER:

The Central Cody District consists of the historic downtown commercial core, historic downtown neighborhoods, and newer development along the river. Community amenities and attractions are heavily concentrated in this district, and include the Buffalo Bill Center of the West, West Park Hospital, the Senior Center, Cody High School, Eastside elementary School, Park County Courthouse, Chamber of Commerce, City Hall, Cody Auditorium, and City Park. Lodging, restaurants, and visitor-oriented retail dominate the storefronts along Sheridan Avenue (Main Street) and its side streets. Most traffic passes directly through Central Cody, making it the busiest area of the city.

DESIRED FUTURE CHARACTER:

Central Cody's character should represent the retail, service, governmental, social and cultural heart of Cody. Residential, office, retail, entertainment and civic uses should be balanced in a way that allows for easy access to destinations and services by all modes of transportation. Downtown should be accessible and pedestrian-friendly, a welcoming place for both residents and visitors, and the central hub for shopping, dining, lodging,
entertainment, gathering, and socializing. There should be abundant opportunities for outdoor dining, plazas, public art, cultural and special events, live entertainment, and places to congregate. Public investment and land use decisions should be consistent with the long-term economic health of the downtown core.
With the desired General Business D-2 zone, any development would need to follow the zoning district ordinance, commercial development standards, off-street parking ordinance, building codes, and fire codes that would need to be met for adequate protections for securing safety from fire, panic, or other physical dangers.

By changing the zone from Medium-Density Residential (R-3) to a General Business (D-2) zone, opportunity would open for a mixed use residential and commercial use, allowing for more jobs, services, commerce and residential housing to help meet community needs; thereby contributing to personal and community health and welfare.

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

Staff Comment: Due to the proximity of adjacent properties zoned General Business (D-2), it is reasonable to request D-2 zoning. However, public input, particularly an objection letter, suggests that D-1 zoning may be more appropriate for this area, in effort to retain the character of the neighborhood. This may be a reasonable consideration because D-1 zoning would accommodate commercial uses that may be better suited for this location, aligning closely with residential uses. Furthermore, D-1 zoning could create a better transitional zone between the adjacent R-3 zoning district to the south and the D-2 districts to the north, east, and west.

Proximity to Like Zoning:

Staff Comment: General Business (D-2) zoning is adjacent to the north, east and west of the properties requesting the zone change. Medium-High Density Residential (R-3) zoning is to the south.

Pictures from Staff:

From the north side of Beck Avenue, facing west across the adjacent properties to the north of the proposed rezone.

From the north side of Beck Avenue across the street from the properties requesting the rezone, facing west.

Facing southwest across the properties requesting the rezone.

Recommendation:

The Planning, Zoning and Adjustment Board heard the rezone request at a public hearing on February 5, 2026 and after discussion, Erin Welty made a motion to recommend to City Council that Lots 1,2,3,4,5,6,7,8,9,10,11,12 and the N. 65'8" of Lots 15 & 16, of Block 14, of the Original Town of Cody be rezoned from Medium-High Density Residential (R-3) to Limited Business (D-1). Dan Holler seconded the motion. Dan Schein, Dan Holler and Erin Welty voted aye. Kathryn Kyle and Carla Egelhoff voted nay. The motion failed because the vote did not constitute a majority of the quorum, therefore no recommendation is given to City Council from the Planning, Zoning and Adjustment Board.

FISCAL IMPACT:

ATTACHMENTS:

1. Letter with Signatures
2. Flory Signature
3. Newspaper Proof of Notice
4. Neighbor notification form
5. 1502 Beck No objection
6. 1227 14th St Comments
7. 1413 Alger Objection
8. 1420 Beck Rezone Property
9. 1426 Beck Rezone Property
10. 1432 Beck Rezone Property

11. 1444 Beck Rezone Property

October 28, 2025

To: Cody City Council and Cody Planning and Zoning Board

The undersigned are owners of property in the 1400 Block of Beck Avenue and are asking for a zone change from R3 to D2.

As this area is surrounded by D2 and has been for some time now, we feel this is a reasonable and justifiable request. We have just across the street the Untied Methodist church and Dr. Lisa Williams doctor office.
To the west, we have Napa Auto Parts, Doctor Folkers office, The Colonel Cigar Bar along with the attached Trail Head Restaurant, continuing on to Beartooth Floral and The Heart Mountain building that occupies numerous and a various businesses. Across the street we have Simpson Law Firm. Not to mention in the 1400 block alley between Beck and Alger, there are at least 4 airbnb (short term rental) properties. These are similar to commercial usage. The occupants of these short term rentals come and go at all hours and they are different people every few days.

Head to the east until you reach 17th Street and you have again, numerous short term rentals, Sitz and Meinecke law office, Big Horn Basin Chiropractor, the Bargain Box, Denny Menholt auto dealership, 307 Insurance and a cute little antique shop that just recently has become a real estate office.

The reality is that Beck Ave. west of 17th Street is no longer residential. It makes sense to allow the lone south side of the 1400 block of Beck Ave. to be rezoned. We are truly surrounded by D2.

Wishing that Cody isn't growing and changing and wanting to keep this area residential, simply no longer makes sense nor is reasonable. This zoning change would allow we the undersigned owners desired options and flexibility with our properties. Please review and accept our desired zone change request.

Thank you,

Sarah Skiffington ______________________ Date 10/30/25
1432 Beck Ave.
Cody, WY.

Actually I Can, LLC Sarah Skiffington President Date 10/30/25
1426 Beck Ave.
Cody, WY.

Jan Riley Jan Riley Date 31 Oct 25
1438 Beck Ave.
Cody, WY.

Douglas and Gale Sunderland ______________________ Date ____________
1420 Beck Ave. ______________________ Date ____________
Cody, WY.

Thomas R. Brolin [signature] Date 10/31/2025
1202 14th Street
Cody, WY.

Mary Moorehouse [signature] Date 10/31/2025
1416 Beck Ave.
Cody, WY.

Douglas and Gale Sunderland Douglas Sunderland Date 11/7/25
1420 Beck Ave. Gale Sunderland Date 11/7/25
Cody, WY.

Thomas R. Brolin ______________________________ Date __________
1202 14th Street
Cody, WY.

Mary Moorehouse ______________________________ Date __________
1416 Beck Ave.
Cody, WY.

Rand Flory ______________________________ Date 06 JAN 26
1444 Beck Ave.
Cody, WY.

Cody Enterprise

Publication Name:
Cody Enterprise

Publication URL:
www.codyenterprise.com/

Publication City and State:
Cody, WY

Publication County:
Park

Notice Popular Keyword Category:

Notice Keywords:
Beck

Notice Authentication Number:
**202601281728137314700
1209355131**

Notice URL:

Back

Notice File: cl_24180_34431_fe91.pdf

Notice Publish Date: Thursday, January 15, 2026

Notice Content

PLEASE NOTE: *The following text was electronically converted from the PDF document above, and may not be 100% accurate. Because of this, please view the PDF for the most accurate information.*

PUBLIC HEARING NOTICE

The City of Cody Planning & Zoning Board will hold a public hearing on Thursday, February 5, 2026 at 12:00 p.m. or as soon thereafter as practical at 1338 Rumsey Avenue, in the Cody City Council Chambers to consider a request for the rezoning of Lots 1,2,3,4,5,6,7,8,9,10,11,12 and the N. 65'8" of Lots 15 & 16, of Block 14, Original Townsite, City of Cody, Park County, Wyoming (addressed as 1202 14th St., 1416, 1420, 1426, 1432, 1438 and 1444 Beck Ave.) from Medium-High Density Residential (R-3) to General Business (D-2). Information regarding the requested rezone is available from the Community Development Department in City Hall or by calling 307-527-3482. Written comments shall be directed to the City Planner, P.O. Box 2200, Cody, WY 82414 and must be received prior to the date and time of the public hearing.

Publish Date: January 15, 2026

Legal No: 68

Web display limited to 1,000 characters. Please view the PDF for the complete Public Notice.

Back

Notice to Owners of Neighboring Properties: **Please return your comments by January 26, 2026 to:**

Date: January 12, 2026

RE: **REQUEST FOR REZONING**

Cody City Planner
P.O. Box 2200
Cody, WY 82414
OR, send an email to: pandzcontact@codywy.gov

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

Subject Property:

Lots 1,2,3,4,5,6,7,8,9,10,11,12 and the N. 65'8" of Lots 15 & 16, of Block 14, Original Townsite, City of Cody, Park County, Wyoming (addressed as 1202 14th St., 1416, 1420, 1426, 1432, 1438 and 1444 Beck Ave.)

Applicant Name(s): Sarah Skiffington, Jan Riley, Thomas Brolin, Mary Moorehouse, Rand Flory and Douglas & Gale Sunderland

Description of Request: The applicants would like to rezone the subject properties (shown in red with black hatching on the map to the right) from Medium-High Density Residential (R-3) to General Business (D-2). To view the zoning and development standards for each zone see Title 10 of the City of Cody Code, available at codywy.gov under Government > Municipal Code.

This request will be considered at a public hearing held by the City of Cody Planning & Zoning Board at their regularly scheduled meeting on Thursday February 5, 2026 at 12:00 p.m. in the City Hall Council Chambers, at 1338 Rumsey Ave. Anyone is welcome to attend and comment at the public hearing. After the public hearing, the Board will make a recommendation for consideration by the City Council.

Response Letter from Owner of Neighboring Property:
(Responses may be submitted in any written format. The following form is provided for your convenience.)
Dear Planning and Zoning Board Members:
I am familiar with the proposed rezone.

☐ I have NO OBJECTION to the rezone request.
Name ______________________________
Address: ______________________________
Comments: ______________________________
____

☐ I OBJECT to the rezone:
Name: ______________________________
Address: ______________________________
Reason for Objection: ______________________________
____

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

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Response Letter from Owner of Neighboring Property:

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

Dear Planning and Zoning Board Members:

I am familiar with the proposed rezone.

- [x] I have NO OBJECTION to the rezone request.

Name: Michael Zigmant, Trustee

Address: 2501 SE California Ave Topeka, KS 66605

Comments: ______

- [ ] I OBJECT to the rezone:

Name: ______

Address: ______

Reason for Objection: ______

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

Jenny Cramer <jcramer@codywy.gov>

[P&Z Contact] Request for Rezoning along Beck and 14th Streets

1 message

Andrew A Victors <happycpe@att.net> Mon, Jan 26, 2026 at 1:32 PM
To: "pandzcontact@codywy.gov" <pandzcontact@codywy.gov>
Cc: Mark Victors <squaresail88@gmail.com>, Andrew A Victors <happycpe@att.net>

My name is Andrew Victors and I am the Manager for 1227 Cody LLC, at 1227 14th Street in Cody. Regarding the request for rezoning for 1202 14th Street and 1416 thru 1444 Beck Avenue, I have no significant objection to the rezoning request. However I do have two concerns; first, any potential redevelopment of this area consider mimicking the low-density conditions along the North side of Beck with respect to the nature of this block's current use and its landscaping. Essentially the appearance of the South side of Beck between 13th and 14th streets should not be copied as it has a hard edge of commercial buildings against the sidewalk and no landscaping or trees visible. My second concern is that for the owners and residents of the accessory use dwellings at the alley between Beck and Alger, there be some consideration regarding any development that is adjoining, and does not affront the residential nature of this part of the block. Thank you for reaching out and considering my comments; please include any Board agenda materials for this request; I can be reached via email or 908.255.6119.

Notice to Owners of Neighboring Properties:

Please return your comments by January 26, 2026 to:

Date: January 12, 2026

Cody City Planner
P.O. Box 2200
Cody, WY 82414
OR, send an email to: pandzcontact@codywy.gov

RE: **REQUEST FOR REZONING**

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

Subject Property:

Lots 1,2,3,4,5,6,7,8,9,10,11,12 and the N. 65'8" of Lots 15 & 16, of Block 14, Original Townsite, City of Cody, Park County, Wyoming (addressed as 1202 14th St., 1416, 1420, 1426, 1432, 1438 and 1444 Beck Ave.)

Applicant Name(s): Sarah Skiffington, Jan Riley, Thomas Brolin, Mary Moorehouse, Rand Flory and Douglas & Gale Sunderland

Description of Request: The applicants would like to rezone the subject properties (shown in red with black hatching on the map to the right) from Medium-High Density Residential (R-3) to General Business (D-2). To view the zoning and development standards for each zone see Title 10 of the City of Cody Code, available at codywy.gov under Government > Municipal Code.

This request will be considered at a public hearing held by the City of Cody Planning & Zoning Board at their regularly scheduled meeting on Thursday February 5, 2026 at 12:00 p.m. in the City Hall Council Chambers, at 1338 Rumsey Ave. Anyone is welcome to attend and comment at the public hearing. After the public hearing, the Board will make a recommendation for consideration by the City Council.

Response Letter from Owner of Neighboring Property:
(Responses may be submitted in any written format. The following form is provided for your convenience.)
Dear Planning and Zoning Board Members:
I am familiar with the proposed rezone.

☐ I have NO OBJECTION to the rezone request.

Name __________

Address: __________

Comments: __________

☒ I OBJECT to the rezone:

Name: Lynne and Ryan Selk

Address: 1413 Alger Ave. Cody, WY 82414

Reason for Objection: A re-zone to D-1 makes sense to us, given the zoning regulations. Let's review what is allowed in each zone – D-2 vs D-1.

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

Notice to Owners of Neighboring Properties:

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

Date: January 12, 2026

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Response Letter from Owner of Neighboring Property:

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

Dear Planning and Zoning Board Members:

I am familiar with the proposed rezone.

☒ I have NO OBJECTION to the rezone request.

Name Gale + Douglas Sunderland

Address: 18 Manning Rd

Comments: ____________________

☐ I OBJECT to the rezone:

Name: ____________________

Address: ____________________

Reason for Objection: ____________________

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

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Dear Planning and Zoning Board Members:
I am familiar with the proposed rezone.

- [x] I have NO OBJECTION to the rezone request.

Name: Actually I Can LLC - Sarah Skiffington

Address: 1426 Beck Ave.

Comments: Please honor our request to change zoning R3 to D2.

- [ ] I OBJECT to the rezone:

Name: ____________________

Address: ____________________

Reason for Objection: ____________________

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

Notice to Owners of Neighboring Properties: **Please return your comments by January 26, 2026 to:**

Date: January 12, 2026

Cody City Planner
P.O. Box 2200
Cody, WY 82414
OR, send an email to: pandzcontact@codywy.gov

RE: **REQUEST FOR REZONING**

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

Subject Property:

Lots 1,2,3,4,5,6,7,8,9,10,11,12 and the N. 65'8" of Lots 15 & 16, of Block 14, Original Townsite, City of Cody, Park County, Wyoming (addressed as 1202 14th St., 1416, 1420, 1426, 1432, 1438 and 1444 Beck Ave.)

Applicant Name(s): Sarah Skiffington, Jan Riley, Thomas Brolin, Mary Moorehouse, Rand Flory and Douglas & Gale Sunderland

Description of Request: The applicants would like to rezone the subject properties (shown in red with black hatching on the map to the right) from Medium-High Density Residential (R-3) to General Business (D-2). To view the zoning and development standards for each zone see Title 10 of the City of Cody Code, available at codywy.gov under Government > Municipal Code.

This request will be considered at a public hearing held by the City of Cody Planning & Zoning Board at their regularly scheduled meeting on Thursday February 5, 2026 at 12:00 p.m. in the City Hall Council Chambers, at 1338 Rumsey Ave. Anyone is welcome to attend and comment at the public hearing. After the public hearing, the Board will make a recommendation for consideration by the City Council.

Response Letter from Owner of Neighboring Property:
(Responses may be submitted in any written format. The following form is provided for your convenience.)
Dear Planning and Zoning Board Members:
I am familiar with the proposed rezone.

- [x] I have NO OBJECTION to the rezone request.
  Name: Sarah Skiffington
  Address: 1432 Beck Ave.
  Comments: please pass this request!

- [ ] I OBJECT to the rezone:
  Name: ______
  Address: ______
  Reason for Objection: ______

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

Notice to Owners of Neighboring Properties: **Please return your comments by January 26, 2026 to:**

Date: January 12, 2026

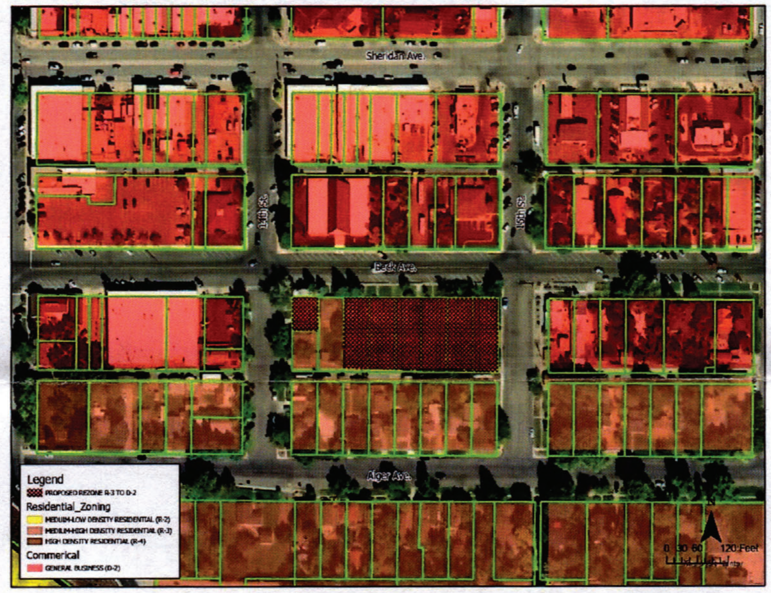
RE: **REQUEST FOR REZONING**

Cody City Planner
P.O. Box 2200
Cody, WY 82414
OR, send an email to: pandzcontact@codywy.gov

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

Subject Property:

Lots 1,2,3,4,5,6,7,8,9,10,11,12 and the N. 65'8" of Lots 15 & 16, of Block 14, Original Townsite, City of Cody, Park County, Wyoming (addressed as 1202 14th St., 1416, 1420, 1426, 1432, 1438 and 1444 Beck Ave.)



Applicant Name(s): Sarah Skiffington, Jan Riley, Thomas Brolin, Mary Moorehouse, Rand Flory and Douglas & Gale Sunderland

Description of Request: The applicants would like to rezone the subject properties (shown in red with black hatching on the map to the right) from Medium-High Density Residential (R-3) to General Business (D-2). To view the zoning and development standards for each zone see Title 10 of the City of Cody Code, available at codywy.gov under Government > Municipal Code.

This request will be considered at a public hearing held by the City of Cody Planning & Zoning Board at their regularly scheduled meeting on Thursday February 5, 2026 at 12:00 p.m. in the City Hall Council Chambers, at 1338 Rumsey Ave. Anyone is welcome to attend and comment at the public hearing. After the public hearing, the Board will make a recommendation for consideration by the City Council.

Response Letter from Owner of Neighboring Property:
(Responses may be submitted in any written format. The following form is provided for your convenience.)
Dear Planning and Zoning Board Members:
I am familiar with the proposed rezone.

☒ I have NO OBJECTION to the rezone request.
Name RAND FLORY
Address: 1444 BECK AVE, CODY, WY 82414
Comments: ______

☐ I OBJECT to the rezone:
Name: ______
Address: ______
Reason for Objection: ______

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

Meeting Date: February 10, 2026
Department: Finance
Staff Reference: Leslie Brumage

AGENDA ITEM SUMMARY REPORT

Amendment to the Clean Water State Revolving Fund Loan Agreement CW169 for the Wastewater Treatment Facility Phase 2

PROPOSED ACTION:

SUMMARY OF INFORMATION:
The City previously entered into a Clean Water State Revolving Fund (CWSRF) loan agreement with the State of Wyoming on May 21, 2018, to finance eligible wastewater infrastructure improvements. The original loan authorized a principal amount of $2,167,600 at a zero percent (0.00%) interest rate with a 20-year repayment term.

Amendment One to the Loan Agreement and an Updated Promissory Note have been prepared to reflect the final project completion, actual funds drawn, and principal forgiveness awarded through the CWSRF program.

Following Council discussion, the Amendment and Updated Promissory Note will be scheduled for formal approval and execution at a regular Council meeting.

Key Terms of the Amendment:

- Establishes a project completion date of May 15, 2025.
- Reduces the loan principal from $2,167,600 to $1,625,697.75 based on actual disbursements and awarded principal forgiveness.
- Confirms principal forgiveness totaling $541,899.25.
- Maintains a zero percent (0.00%) interest rate.
- Updates the amortization schedule with annual payments of approximately $81,285 beginning May 15, 2026, with final maturity on May 15, 2045.

FISCAL IMPACT:
The amendment reduces the City's long-term debt obligation by recognizing principal forgiveness and aligning repayment with the actual loan balance. No new debt is being issued, and the updated repayment schedule reflects previously anticipated debt service within the wastewater fund.

ATTACHMENTS:
1. CW169GR Loan Docs to Sign

AMENDMENT ONE
TO THE
CLEAN WATER STATE REVOLVING FUND
LOAN AGREEMENT BETWEEN THE STATE OF WYOMING,
STATE LOAN AND INVESTMENT BOARD AND
THE CITY OF CODY
CW169GR

1. **Parties.** This Amendment is made and entered into by and between the State of Wyoming, State Loan and Investment Board (Board), whose address is 122 West 25th Street, Cheyenne, WY 82002, and the City of Cody, Park County, Wyoming (the Borrower), whose address is P.O. Box 2200, Cody, WY 82414. The Wyoming Office of State Lands and Investments (OSLI) administers the Loan Agreement on behalf of the Board.

2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Loan Agreement between the Board and the Borrower. The purpose of this Amendment is to: a) establish the Completion Date of the Project; b) amend the total principal amount to reflect the funds actually drawn by the Borrower; c) incorporate an Updated Amortization Schedule to reflect the revised principal; and d) incorporate a new Promissory Note.

The original Loan Agreement, dated May 21, 2018, provided for the award of funds from the U.S. Environmental Protection Agency (EPA), Clean Water Act, CFDA #66.458, through the State Clean Water State Revolving Fund Loan Program administered by OSLI for a total Loan amount of two million one hundred sixty-seven thousand six hundred dollars ($2,167,600.00) with a Loan repayment term of twenty (20) years.

3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto (Effective Date), and shall remain in full force and effect through the term of the Loan Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Loan Agreement, or pursuant to federal or state statute, rule, or regulation.

4. **Amendments.** The original Loan Agreement is hereby amended as follows:

A. **Repayment.** The original principal sum of two million one hundred sixty-seven thousand six hundred dollars ($2,167,600.00) is hereby amended to be one million six hundred twenty-five thousand six hundred ninety-seven dollars and seventy-five cents ($1,625,697.75). The interest thereon remains the same at zero percent (0.00%) per annum, with a Loan Term of twenty (20) years commencing May 15, 2026, ending May 15, 2045. The amended principal sum reflects the sum disbursed to Borrower pursuant to the Loan Agreement, less the awarded principal forgiveness. The Borrower hereby relinquishes any and all claims to the remaining award balance of three dollars and 00/100 ($3.00).

B. **Completion Date.** The Completion Date is hereby established as May 15, 2025. The Borrower shall begin annual payment of principal and interest not later than one (1) year after the Completion Date.

C. **Repayment Schedule.** The Borrower shall repay the Loan in accordance with the Amortization Schedule dated July 16, 2025, which is attached to this Amendment and incorporated into the original Loan Agreement by this reference. The initial payment shall be due May 15, 2026, and shall include the first amortized principal installment of eighty-one thousand two hundred eighty-four dollars and 89/100 ($81,284.89). After the initial payment, annual payments of eighty-one thousand two hundred eighty-four dollars and 89/100 ($81,284.89) shall be due by May 15th of each year until eighteen (18) additional payments have been made, with a twentieth (20th) and final payment of eighty-one thousand two hundred eighty-four dollars and 84/100 ($81,284.84) being due and payable on May 15, 2045.

D. **Principal Forgiveness.** The Borrower has satisfied the requirements for principal forgiveness and the amount of outstanding principal on the Loan is hereby reduced by the amount of five hundred forty-one thousand eight hundred ninety-nine dollars and 25/100 ($541,899.25). The remaining principal amount outstanding is set forth above in Section 4(A), of this Amendment.

E. As of the Effective Date of this Amendment, the Amortization Schedule, which was attached to the original Loan Agreement, is superseded and replaced by the Amortization Schedule dated July 16, 2025, which is attached to this Amendment and incorporated into the original Loan Agreement by this reference. All references to the "Amortization Schedule" in the original Loan Agreement, and in any amendments thereto, are hereby amended to read: "Amortization Schedule dated July 16, 2025".

D. As of July 16, 2025, all prior Promissory Notes are superseded and replaced by the Updated Promissory Note effective July 16, 2025, which is attached to this Amendment and incorporated into the original Loan Agreement by this reference. All references to a Promissory Note in the original Loan Agreement, and in any amendments thereto, are amended to refer to the Updated Promissory Note effective July 16, 2025.

5. **Special Provisions.**

A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Loan Agreement, and any previous amendments, between the Board and the Borrower, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

B. **Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the Borrower of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to OSLI.

6. **General Provisions.**

A. **Entirety of Agreement.** The Original Loan Agreement, including its Exhibit A, collectively consisting of nine (9) pages; the Assignment and Pledge of Revenues dated May 1, 2018, consisting of one (1) page; the Promissory Note dated May 1, 2018, consisting of two (2) pages; the Amortization Schedule, commencing April 1, 2019, consisting of one (1) page; this Amendment One, consisting of four (4) pages, the Amortization Schedule dated July 16, 2025, consisting of one (1) page; and the Updated Promissory Note, consisting of one (1) page, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

IN TESTIMONY WHEREOF, I, Mark Gordon, President of the Wyoming State Loan and Investment Board, have executed these presents and caused the official seal of the Wyoming State Loan and Investment Board of the State of Wyoming to be affixed hereto at the City of Cheyenne, State of Wyoming, this ___________ day of ____________________, 2025.

WYOMING STATE LOAN AND INVESTMENT BOARD

BY: ____
Mark Gordon, Governor

ATTEST:

____
Stacia Berry, Director
Wyoming Office of State Lands and Investments

City of Cody

BY: ____
Lee Ann Reiter, Mayor

ATTEST:

____
Cindy Baker, City Clerk

Attorney General's Office Approval as to Form:

#251278 10-28-2025
Tyler M. Renner, Supervising Attorney General Date

STATE OF WYOMING
CLEAN WATER STATE REVOLVING FUND
LOAN #CW169GR
UPDATED PROMISSORY NOTE

This Promissory Note is made and entered into effective as of July 16, 2025, by and between the City of Cody (Borrower), whose address is: P.O. Box 2200, Cody, WY 82414, and Wyoming State Loan and Investment Board (Board), whose address is 122 West 25th Street, Cheyenne, WY 82002.

WHEREAS, the Borrower executed a Loan Agreement dated May 21, 2018, in the original principal amount of $2,167,600.00 (the Loan Agreement), payable to the order of the Board; and

WHEREAS, the parties now desire to execute this Promissory Note, concurrently with Amendment One to the Loan Agreement, to reflect the funds actually drawn by Borrower; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties agree that the Original Promissory Note shall be amended as follows:

AMENDMENTS TO ORIGINAL PROMISSORY NOTE:
The Original Promissory Note is hereby amended as follows:

- **Principal Amount:** The principal amount shall be $1,625,697.75
- **Interest Rate:** The interest rate shall be zero percent (0.00%)
- **Maturity Date:** The maturity date shall be May 15, 2045.
- **Payment Terms:** Borrower shall make payments as set forth in the Updated Amortization Schedule effective July 16, 2025, incorporated herein.

Except as expressly amended herein, all terms and conditions of the Original Promissory Note and the Loan Agreement, as amended, remain in full force and effect.

BORROWER:
City of Cody

______________________________ ______________
Lee Ann Reiter, Mayor Date

ATTEST:

______________________________ ______________
Cindy Baker, City Clerk Date

Wyoming The Office of State Lands and Investments

City of Cody - CW169GR

Loan Amortization Report

Date: 07/16/25
Time: 10:47:56 AM

Interest Rates			
Start Date	End Date	Interest Rate	Fee Rate
04/01/2019	04/01/2038	0.000000	0.000000

Num	Date	Principal	Rate	Interest	Fees	Total	Disbursements	Current Balance	Contracted Bal
0	/ /	$0.00	0.000000	$0.00	$0.00	$0.00		$1,625,697.75	$1,625,697.75
1	05/15/2026	$81,284.89	0.000000	$0.00	$0.00	$81,284.89		$1,544,412.86	$1,544,412.86
2	05/15/2027	$81,284.89	0.000000	$0.00	$0.00	$81,284.89		$1,463,127.97	$1,463,127.97
3	05/15/2028	$81,284.89	0.000000	$0.00	$0.00	$81,284.89		$1,381,843.08	$1,381,843.08
4	05/15/2029	$81,284.89	0.000000	$0.00	$0.00	$81,284.89		$1,300,558.19	$1,300,558.19
5	05/15/2030	$81,284.89	0.000000	$0.00	$0.00	$81,284.89		$1,219,273.30	$1,219,273.30
6	05/15/2031	$81,284.89	0.000000	$0.00	$0.00	$81,284.89		$1,137,988.41	$1,137,988.41
7	05/15/2032	$81,284.89	0.000000	$0.00	$0.00	$81,284.89		$1,056,703.52	$1,056,703.52
8	05/15/2033	$81,284.89	0.000000	$0.00	$0.00	$81,284.89		$975,418.63	$975,418.63
9	05/15/2034	$81,284.89	0.000000	$0.00	$0.00	$81,284.89		$894,133.74	$894,133.74
10	05/15/2035	$81,284.89	0.000000	$0.00	$0.00	$81,284.89		$812,848.85	$812,848.85
11	05/15/2036	$81,284.89	0.000000	$0.00	$0.00	$81,284.89		$731,563.96	$731,563.96
12	05/15/2037	$81,284.89	0.000000	$0.00	$0.00	$81,284.89		$650,279.07	$650,279.07
13	05/15/2038	$81,284.89	0.000000	$0.00	$0.00	$81,284.89		$568,994.18	$568,994.18
14	05/15/2039	$81,284.89	0.000000	$0.00	$0.00	$81,284.89		$487,709.29	$487,709.29
15	05/15/2040	$81,284.89	0.000000	$0.00	$0.00	$81,284.89		$406,424.40	$406,424.40
16	05/15/2041	$81,284.89	0.000000	$0.00	$0.00	$81,284.89		$325,139.51	$325,139.51
17	05/15/2042	$81,284.89	0.000000	$0.00	$0.00	$81,284.89		$243,854.62	$243,854.62
18	05/15/2043	$81,284.89	0.000000	$0.00	$0.00	$81,284.89		$162,569.73	$162,569.73
19	05/15/2044	$81,284.89	0.000000	$0.00	$0.00	$81,284.89		$81,284.84	$81,284.84
20	05/15/2045	$81,284.84	0.000000	$0.00	$0.00	$81,284.84		$0.00	$0.00
Totals:		**$1,625,697.75**		**$0.00**	**$0.00**	**$1,625,697.75**	**$0.00**		

Meeting Date: February 10, 2026
Department: Public Works
Staff Reference: Phillip Bowman

AGENDA ITEM SUMMARY REPORT

State Revolving Fund DW294 Loan Agreement for the Lead Service Line Investigation Project

PROPOSED ACTION:
Informational only — Discussion of the State Revolving Fund DW294 Loan Agreement for the Lead Service Line Investigation Project

SUMMARY OF INFORMATION:
The City of Cody is continuing efforts to meet the Lead and Copper Rule Improved (LCRI) requirements defined by the Environmental Protection Agency (EPA) and Wyoming Department of Environmental Quality (DEQ). The City completed a Lead Service Line (LSL) Initial Inventory in October 2024 which identified approximately two thousand seven hundred (2,700) treated water service lines as "unknown" material. The City is now required by the LCRI rules to further investigate the unknown water service lines to identify the material used through physical inspection prior to October 2027 and submit the LSL Final Inventory at that time. Based on inspections completed to date, eleven (11) lead service lines have been identified within the City.

To support Wyoming public water system efforts in meeting the LCRI requirements, the State Loan and Investment Board (SLIB) has established LSL State Revolving Fund (SRF) loan funding for investigation and repair of lead service lines. City Staff proposed applying for a $1 million LSL SRF Loan at the City Council Work Session on June 24, 2025, with the loan funding to be used for (1) the purchase of a new vacuum excavation truck (estimated cost of $750,000 to $850,000) and (2) the reimbursement of City Staff time utilized to perform the unknown water service line investigations (remaining amount up to $250,000). The City Council was supportive of applying for SRF Loan funding, and Resolution 2025-11 authorizing the LSL SRF Loan Application was approved at the City Council Regular Meeting on July 15, 2025. Shortly after, the LSL SRF Loan Application package was completed by City Staff and submitted in August 2025.

The City's LSL SRF Loan application for $1.0 million was approved by SLIB at their December 4, 2025, meeting and the loan documents have been provided for approval and signature. The attached SRF DW294 Loan Agreement outlines the terms of the loan package with repayment over 10 years at 0.00% interest, and the loan is eligible for 25% principal forgiveness ($250,000) upon completion of the project prior to entering repayment. Furthermore, the standard origination fee (0.5%) for this Loan Agreement has been waived.

Subject to discussion with the City Council and direction received, City Staff proposes to present the SRF DW294 Loan Agreement for approval at the City Council Regular Meeting on February 17, 2026.

FISCAL IMPACT:
If approved, this SRF Loan repayment will be serviced through the Water Enterprise Fund and the Wastewater Enterprise Fund. The exact proportion of the cost share is yet to be determined, but it is acknowledged that the purchase of a new vacuum truck will benefit both water and wastewater operations. The Lead Service Line Investigation Project (and purchase of the vacuum truck) will be completed in late calendar year 2027, and it is likely that the SRF Loan will enter repayment in calendar year 2028.

ATTACHMENTS:
1. Drinking Water State Revolving Fund DW294 Loan Agreement

WYOMING OFFICE OF STATE LANDS AND INVESTMENTS

122 West 25th Street
Cheyenne, WY 82002
Phone: 307-777-7331
Fax: 307-777-3524
slfmail@wyo.gov

MARK GORDON
Governor

STACIA BERRY
Director

January 12, 2026
City of Cody
Lee Ann Reiter
PO Box 2200
Cody, WY 82414

RE: DW294, Service Line Examination Vacuum Excavator Truck

Dear Lee Ann Reiter,

The Loan Agreement, corresponding amortization schedule, and a Loan Document Checklist for the above referenced loan are attached for your review and signatures. The Loan Document Checklist highlights important areas within the agreement to be very conscious of, not only at the time of executing the Loan Agreement but also throughout the life of the loan. Please print and execute the Loan Agreement and Loan Document Checklist by securing the appropriate signatures, and return **the originals** to:

Office of State Lands and Investments
C/O Nicole Woodworth
Herschler Building, 1W
122 W. 25th Street
Cheyenne, Wyoming 82002-0600

In accordance with Wyoming Statutes and the State Loan and Investment Board's Rules and Regulations, a loan origination fee equal to one-half percent (0.5%) of the amount of the loan must be collected at loan closing. **The amount due for the above reference loan is** $0.00. **A check made out to the Office of State Lands and Investments for this amount must be returned along with the signed loan documents as referred above. If a check is not sent with the signed loan documents finalization of the loan will be delayed.**

If you have any questions or concerns, please contact me at *(307) 777-6046.

Sincerely,

Nicole Woodworth
Community Loan Officer

Enclosures: Loan Agreement (sign)
Promissory Note (sign and date)
DWSRF Federal Requirements Checklist (sign and date)
Amortization Schedule
Loan Document Checklist (sign and date)

DRINKING WATER STATE REVOLVING FUND
LOAN AGREEMENT
BETWEEN THE WYOMING STATE LOAN AND INVESTMENT BOARD
AND CITY OF CODY
DW294

1. **Parties.** The parties to this Loan Agreement (Agreement) are the Wyoming State Loan and Investment Board (Board), whose address is 122 West 25th Street W103, Cheyenne, WY 82002 and the City of Cody, Park County, Wyoming (Borrower), whose address is 1338 Rumsey Ave, Cody, WY 82414. The Wyoming Office of State Lands and Investments (OSLI) shall administer this Agreement on behalf of the Board.

2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions governing a Drinking Water State Revolving Fund Loan (Loan) awarded by the Board in the amount of one million dollars and 00/100 ($1,000,000.00) for the Service Line Examination Vacuum Excavator Truck (Project). The Borrower acknowledges and understands that Loan funds are provided by the U.S. Environmental Protection Agency (EPA), Safe Drinking Water Act, CFDA #66.468, through the Wyoming Drinking Water State Revolving Fund Loan Program, administered by the OSLI and the Board.

3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The repayment term of the Loan is ten (10) years, beginning on the earlier of the date of substantial completion or the commencement of operations, or, in the case of early repayment, until the Loan has been repaid in full. This Agreement shall remain in effect until the Loan has been repaid in full.

4. **Disbursement.**

   A. The Borrower shall submit all requests for disbursement on a form provided by OSLI.

   B. OSLI shall disburse funds only for Project costs that have been incurred. All disbursement requests shall be subject to review by OSLI, Wyoming Water Development Office (WWDO), and the Wyoming Department of Environmental Quality (DEQ). Upon review and approval of a disbursement request, OSLI shall disburse Loan funds.

   C. The Borrower shall make payment for loan draft request invoices within ten (10) business days of receipt of reimbursement from OSLI. If the Borrower is unable to comply for any reason, the Borrower shall notify OSLI immediately.

   D. The Borrower shall draw all funds on this Loan by December 7, 2030. In the event the Borrower is unable to draw all the funds by this date, the Borrower may request an extension from OSLI, provided such request is received at least ninety (90) days prior to this date. In the event the Borrower fails to draw all of its eligible Loan funds by December 7, 2030, or to secure an extension from OSLI, all remaining funds shall revert back to the State Drinking Water State Revolving Fund, and Loan funds shall no longer be available to the Borrower.

E. The Borrower shall promptly reimburse the OSLI for any portion of the Loan which is disbursed, but subsequently determined by OSLI to be a cost of the drinking water system which is not eligible for funding from the State Drinking Water State Revolving Fund. The Borrower shall promptly refund the disbursement to the OSLI upon written request.

5. <u>Security, Repayment, and Principal Forgiveness</u>.

A. **Security.** The Borrower hereby pledges and assigns to the Board all revenues generated from water enterprise funds. This pledge and assignment by the Borrower shall not be subordinate to any other pledge or assignment of such revenues. This assignment and security shall be in effect until the full amount of the Loan has been repaid in full.

B. **Repayment.** The Borrower shall repay to the Board principal in the amount of one million dollars and 00/100 ($1,000,000.00) or, if a lesser sum is actually borrowed, such lesser sum, together with interest thereon at the rate of zero percent (0.0%) per annum for the term of the Loan.

(i) The Borrower shall begin annual repayment of principal and interest not later than one (1) year after the earlier of substantial completion or initiation of operation of the Project.

(ii) The Borrower shall repay the Loan in accordance with Attachment B, Amortization Schedule, which is attached to this Agreement and hereby incorporated by reference. The Borrower shall also sign a Promissory Note attached as Attachment C and incorporated herein by this reference. The amount of the first payment due shall include accrued interest on disbursements. In the event the Borrower does not borrow the full amount of principal authorized under this Agreement, the Parties shall amend this Agreement to incorporate a revised amortization schedule reflecting the principal sum actually borrowed.

C. **Prepayment.** The Borrower may make payments in excess of the amount due under the Amortization Schedule (Prepayments) at any time. Prepayments shall be credited first to interest due and any balance shall then be applied to the principal. Prepayments shall not reduce the amount of the next annual payment due; rather, Prepayments shall have the effect of reducing the term of the Loan.

D. **Principal Forgiveness.** Upon completion of the Project and prior to repayment of the Loan, this Loan shall be granted principal forgiveness of up to twenty-five (25%) of the drawn Loan funds, not to exceed two hundred fifty thousand dollars and 00/100 ($250,000.00), if the Borrower is eligible for principal forgiveness pursuant to this Subsection.

(i) The Borrower shall be eligible for principal forgiveness only if the Borrower:

(a) Completes its first Loan draw within eighteen (18) months of the Effective Date of this Agreement;

(b) Makes Loan draws at least quarterly from the first draw until the Project is complete;

(c) Complies fully with all terms and conditions in this Agreement; and

(d) Pays all accrued interest in full at the time of the principal forgiveness.

(ii) If the Borrower fails to comply with any of the conditions in Paragraph (i) of this Subsection, the Borrower shall not be eligible for any principal forgiveness.

6. **Responsibilities of the Borrower.**

A. **Origination Fee.** The Borrower shall pay a loan origination fee of one-half of one percent (0.5%) of the amount of the Loan upon the execution of this Agreement.

B. **Cost Certification.** The Borrower hereby certifies that the cost of the Project, as listed in the Application for Financial Assistance, is a reasonable and accurate estimation.

(i) Upon the request of OSLI, the Borrower shall supply a certificate from its engineer stating that such is a reasonable and accurate estimation, taking into account investment income to be realized during the course of the Project and other money that would, absent the Loan, have been used to pay the cost of the Project.

(ii) The Borrower shall ensure that funding is sufficient to complete the Project and, if necessary, shall provide from its own fiscal resources any additional funds required to complete the Project.

C. **Project Site.** As a condition of the Loan, the Borrower hereby warrants that the Borrower has, or will have prior to advertising bids for construction, a fee simple or such other estate or interest in the site of the Project. The Borrower further agrees to ensure that such site is satisfactory to OSLI, including necessary easements and rights-of-way sufficient to assure undisturbed use and possession for the purpose of construction and operation of the Project for the estimated life of the Project.

(i) The Borrower shall comply with all requirements and mitigation efforts as described in the environmental assessment documents.

(ii) The Borrower shall comply with all applicable local government regulations prior to construction.

D. Commencement of Construction. Within twelve (12) months of the Effective Date, unless WWDO, DEQ, and OSLI approve an alternative schedule pursuant to Paragraph (iii) of this Subsection, the Borrower shall expeditiously commence construction on the Project.

(i) The Borrower shall not advertise the Project for bids until WWDO and DEQ have approved the plans and specifications, including but not limited to, the engineer's cost estimate with bid extensions and detailed cost estimates for major components for the Project.

(ii) The Borrower, subsequent to bid opening and prior to commencing construction, shall submit to WWDO and DEQ a construction schedule with key construction dates. The Borrower shall not implement changes that delay the Project schedule without the written approval of OSLI, WWDO, and DEQ.

(iii) In the event the Borrower determines that it cannot reasonably commence construction within twelve (12) months of the Effective Date, it shall present a request for an extension and an updated Project schedule to OSLI, WWDO, and DEQ as soon as practicable. OSLI may approve the extension and updated Project schedule if it determines that the changes are in the best interests of the State and the Project. The Borrower shall not implement the updated schedule without the written approval of OSLI, WWDO, and DEQ.

(iv) In the event an extension is not approved pursuant to Paragraph (ii) of this Subsection and construction has not commenced within twelve (12) months of the Effective Date, the Loan shall be closed. OSLI shall provide written notice of the closing of the Loan to the Borrower. The Borrower shall begin repayment of any drawn funds within one (1) year of receipt of OSLI's notice.

E. Construction. The Borrower shall exercise all reasonable diligence and care to ensure the completion of the Project in accordance with the Project schedule and specifications.

(i) In the event the Borrower determines that changes to the Project schedule are necessary, the Borrower shall notify OSLI, WWDO, and DEQ immediately and propose an alternative schedule. OSLI may approve the alternative schedule if it determines that the changes are in the best interests of the State and the Project. The Borrower shall not implement changes to the Project schedule without the written approval of OSLI, WWDO, and DEQ.

(ii) In the event the Borrower determines that changes to the Project specifications are necessary, the Borrower shall notify OSLI, WWDO, and DEQ immediately and propose such changes to the specifications. OSLI may approve the changes if it determines that the changes are in the best interests of the State and the Project. The Borrower shall not implement changes to the Project schematics without the written approval of OSLI, WWDO, and DEQ.

(iii) The Borrower understands and agrees:

(a) That neither OSLI nor the Board are responsible for compliance with Project construction schedules or completion dates;

(b) That the Borrower shall be solely responsible for its compliance with all applicable local regulations and state statutes, including but not limited to, state statutes regarding procurement, accounting, and contractor retainage accounts;

(c) That the Borrower shall inform the OSLI, WWDO, and DEQ of any changes, irregularities, or problems, including but not limited to: change orders, contract interpretation issues, withholding liens, and scheduling alterations; and

(d) That the Borrower shall permit OSLI, WWDO, and DEQ, or any party designated by OSLI, WWDO, or DEQ to examine, visit, and inspect, at any and all reasonable times, all property and work sites constituting the Project, and to inspect and make copies of any accounts, books, and records, including without limitation: records regarding receipts, disbursements, contracts, investments, and any other matters relating thereto and to its financial standing. The Borrower shall supply such reports and information as the OSLI, WWDO, and DEQ may reasonably require in connection with the Project.

(iv) The Borrower shall notify OSLI, WWDO, and DEQ in writing within thirty (30) days of the earlier of substantial completion or initiation of operations.

(v) Prior to commencing operations, the Borrower shall provide to OSLI a certification from the engineer stating that the Project was constructed as shown in the plans submitted or a justification by the engineer or operating entity of any changes that were made without prior OSLI, WWDO, or DEQ approval.

F. **Operation and Maintenance of Drinking Water System**. The Borrower shall, in accordance with prudent drinking water system practice:

(i) At all times operate the properties of its drinking water system and any business in connection therewith in an efficient manner;

(ii) Maintain its drinking water system in good repair, working order, and operating condition;

(iii) From time to time make all necessary and proper repairs, renewals, replacements, additions, betterment and improvements with respect to its drinking water system so that at all times the business carried on in connection therewith shall be properly and advantageously conducted. Nothing in this Subsection shall require the Borrower to expend any funds which are derived from sources other than the operation of its drinking water system or to prevent the Borrower from doing so; and

(iv) Cooperate with OSLI and the WWDO in its observance and performance of its duties and obligations under this Agreement.

G. **User Charges.** The Borrower shall establish a system of rents, rates, and other charges (User Charges) for products and services provided by its drinking water system.

(i) User Charges shall be at least sufficient to:

(a) Meet the operation and maintenance expenses of its drinking water system, including any reserve or replacement fund established by the Borrower for the sound fiscal management and/or for maintenance of the drinking water system;

(b) Comply with any and all covenants pertaining thereto contained in, and all other provisions of, any bond resolution, trust indenture, or other security agreement, if any, relating to any bonds, notes, or other evidences of indebtedness issued by the Borrower or any other contractual obligations incurred by the Borrower;

(c) Pay the debt service requirements on all other bonds, notes, or other subordinated evidences of indebtedness, whether now outstanding or incurred in the future, issued to finance improvements to the drinking water system, and to make any other payments required by law which are payable from funds pledged to the payment of the Loan,

(d) Generate funds sufficient to fulfill the terms of all other contracts and agreements made by the Borrower, including, without limitation, this Agreement; and

(e) Pay all other amounts payable from or constituting a lien or charge on the funds pledged to the payment of the Loan.

(ii) User Charges shall ensure each recipient of services from the drinking water system will pay such recipient's proportionate share of the cost of operation and maintenance, including replacement of the drinking water system.

(iii) Upon the execution of this Agreement, the Borrower shall immediately modify its User Charges as necessary to comply with this Subsection and shall maintain such system of user charges for the duration of this Agreement.

H. **Disposition of Drinking Water System.** The Borrower shall not sell, lease, abandon, or otherwise dispose of all or any substantial portion of its drinking water system or any other system which provides revenues for upkeep and maintenance of the drinking water system unless:

(i) The Borrower assigns this Agreement and its rights and interests hereunder in accordance with Subsection 7.B. of this Agreement to a purchaser or lessee; and

(ii) The Board, in its sole discretion, by appropriate action determines that such sale, lease, abandonment, or other disposition will not adversely affect:

(a) The ability of the Borrower or its assignees to meet its duties, covenants, obligations, and agreements under this Agreement; or

(b) Any other agreement entered into by the Board, or any condition of any grant received by the Board from the United States of America which is related to any capitalization grant received by the Board under the Safe Drinking Water Act.

I. **Floodplain Management.** The Borrower shall comply with the floodplain management standards of the National Flood Insurance Program.

J. **Records and Accounting.** The Borrower shall keep accurate records and accounts for its drinking water system (System Records) separate and distinct from its other records and accounts (General Records). Such System Records shall be maintained in accordance with generally accepted government accounting standards and, at a minimum, the Borrower shall have annual financial statements prepared by an independent party. OSLI may require system records to be audited annually by an independent accountant, in which case the audit may be part of the annual audit of the General Records of the Borrower. Such System Records and General Records shall be made available for inspection by OSLI, WWDO, and DEQ at any reasonable time, and a copy of the financial statements or the independent annual audit, including all written comments and recommendations of such accountant, shall be furnished to OSLI within one hundred fifty (150) days after the close of the state fiscal year.

K. **Compliance with Federal Requirements.** The Borrower shall comply with all federal requirements applicable to the Project. The applicable federal requirements are in Attachment A, DWSRF Loans with Federal Equivalency Funds List, which is attached to and incorporated into this Agreement by this reference.

7. **Special Provisions.**

A. **Archaeological Artifacts.** In the event that archaeological artifacts or historical resources are unearthed during construction excavation, the Borrower shall stop, or cause to be stopped, construction activities and will notify the superintendent of the State Historic Preservation Office, WWDO, and DEQ of such unearthing and follow all applicable state and federal laws and regulations governing such occurrences. The Borrower may hire a qualified archaeologist to monitor construction activities.

B. **Assignment by the Borrower.** The Borrower shall not assign this Agreement unless all conditions enumerated in this Subsection are satisfied. No assignment under this Subsection shall relieve the Borrower from primary liability for any of its obligations under this Agreement. In the event of an assignment, the Borrower shall continue to remain liable for the performance and observance of its obligations to be performed and observed under this Agreement. The Borrower shall not assign all or any part of this Agreement unless:

(i) The Board has approved the proposed assignment in writing;

(ii) The assignment provides expressly that the assignee assumes the full and faithful observance and performance of all duties, covenants, agreements, and obligations subject to the proposed assignment;

(iii) The assignment will not result in or increase the risk of default in the performance or observance of any duties, covenants, agreements, or obligations of the Borrower under this Agreement; and

(iv) OSLI has received an opinion of counsel to the effect that such assignment will not violate the provisions of any agreement entered into by the Board with, or condition of any grant received by the Board from, the United States of America which is related to any capitalization grant received by the Board under the Safe Drinking Water Act.

C. **Assumption of Risk.** The Borrower shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Borrower's failure or the failure of any of its agents, contractors, or subcontractors to comply with state or federal requirements. OSLI shall notify the Borrower of any state or federal determination of noncompliance.

D. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the Board, OSLI, the Borrower, and their respective successors and assigns.

E. **Default.** In the event that OSLI does not receive the required annual payment of principal and interest by the specified due date of each year, the Borrower shall be in Default.

(i) Upon Default, the Board may declare the whole of the unpaid balance of the Loan due and payable on demand.

(ii) Upon Default, the Board may proceed against the revenues assigned and pledged by the Borrower.

(iii) The Borrower hereby accepts the conditions of this Agreement and expressly waives presentment for payment and any claims presented pursuant to Wyo. Stat. § 15-1-125, protest and notice of protest for nonpayment hereof, and all defenses on the grounds of any extension of time of payment that may be given by the Board.

(iv) In the event the Board must bring suit to enforce payment under this Agreement for any installment, interest, or part thereof, the Borrower agrees to pay, in addition to the costs and disbursements provided and allowed by law, reasonable attorneys' fees and costs.

F. **Environmental Policy Acts.** The Borrower agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules, or regulations.

G. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:

(i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;

(ii) Procures a commercial sex act during the period of time that the award is in effect; or

(iii) Uses forced labor in the performance of the award or subawards under the award.

H. **Kickbacks.** Borrower certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Borrower breaches or violates this warranty, OSLI may, at its discretion, terminate this Agreement without liability to OSLI, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee. The Borrower shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the Borrower is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public works to give up any part of the compensation to which he or she is otherwise entitled. The Borrower shall also comply with Wyo. Stat. § 6-5-406, which provides that the Borrower is prohibited from knowingly providing or soliciting compensation for the purpose of obtaining favorable treatment in contracting.

I. **Limitations on Lobbying Activities.** By signing this Agreement, the Borrower certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the Borrower, its contractor or any subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

J. **Nondiscrimination.** The Borrower shall require all contractors and subcontractors to comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

8. **<u>General Provisions</u>.**

A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.

B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

C. **Agreement Shall Not be Used as Collateral.** The Borrower shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of OSLI.

D. **Availability of Funds.** Each payment obligation of OSLI is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by OSLI at the end of the period for which the funds are available. OSLI shall notify the Borrower at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the State, the Board, or OSLI in the event this provision is exercised, nor shall those entities be obligated or liable for any future payments due or for any damages as a result of termination under this section.

E. **Compliance with Laws.** The Borrower shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.

F. **Entirety of Agreement.** This Agreement, consisting of fourteen (14) pages; Attachment A, DWSRF Loans with Federal Equivalency Funds List, consisting of three (3) pages; Attachment B, Amortization Schedule, consisting of one (1) page; Attachment C, Promissory Note, consisting of three (3) pages, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.

G. **Ethics.** The Borrower shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*).

H. **Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein.

I. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

J. **Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

K. **Independent Contractor.** The Borrower shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Borrower shall be free from control or direction over the details of the performance of services under this Agreement. The Borrower shall assume sole responsibility for any debts or liabilities that may be incurred by the Borrower in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Borrower or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming, the Board, or OSLI, or to incur any obligation of any kind on behalf of these entities. The Borrower agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Borrower or the Borrower's agents or employees as a result of this Agreement

L. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.

M. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

N. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming, the Board, and OSLI expressly reserve sovereign immunity by entering into this Agreement and the Borrower expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

O. **Termination of Agreement.** This Agreement may be terminated, without cause, by the OSLI upon thirty (30) days written notice. This Agreement may be terminated by the OSLI immediately for cause if the Borrower fails to perform in accordance with the terms of this Agreement.

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

Q. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.

R. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.

S. **Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

T. **Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Borrower of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to OSLI.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

IN TESTIMONY WHEREOF, I, Mark, President of the Wyoming State Loan and Investment Board, have executed these presents and caused the official seal of the Wyoming State Loan and Investment Board of the State of Wyoming to be affixed hereto at the City of Cheyenne, State of Wyoming, this ____________ day of ________________________, 20____.

WYOMING STATE LOAN AND INVESTMENT BOARD

BY:_________________________________
Governor Mark Gordon

ATTEST:

____
Stacia Berry, Director
Wyoming Office of State Lands and Investments

City of Cody

BY:_________________________________
Lee Ann Reiter, Mayor

ATTEST:

____
Cynthia Baker, Administrative Services Director

Attorney General's Office Approval as to Form:

#252745
Tyler M. Renner, Supervising Attorney General

01-08-2026
Date

ATTACHMENT A
TO DRINKING WATER STATE REVOLVING FUND
LOAN AGREEMENT
BETWEEN THE WYOMING STATE LOAN AND INVESTMENT BOARD
AND CITY OF CODY
DW294

Requirements for Applicants for <u>DWSRF Loans with Federal Equivalency Funds</u>

On behalf of the City of Cody, I hereby certify this local governmental entity will comply with the applicable statutory requirements of the federal laws cited below as a condition of award of a loan from the Wyoming State Revolving Loan Fund (SRF) Program.

This certification is executed on the _______day of _____________, 20_____.

_________________________ _________________________
Signature Printed Name and Title

1. Archeological and Historic Preservation Act, 16 U.S.C. 469, *et seq.*
2. Clean Air Act Conformity, 42 U.S.C. 7401, *et seq.*
3. Coastal Barrier Resources Act, 16 U.S.C. 3501, *et seq.*
4. Coastal Zone Management Act, 16 U.S.C. 1451, *et seq.*
5. Endangered Species Act, 16 U.S.C. 1531, *et seq.*
6. Floodplain Management Executive Order No. 11988 (1977), as amended by Executive Order No. 12148 (1979)
7. Wetlands Protection Executive Order No. 11990 (1997), as amended by Executive Order No. 12608 (1997)
8. Magnuson-Stevens Fishery Conservation Management Act, 16 U.S.C. 1801, *et seq.*
9. National Historic Preservation Act, 54 U.S.C. 300101, *et seq.*
10. Farmland Protection Policy Act, 7 U.S.C. 4201, *et seq.*
11. Sole Source Aquifer, Section 1424(e) of Safe Drinking Water Act, 42 U.S.C. 300h-3e
12. Wild and Scenic Rivers Act, 16 U.S.C. 1271, *et seq.*
13. The Age Discrimination Act of 1975, 42 U.S.C. 6102, *et seq.*
14. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1251, *et seq.*
15. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794
16. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, *et seq.*
17. Participation by Disadvantaged Business Enterprises in United States Environmental Protection Agency Programs, 40 CFR Part 33

18. Administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants, or loans, Executive Order no. 11738 (1973)

    -Section 306 of the Clean Air Act, 42 U.S.C. 7606, *et seq.*

    -Section 508 of the Clean Water Act, 33 U.S.C. 1368, *et seq.*

19. Build America, Buy America Act, Pub. L. 117-58, Sections 70901-70927
20. Federal Funding Accountability and Transparency Act, Public Law 109-282
21. Prohibition on Certain Telecom and Video Surveillance Services/Equipment. 2 CFR 200.216
22. Suspension and Debarment, Executive Order 12549(1986), 2 CFR Part 180, and 2 CFR Part 1532
23. Uniform Relocation and Real Property Acquisition Policies Act, 42 U.S.C. 4601, *et seq.*, 40 CFR Part 4, & 49 CFR Part 24
24. Water Supply Cost Savings Self-Certification, 42 U.S.C. 300j-3d(b)
25. Davis-Bacon Wages, 33 U.S.C. 1382(b)(6) and 42 U.S.C. 300j-12(a)(5)
26. Generally Accepted Accounting Principles, 33 U.S.C. 1382(b)(9) and 42 U.S.C. 300j-12(g)(3)
27. Signage- Enhancing Public Awareness of SRF Assistance Agreements (2015 EPA Memorandum)
28. Single Audit, 2 CFR part 200, Subpart F, SRF Borrowers Single Audit Responsibilities can be found on the next page:

Single Audit Requirements Under the Clean Water and Drinking Water State Revolving Fund Programs

SRF Sub-Recipient Responsibilities

SRF recipients identified as having received federal assistance are responsible for:

- Maintaining an annual (fiscal year) accounting system and identifying all expenditures of federal financial assistance (2 CFR § 200.302).
- Conducting a SAA audit in those fiscal years when expenditures of total federal financial assistance equal or exceed $1,000,000 (2 CFR § 200.501). It is the sub-recipient's responsibility for determining if the $1,000,000 threshold is reached and if a SAA audit is required. The sub-recipient must notify the SRF Program that they have reached the threshold.
- Notifying the state SRF program when a SAA audit has been conducted.
- Notifying and providing the state SRF program with a copy of the SAA audit within thirty (30) days of completion of the audit if the sub-recipient expends $1,000,000 or more in SRF federal financial assistance in a fiscal year.
- Submitting its SAA audit to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine (9) months of the end of the audit period (2 CFR § 200.512).
- Notifying the state SRF program that the SAA audit has been submitted to the Federal Audit Clearinghouse and providing a copy to the state SRF program upon request.
- Initiating corrective actions for audit reports with findings and recommendations that impact the SRF financial assistance. Management decisions for corrective actions shall be made by the state SRF program within six (6) months of the receipt of the audit report (2 CFR § 200.521(d)).
- Notifying state SRF program when corrective actions are complete.

The Borrower shall retain any necessary compliance documentation related to the federal requirements identified above for three (3) years after Project completion and make such documentation available to the OSLI, WWDO, and the DEQ upon request.

Wyoming The Office of State Lands and Investments

City of Cody - DW294

Loan Amortization Report

Date: 12/04/25
Time: 02:17:33 PM

				Interest Rates					
				Start Date	End Date	Interest Rate	Fee Rate		
Num	Date	Principal	Rate	Interest	Fees	Total	Disbursements	Current Balance	Contracted Bal
0	/ /	$0.00	0.000000	$0.00	$0.00	$0.00		$0.00	$1,000,000.00
1	12/04/2026	$100,000.00	0.000000	$0.00	$0.00	$100,000.00		-$100,000.00	$900,000.00
2	12/04/2027	$100,000.00	0.000000	$0.00	$0.00	$100,000.00		-$200,000.00	$800,000.00
3	12/04/2028	$100,000.00	0.000000	$0.00	$0.00	$100,000.00		-$300,000.00	$700,000.00
4	12/04/2029	$100,000.00	0.000000	$0.00	$0.00	$100,000.00		-$400,000.00	$600,000.00
5	12/04/2030	$100,000.00	0.000000	$0.00	$0.00	$100,000.00		-$500,000.00	$500,000.00
6	12/04/2031	$100,000.00	0.000000	$0.00	$0.00	$100,000.00		-$600,000.00	$400,000.00
7	12/04/2032	$100,000.00	0.000000	$0.00	$0.00	$100,000.00		-$700,000.00	$300,000.00
8	12/04/2033	$100,000.00	0.000000	$0.00	$0.00	$100,000.00		-$800,000.00	$200,000.00
9	12/04/2034	$100,000.00	0.000000	$0.00	$0.00	$100,000.00		-$900,000.00	$100,000.00
10	12/04/2035	$100,000.00	0.000000	$0.00	$0.00	$100,000.00		-$1,000,000.00	$0.00
Totals:		**$1,000,000.00**		**$0.00**	**$0.00**	**$1,000,000.00**	**$0.00**		

ATTACHMENT C
TO STATE OF WYOMING
DRINKING WATER STATE REVOLVING FUND
Loan #DW294

PROMISSORY NOTE

$1,000,000.00

____________________________, 20____

For value received, the City of Cody, Park County, Wyoming, (hereinafter "Borrower") promises to pay to the order of the Wyoming State Loan and Investment Board (hereinafter "Board") at Cheyenne, Wyoming, the sum of one million dollars and 00/100 ($1,000,000.00), together with interest at a rate of zero percent (0.0%) per annum, in the manner and from the revenue as is more particularly set forth below. Upon completion of the Project and prior to repayment of the Loan, this Loan shall be granted principal forgiveness up to twenty-five percent (25%) of the drawn loan funds, not to exceed two hundred fifty thousand dollars and 00/100 ($250,000.00). ***The principal forgiveness is contingent upon the Borrower completing a first loan draw within eighteen (18) months of the Effective Date of the Loan Agreement and continuing to make loan draws at least quarterly until the Project is complete. Failure of the Borrower to comply with any of the terms or conditions in this Note shall result in the awarded Principal forgiveness being forfeited.*** The Borrower will be required to pay the accrued loan interest in full at the time of the principal forgiveness award.

Annual repayment of principal and interest shall begin not later than one (1) year after substantial completion or initiation of operation of the "Project," whichever date occurs first, as set forth and described in the Loan Agreement of even date with this Promissory Note (Note), said Loan Agreement being incorporated herein at this point as if fully set forth.

Attached hereto is a preliminary amortization schedule of the principal and interest payments due from the Borrower pursuant to this Note. Pursuant to the Loan Agreement, the Parties understand that the First Payment Due Date will be on or before a date which is one (1) year after substantial completion or initiation of operations of the "Project," whichever date occurs first. Prior to the

First Payment Due Date, the amount of principal forgiveness shall be applied to the Promissory Note amount, and the Loan Agreement shall be amended to incorporate an updated promissory note and amortization schedule to reflect the amount of principal forgiveness, with all of the other terms of this Note remaining the same. The amount of the first payment due under the Note will include accrued interest on disbursements. In the event the Borrower does not borrow the entire sum of one million dollars and 00/100 ($1,000,000.00), the Parties agree to amend the Loan Agreement to incorporate an updated promissory note and amortization schedule to reflect the principal sum actually borrowed by the Borrower, with all of the other terms of this Note remaining the same.

All or any portion of the principal due on this Note may be prepaid at any time. The Borrower shall have the right and privilege of making extra payments or pay the entire unpaid balance at any time without penalty. Extra payments shall be credited first to interest due, and then the balance shall be credited to principal. Advance or extra payments on account of the principal shall not reduce the annual payments to be made, and will operate only to discharge the loan at an earlier date.

In the event the annual payment of principal and interest is not received on the specified due date of each year, the Borrower will be in default, and the Board may proceed against the revenues assigned and pledged by the Borrower pursuant to the Loan Assignment and Pledge of Revenues as provided by law.

Failure to pay any installment or installments hereon when due shall entitle the holder hereof to declare the whole of the unpaid balance on this Note due and payable on demand.

The maker of this Note hereby accepts the conditions hereon and expressly waives presentment for payment and any claims presented pursuant to Wyo. Stat. § 15-1-125, protest and notice of protest for nonpayment hereof and all defenses on the grounds of any extension of time of payment that may be given by the holder hereof.

In the event of suit to enforce payment of this Note for any installment, interest, or part thereof, the undersigned maker agrees to pay, in addition to the costs and disbursements provided and allowed by law, reasonable attorney's fees and costs.

City of Cody

BY:______________________________
Lee Ann Reiter, Mayor

ATTEST:

____
Cynthia Baker, Administrative Services Director

Loan Document Checklist

LOAN # DW294 City of Cody

The purpose of this checklist is to confirm you have read the Loan Agreement document and fully understand your responsibilities, as the Borrower, and loan requirements within the documents. Please complete the checklist by having the authorized signer of the Loan Agreement initialing each box, sign and date the form. If a box does not apply simply put "N/A".

The original executed copy of this checklist must be returned with the original signed Loan Agreement and the required loan origination fee. Make sure signatures are in blue ink.

- [ ] The first draw down of loan funds must be completed within 18 months of the effective date on the loan agreement and continue to be made at least quarterly until the project is complete. Failure to comply will result in the awarded Principal Forgiveness being forfeited. (Section 5D)

- [ ] All accrued interest must be paid prior to Principal Forgiveness being applied and the loan being put into repayment. (Section 5D(d))

- [ ] You, as the Borrower, are required to notify OSLI staff of the substantial completion or initiation of operation on the project **within "30 days" of that date**. Per Federal regulations, repayment of the loan **must begin within one year** of the substantial completion or initiation of operations date, whichever occurs first. An engineer's statement is required showing the completion date. (Sections 5B & 6E(iv) & (v))

- [ ] An annual audit report compiled by a CPA must to be submitted to OSLI each fiscal year that loan funds are being drawn. If $1,000,000 or more in Federal funding is disbursed from the SRF loan program or a combination of SRF loan funds and other Federal program funds; -the audit report must include the Single Audit portion. (Sections 6J & 7G)

- [ ] If the establishment of a repayment account is a condition of your loan, a bank statement will be required to be sent on a quarterly basis to OSLI on these dates: January 15, April 15, July 15, and October 15 of each year. (Section 5B(i) & (ii))

- [ ] If all awarded funds are not drawn by the estimated project completion date, a request for an extension must be submitted to OSLI, at least ninety (90) days prior to this date. (Section 4D)

- [ ] Compliance with all the Federal Requirements must be documented, with the documentation being retained by you, the Borrower. The requirements include but are not limited to: American Iron and Steel, Build America Buy America, DBE Utilization Report, Fair Share Goal, Equal Employment Opportunity, Davis-Bacon Wage Act, Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment.

- [ ] The Amortization schedule attached to the Loan Agreement is preliminary and is based on the full amount of the loan. This would be the payment amount if all loan conditions are not met. Once the project is substantially complete or initiation of operations has been met, the loan repayment terms, including payment date, will be established in an Amended Loan Agreement and new Amortization schedule, if necessary.

It is **critical** that the Borrower keep OSLI, *WWDO, and DEQ advised of the project's progression, delays, problems, and completion. WWDO or DEQ review and approve all bid documents prior to going out for bid. Additionally, change orders must be reviewed and approved by SRF staff.

Signature: ____

Printed (Name and Title): ______________________________________

Date: ______________________

Meeting Date: February 10, 2026
Department: Public Works
Staff Reference: Phillip Bowman

AGENDA ITEM SUMMARY REPORT

Storm Drainage Master Plan Update

PROPOSED ACTION:
Informational only — Discussion of the Storm Drainage Master Plan, public comments received, and Resolution 2026-03 to approve and adopt the Final Report

SUMMARY OF INFORMATION:
The Storm Drainage Master Plan (SDMP) Draft Report was presented and discussed by Bowen Collins and Associates (BCA) at the City Council Work Session on October 14, 2025. At this meeting, the phases of work completed by BCA to develop the SDMP were reviewed, and the Capital Improvement Program (CIP) projects to address storm drainage deficiencies and localized flooding within the City were discussed. The CIP projects identified in the SDMP have been ranked and prioritized to address critical storm drainage deficiencies in the City over a ten-to-fifteen year planning horizon, and are projected to have a total cost of approximately $29 million (in 2025 dollars).

Based on feedback from the City Council on October 14, printed copies of the Draft Report were placed at several locations for public review and comment. In addition, the Draft Report was placed on the City's web page and a web-based survey was available for public comment. The public comments received were compiled and included in the SDMP Final Report, and additional edits and clarifications were made to the document. The SDMP Final Report will be reviewed with the City Council during this meeting, and the next steps in the overall SDMP project and Storm Drainage Rate Study will be discussed.

Subject to discussion with the City Council and direction received, City Staff proposes to present Resolution 2026-03 to approve and adopt the SDMP Final Report at the City Council Regular Meeting on February 17, 2026.

FISCAL IMPACT:
None at this time.

ATTACHMENTS:
None

Meeting Date: February 10, 2026
Department: Public Works
Staff Reference: Phillip Bowman, Jake Moyer

AGENDA ITEM SUMMARY REPORT

Belfry Bridge Boat Ramp Project Update — Consultant Selection and Standard Agreement with Morrison-Maierle, Inc.

PROPOSED ACTION:
Informational only — Discussion of the Belfry Bridge Boat Ramp Project, Consultant Selection, and Professional Services Agreement with Morrison-Maierle, Inc.

SUMMARY OF INFORMATION:
The Belfry Bridge Boat Ramp Project (Project) has been discussed and considered for the design and construction of significant improvements to the Belfry Bridge Boat Ramp, parking lot, bathroom facilities, and trailhead amenities owned by the City of Cody. A concept sketch for these improvements has been prepared, but no level of field survey, public outreach, preliminary design, final design, or construction cost estimating for the Project has been undertaken. The Project was discussed with Wyoming Game and Fish Department (WG & F) Staff in 2025 to investigate potential grant funding from that agency, and WG & F was able to program grant funding for the Project in their FY 2026 Budget. Grant Agreement No. 006652 between WG & F was approved by the City Council on August 19, 2025, and Amendment No. 1 to the Grant Agreement was approved by the City Council on October 7, 2025. The total amount of funding provided by WG & F (after approval of Amendment No. 1) is $115,000, and there is no City match funding required per the terms of the Amended Grant Agreement.

With WG & F grant funding in place, a Qualifications Based Selection (QBS) process was undertaken to evaluate firms who have shown interest in working with the City on this Project. A Request for Qualifications (RFQ) was publicly advertised in the Cody Enterprise on November 20, November 25, December 2, and December 9, 2025, requesting that qualified firms submit a Statement of Qualifications (SOQ) package to be considered as the City's engineering consultant for the Project. Five (5) firms submitted SOQ packages for evaluation by City Staff:

- Engineering Associates of Cody, WY
- Interstate Engineering of Buffalo, WY
- JUB Engineers of Cody, WY
- Morrison-Maierle of Cody, WY
- Stahley Engineering Associates of Cody, WY

A selection committee made up of Jake Moyer (Project Manager), Kris Bruxvoort (Staff Engineer), Sam Hochhalter (WG & F Regional Fisheries Supervisor), and Andy Quick (Owner of Gradient Mountain Sports and past City Council Member) reviewed and evaluated the SOQs submitted based on the criteria defined in the RFQ. The selection committee ranked the SOQ packages received, and the #1 ranked firm was Morrison-Maierle, Inc. (M-M) located in Cody, Wyoming, who teamed with QRS Consulting (Boise, Idaho) and Recreation Engineering and Planning (Boulder, Colorado). City Staff have completed negotiations with M-M to develop a scope of work and fee proposal for Phase 1 of the Project (field survey, conceptual planning, and preliminary design), and the Standard Agreement for Phase 1 defining the not-to-exceed fee amount of $69,390 is attached.

Upon completion of Phase 1, an Amendment to the Standard Agreement will be negotiated for Phase 2 (final design and bidding document preparation) later in calendar year 2026. It is anticipated that Phase 1 (preliminary design) will be completed in 2026 and Phase 2 (final design) will be completed in 2027, and the Project could be ready for construction in late 2027 or early 2028. However, no construction grant funding sources have been secured at this time. It is likely that having the final design of the Project completed (i.e. a "shovel ready" project) will allow the City to more successfully pursue grant funding in the future.

Subject to discussion with the City Council and direction received, City Staff proposes to present the Standard Agreement with M-M for approval at the City Council Regular Meeting on February 17, 2026.

FISCAL IMPACT:
With approval of the WG & F Amended Grant Agreement No. 006652 and a subsequent Budget Amendment, the approved FY 2026 Budget includes $115,000 in the Grounds Maintenance division (through the Capital Acquisition Fund) for all design costs of the Project. There is no City match funding currently required per the terms of the Amended Grant Agreement.

If $115,000 of funding is not adequate to cover all Project design costs, a future Budget Amendment and/or additional funding amount in the proposed FY 2027 Budget will be necessary. If additional funding is needed for the Project design costs, it will be proposed from the Capital Acquisition Fund.

ATTACHMENTS:
1. Morrison-Maierle Standard Agreement - Belfry Bridge Boat Ramp Project Phase 1

STANDARD AGREEMENT BETWEEN CLIENT AND MORRISON-MAIERLE, INC.

Project Number TBD
Project Name Belfry Boat Launch Improvement Project

This is an Agreement made as of February 4, 2026 between MORRISON-MAIERLE, INC. (CONSULTANT) and City of Cody, (CLIENT).

The Client intends to improve the Belfry Boat Launch area with a new boat ramp, optimized parking and a new restroom facility. Phase I of the improvements includes field survey, floodplain analysis, and preliminary design plans with cost estimates.

CONSULTANT'S RESPONSIBILITIES

The Scope of Services shall consist of the following which shall be referred to as the Project: Belfry Boat Launch Improvement Project.

The Project Schedule is described as: Preliminary design completed by December 31, 2026.

CLIENT and CONSULTANT in consideration of their mutual covenants herein agree to the performance of professional services by CONSULTANT and the payment for those services by CLIENT as set forth below:

METHOD OF PAYMENT

If unforeseen conditions are discovered during the Project, the CLIENT agrees that the desired work may be completed at an additional cost. This cost will be communicated with the CLIENT at the earliest convenience with details on the additional expense.

Payment is due upon receipt of CONSULTANT's statement(s). CLIENT agrees to pay interest at the maximum legal rate allowed by law for payments not received within 30 days after receipt of the statement. We reserve the right to withhold final documents until payment is made.

☒ Method 1 - HOURLY RATE - Hourly rates as specified in the Special Provisions or attachments hereto, plus an amount equal to CONSULTANT's actual reimbursable expenses related to the project times a factor of 1.0. The total compensation for services identified herein is estimated to be $69,230.00

☐ Method 2 - LUMP SUM - A lump sum fee of $.

☐ Method 3 – RETAINER - Deposit with MMI a retainer fee in the amount of Dollars. It is understood that all invoices or charges will be charged against said retainer. If effort consumes the retainer and additional services are required, then the Owner shall replenish the retainer in the agreed upon amount within 5 business days. Failure to replenish retainer will be sufficient cause to immediately stop work and withhold delivery of the work product.

☐ Method 4 - SPECIFY -

SPECIAL PROVISIONS AND ATTACHMENTS

The following Special Provisions and Attachments are integrated into and form a part of this Agreement.

☒ Scope of Services
☐ Schedule
☐ Budget Worksheet
☐ Hourly Rate Schedule

☒ Engineer's Fee Estimate
☐ Other Additional Information:

GENERAL PROVISIONS OF STANDARD AGREEMENT

The following General Provisions of Standard Agreement are integrated into and form a part of this Agreement.

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1 CONSULTANT shall perform the services as set forth in the Scope of Services as described on page one of this Agreement, or as further described in Attachments hereto.

1.2 Execution of this Agreement by the CLIENT constitutes written authorization for the CONSULTANT to proceed.

1.3 CONSULTANT shall serve as the CLIENT'S prime professional consultant representative for the Project and perform services as set forth in the Agreement.

1.4 CONSULTANT shall advise CLIENT as to the necessity of the CLIENT providing or obtaining data from others or services required for the Project which are not part of the CONSULTANT'S Scope of Services. The CONSULTANT shall not be responsible for any damages or consequences resulting from the CLIENT's failure to provide or obtain the data or services identified. If CONSULTANT recommends any services that the CLIENT declines to authorize, the CLIENT hereby agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless CONSULTANT, its officers, directors, employees and subconsultants from any damages, liabilities or costs arising out of or in any way connected with CONSULTANT not providing these services.

1.5 If the project requires the CONSULTANT'S services during the construction phase of the project, the scope of services shall be as set forth on page one or as described on attachments hereto. CONSULTANT will determine, in general, if the work is proceeding in a fashion such that, once complete, the work will substantially conform to the design intent of the Contract Documents. CONSULTANT will not perform exhaustive or detailed review of the Contractor's work. If the CONSULTANT is retained as the commissioning authority, then the Consultant will perform the review of the Contractor's work expressly written in the commissioning authority's scope of services. CONSULTANT shall not be responsible for Contractor's construction means, methods, sequence, safety program, techniques or procedures necessary for performing the work.

CONSULTANT shall not be responsible for the acts or omissions of any Contractor or Subcontractor or any other persons at the site or otherwise performing any of the Contractor's work. However, nothing contained herein shall be construed to release CONSULTANT from its responsibilities to properly perform duties undertaken by the Consultant as set forth in this Agreement.

1.6 In providing services under this Agreement, CONSULTANT will endeavor to perform in a manner consistent with that degree of care and skill ordinarily used by members of CONSULTANT'S profession practicing under similar conditions at the same time and in the same locality on the same or similar projects ("Standard of Care"). If the CONSULTANT'S scope of services includes design, CONSULTANT will perform the design services in compliance with existing codes and regulations in place and applicable at the time the design is prepared. CLIENT understands that the CONSULTANT cannot anticipate changes in applicable statutes, codes, or regulations, or the project site or environmental conditions. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services. The CONSULTANT will be notified in writing of any alleged errors or omissions. Upon receipt of this notice, CONSULTANT will review the alleged error or omission. If CONSULTANT agrees its services have not met this standard, CONSULTANT will assist in determining corrective action.

1.7 The CLIENT, without invalidating this Agreement, may request a change in the scope of services and CONSULTANT shall issue to CLIENT a proposal setting forth an adjustment to the scope of services, budget, and schedule for the additional services provided by CONSULTANT. Any modification to this Agreement must be in the form of a written Amendment and executed by both CONSULTANT and CLIENT. If the CLIENT elects to reduce CONSULTANT'S scope of services, the CLIENT shall release, hold harmless, defend and indemnify CONSULTANT from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

1.8. If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the CONSULTANT are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the CONSULTANT may call for renegotiation of appropriate portions of this Agreement. The CONSULTANT shall notify the CLIENT of the changed conditions necessitating renegotiation, and the CONSULTANT and the CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with Article 4.9.

1.9 If CONSULTANT'S scope of services includes review of submittals or other similar items, CONSULTANT shall review and accept or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The CONSULTANT'S review shall be conducted with reasonable promptness while allowing sufficient time in the CONSULTANT'S judgment to permit adequate review. Review of a specific item shall not indicate that the CONSULTANT has reviewed the entire assembly of which the item is a component. The CONSULTANT shall not be responsible for any deviations from the Construction Documents not brought to the attention of the CONSULTANT in writing by the Contractor. The CONSULTANT shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

1.10 The Americans with Disabilities Act, the Fair Housing Amendments Act, and related federal and state "accessibility" laws and regulations (collectively "Acts") are not detailed building codes. The requirements of the Acts are general in nature and open to differing interpretations. The CONSULTANT will provide services in a manner consistent with the intent of the Acts and shall comply with the Standard of Care in responding to the requirements of the Acts but does not warrant or guarantee that the project will satisfy all possible interpretations or applications of the Acts.

SECTION 2 - CLIENT'S RESPONSIBILITIES

2.1 CLIENT shall provide all previous documents relating to the Project, all criteria and full information as to CLIENT's requirements for the Project and shall designate a person with the authority to act on CLIENT's behalf on all aspects of the Project. CLIENT shall give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any defect in the work or any error or omission in the services provided by CONSULTANT.

2.2 CLIENT shall also be responsible for the following and pay all costs incident thereto:

1. Provide such legal, accounting and other counseling services as may be required for the project.
2. Obtain and pay all costs incidental to obtaining permits from governmental authorities having jurisdiction over the Project.
3. Obtain and furnish approvals from governmental authorities having jurisdiction over the Project.
4. Pay all costs incident to obtaining bids or proposals from Contractor(s).
5. Pay all permit, review and filing fees required by governmental agencies.
6. In the event that the regulations pertinent to this contract are modified by any governing entity that result in changes to the scope of services, CONSULTANT reserves the right to renegotiate the fee of this agreement.

2.3 The CLIENT and CONSULTANT acknowledge that changes in design and/or construction of the Project may be required for a variety of reasons during the design, permitting and construction phases of the Project. As a result, unforeseen changes may cause the final costs of the Project to exceed the initial Project cost estimates for construction, commissioning, engineering, permitting, planning, and surveying. The CLIENT agrees to set aside sufficient funds as a contingency reserve to be used, as required, to cover any such increased Project Costs. The CLIENT also understands and acknowledges that although the CONSULTANT'S design documents shall be prepared within the Standard of Care, the Contractor may require additional information from the CONSULTANT to clarify, correct, supplement, and coordinate the design intent shown in the Construction Documents that result in increases in the Project Costs, Construction Costs, or Operational Costs, and that these costs may increase even if the CONSULTANT has complied with the Standard of Care.

2.4 CLIENT agrees to provide to CONSULTANT all available information necessary to perform CONSULTANT'S services under this Agreement. The CLIENT shall furnish, at CLIENT'S expense, all information, requirements, reports, data, surveys, and instructions required. CONSULTANT is entitled to rely on the accuracy and completeness of all such information provided.

2.5 CLIENT shall furnish right-of-way entry onto the project site for CONSULTANT to perform necessary field measurements, studies or other activities as required to provide the CONSULTANT'S services.

SECTION 3 - PAYMENT TO CONSULTANT

The method for payment of services is specified on page one of this Agreement.

3.1 Method 1. The CONSULTANT will submit monthly statements requesting payment which shall be based on the amount of services provided and expenses incurred by CONSULTANT during the billing period. Payment is due CONSULTANT upon receipt of statement by CLIENT.

3.2 Method 2. The CONSULTANT will submit monthly statements requesting payment which shall be based on the percent complete. Payment is due CONSULTANT upon receipt of statement by CLIENT.

3.3 Method 3. Full payment of the Retainer is required prior to the start of work. If replenish of Retainer is required full payment of the agreed upon amount is required within 5 business days for continuation of the work.

3.4 Method 4. Specify any unique terms here

3.5 Terms for All Methods:

Reimbursable expenses mean the actual expenses incurred by CONSULTANT or CONSULTANT'S associates or consultants in connection with the Project such as expenses for: transportation, subsistence (including items subject to deduction limitations), telephone calls, postage, and reproduction of documents, computer charges, equipment charges and similar project-related items.

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty (30) days after receipt of CONSULTANT'S statement therefore, the amounts due CONSULTANT shall include an additional charge at the maximum legal rate allowed by law plus reasonable attorney fees, court costs and actual expenses incurred in connection with collection of any past due amount.

CONSULTANT may suspend performance of services upon ten (10) calendar days' notice to the CLIENT for failure of payments when due or any other breach of this Agreement. CONSULTANT shall not have any liability whatsoever to the CLIENT for any costs or damages as a result of such suspension. If CONSULTANT resumes services after payment by CLIENT, the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for CONSULTANT to resume performance. If an invoice remains unpaid for more than 90 days, CONSULTANT shall have the right, but not the obligation, to initiate collection procedures. If the CLIENT fails to make payment when due and CONSULTANT incurs any costs in order to collect sums from the CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to CONSULTANT. This obligation of CLIENT to pay CONSULTANT'S collection costs shall survive the term of this Agreement or any termination by either party.

If the CLIENT fails to make payment to CONSULTANT in accordance with this Agreement, this failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by CONSULTANT.

Hourly rates and reimbursable expenses will be adjusted annually to reflect equitable changes in the compensation payable to the CONSULTANT.

SECTION 4 – OTHER TERMS AND CONDITIONS

4.1 All documents including reports, drawings, specifications and other deliverables, whether in printed or electronic media format, prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service of CONSULTANT and CONSULTANT shall be deemed the owner and author of such instruments of service. CONSULTANT shall retain all common law, statutory law and other rights, including, without limitation, all copyrights, in the instruments of service whether or not the Project is completed and regardless of whether the information is provided in paper or electronic format. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project.

The CLIENT shall not reuse or make any modification to the documents, drawings, data, or electronic files without the prior written consent of CONSULTANT. In the event the CLIENT, or the CLIENT's Contractors, subcontractors, or anyone else for whom the CLIENT is legally responsible, makes any changes to the information provided by CONSULTANT without CONSULTANT'S prior written consent, the CLIENT shall assume full responsibility for the results of such changes and agrees to waive any claim against CONSULTANT and release CONSULTANT from any liability arising directly or indirectly from such changes. In addition, the CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold CONSULTANT harmless from any claim, cause of action, damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than CONSULTANT or from any reuse of the drawings, data and electronic files without the prior written consent of CONSULTANT.

The CLIENT is aware that differences may exist between the electronic files delivered and any printed hard-copy documents. In the event of a conflict between any signed hard-copy documents by CONSULTANT and electronic files, the signed or sealed hard-copy documents shall govern. CONSULTANT makes no representation as to the compatibility of electronic files with any hardware, software, or system used by the CLIENT or any other party. The CLIENT assumes all risk and cost associated with the use of these files on the CLIENT'S system. Client assumes sole and exclusive responsibility for determining if any conflict exists. Nothing in the electronic files alters the requirements of the Contract Documents, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions, and coordinate the recipient's work with that of other contractors or subcontractors for the various projects.

Delivery of the electronic files shall not be deemed a sale by the CONSULTANT, and the CONSULTANT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

4.2 Because CONSULTANT has no control over the cost of or availability of labor, materials, equipment or services furnished by others, or over the Contractor(s) methods of determining prices, or over competitive bidding or market conditions, CONSULTANT'S opinions of probable costs including Project costs, construction costs ("Construction Costs"), or fuel, energy, or power costs ("Energy Costs") are made on the basis of CONSULTANT'S experience and qualifications and represent CONSULTANT'S judgment as an experienced and qualified professional CONSULTANT familiar with the construction industry. CONSULTANT cannot and does not warrant or guarantee that proposals, bids or actual costs including Project Costs, Construction Costs or Energy Costs will not vary from opinions of probable cost prepared by CONSULTANT.

4.3 In recognition of the relative risks and benefits of the Project to both the CLIENT and the CONSULTANT, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT to the CLIENT, and anyone claiming by or through the CLIENT, for any and all claims, losses, costs, damages of any nature whatsoever, and claims expenses from any cause or causes(including attorneys' fees and costs and expert witness fees and costs), including those resulting from negligence, breach of contract, breach of statutory duty or otherwise (collectively "Claims") so that their total aggregate liability for and in connection with the entire Project, regardless of how limited in scope the services under this Agreement may be, shall not exceed an amount equal to the CONSULTANT'S total compensation under this Agreement or the total amount of $ 70,000.00, whichever is greater. The CLIENT further agrees that the officers, principals, directors and employees of the CONSULTANT and its agents will not be individually liable in respect of any Claims, holds such individuals harmless from all Claims and covenants not to bring any Claims against such individuals. Claims by, through or under the CLIENT shall specifically include any claims by purchasers of the Project (both first purchasers and subsequent purchasers), subsequent purchasers of the entire Project (during or after completion), lenders of the CLIENT and their assignees, any assignee of the CLIENT, and any invitee of the CLIENT. The parties agree that specific consideration has been given by the CONSULTANT for this limitation and that it is deemed adequate. The CLIENT acknowledges that it could obtain a higher liability limit from the CONSULTANT in return for increasing the CONSULTANT's fee but has elected not to do so.

4.4 Changed or Unforeseen Conditions. The CLIENT recognizes that in the course of completing the services under this Agreement, the CONSULTANT may encounter changed or unforeseen conditions which are beyond the control of the CONSULTANT and thus creating potential for claims and additional costs to the CONSULTANT which are not covered in fees charged and/or earned for services provided. Should any such changed or unforeseen condition occur during the performance of this contract, the CLIENT hereby waives any claim against the CONSULTANT and agrees to defend, indemnify and hold the CONSULTANT harmless from any claim or liability for injury or loss allegedly arising from the CONSULTANT'S encountering of changed or unforeseen conditions other than claims or liability arising from the sole negligence or willful misconduct of the CONSULTANT. The CLIENT agrees to compensate the CONSULTANT for any time spent and expenses incurred by the CONSULTANT in defense of any such claim involving changed or unforeseen conditions with such compensation based upon the CONSULTANT'S prevailing fee schedule and expense reimbursement policy.

4.5 In the event that a dispute should arise relating to the performance of the services to be provided under this Agreement, the CLIENT and CONSULTANT agree that they shall first attempt to resolve the dispute through direct discussion by principals or representatives with full authority to reach a compromise. If the dispute is not resolved through direct discussion, the parties will then submit the matter to mediation by a mutually agreed upon mediator. The mediation shall be held in the city where the project is located, unless the parties mutually agree to hold the mediation in another location. CLIENT and CONSULTANT further agree to include a similar mediation agreement with all Contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties. The Mediator's fee shall be shared equally by the parties. If the dispute is not resolved by mediation, the matter may then be considered by other methods of dispute resolution.

4.6 If CONSULTANT has reason to believe that the total cost of services to the CLIENT for work under this Agreement shall exceed the budgeted amount, CONSULTANT shall inform CLIENT in writing of such and submit a revised estimated project cost for approval. CLIENT shall not be obligated to reimburse CONSULTANT for costs incurred in excess of the estimated cost set forth in this Agreement and CONSULTANT shall not be obligated to continue performance under the Agreement or to incur costs in excess of the estimated cost set forth in this Agreement unless and until CLIENT has notified CONSULTANT in writing that the amount has been amended and shall have specified in such notice a revised estimated cost which shall thereupon constitute the estimated cost of services under this Agreement.

4.7 Any litigation or other dispute arising out or of or relating to this Agreement shall be governed by the law of the state in which the project is located regardless of conflict of law principles or any other choice of law provision. The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the state of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

4.8 The CONSULTANT shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the CONSULTANT cannot ascertain.

4.9 Either party may terminate this Agreement for cause upon 10 calendar days' written notice for the following reasons:

1. Substantial failure by either party to perform in accordance with this Agreement;
2. Assignment of this Agreement without the written consent of the other party;
3. Suspension of the project or CONSULTANT'S services for more than 60 calendar days, consecutive or aggregate;
4. Material changes in the conditions under which this Agreement was executed, the Scope of Services, the nature of the project, or the failure of the parties to reach an agreement on compensation and/or schedule adjustments necessitated by such changes.

In the event of a termination not the fault of CONSULTANT, the CLIENT shall pay CONSULTANT, in addition to payment for services rendered and reimbursable expenses incurred, all expenses incurred by CONSULTANT in connection with the orderly termination of this Agreement, including, but not limited to, demobilization, reassignment of personnel, associated overhead costs, and all other expenses resulting from the termination.

4.10 CLIENT and CONSULTANT each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party of this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT and CONSULTANT. There are no intended third-party beneficiaries of this Agreement.

4.11 In accordance with the terms of this contract, the CONSULTANT will provide labor and materials for the improvement of the CLIENT's property or property for which the CLIENT acts as agent. The terms of this contract also provide for specific payment terms to the CONSULTANT for services rendered. Should the CLIENT not comply with these payment terms, the CLIENT's property or the agent-represented property may be subject to a lien against said property for all services and materials furnished for the project. The right to claim a lien will be processed in compliance with the lien laws of the State under jurisdiction.

4.12 CONSULTANT and CLIENT agree that, without prior consent of the other party, neither will offer employment to or discuss employment with any of the other party's associates or employees until one year after this Agreement is terminated.

4.13 If CONSULTANT mistakenly leaves out of the Construction Documents any component or item required for the Project, CONSULTANT shall not be responsible for the cost or expense of constructing or adding the component or item to the extent such item or component would have been required and included in the original construction documents. In no event will the CONSULTANT be responsible for any cost or expense that provides betterment, upgrades or enhances the value of the Project.

4.14 CONSULTANT and CLIENT do not intend for this Agreement to benefit any third-party. No third-party may claim to be a third-party beneficiary of this Agreement.

4.15 During the term of this Agreement and following its expiration or termination for any reason, neither the CLIENT nor the CONSULTANT shall transfer, assign, convey or sublet any right, claims (including any causes of action or claims alleging breach, loss or damages arising out of this Agreement), duty or obligation under it, nor any other interest therein without the prior written consent of the other party. However, CONSULTANT may, where CONSULTANT deems necessary, hire subconsultants to provide services covered by this Agreement.

4.16 Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT at the construction/project site, shall relieve the general Contractor and all subcontractors of any of their responsibilities and duties to perform the work in accordance with the contract documents and to comply with any health or safety precautions required by any regulatory agencies. CONSULTANT does not have authority to control any Contractor or its employees in connection with their work or any health or safety programs or procedures. The CLIENT agrees that the Contractor and subcontractors are solely responsible for job site safety. Accordingly, the CLIENT shall require the Contractor and all subcontractors to indemnify, and hold harmless the CONSULTANT from any and all claims, losses, suits, damages, and liabilities, including attorneys' fees and costs, arising in any way from such contractors' or subcontractors' services or work product, except to the extent caused by the sole negligence of the CONSULTANT.

4.17 CONSULTANT shall assist the CLIENT in applying for permits and approvals where required by law. In cases where the scope of services requires CONSULTANT to submit, on behalf of the CLIENT, a permit application and/or approval by a third party to this contract, CONSULTANT does not make any warranties, guarantees, or representations as to the success of CONSULTANT'S effort on behalf of the CLIENT. Payment for services rendered by CONSULTANT is not contingent upon the successful acquisition of these permits.

4.18 Notwithstanding any other provision in this Agreement, neither the CLIENT nor CONSULTANT, their respective officers, directors, shareholders, partners, employees, agents, members, subconsultants, or employees shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or in any way connected to the project or this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action.

4.19 This Agreement is the entire agreement between CONSULTANT and CLIENT. It supersedes all prior communications, understandings, and agreements, whether oral or written. Any Amendment or modification to this Agreement must be written and executed by both CONSULTANT and CLIENT.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

CLIENT:

____

Signed: ______________________________

By: ______________________________

Title: ______________________________

Contact Information and Address for giving notices:

____

____

____

Email: ______________________________

Phone: ______________________________

Address for Invoices (if different)

____

____

CONSULTANT:

Morrison-Maierle, Inc.

Signed: Zane A. Green

By: Zane Green, PE

Title: Vice President

Contact Information and Address for giving notices:

Vanessa Hoene, PE, CFM

1402 Stampede Avenue

Cody, WY 82414

Email: vhoene@m-m.net

Phone: 307-578-7315

Project Number: ______________________________

Project Name: Belfry Boat Launch Improvement Project

Version 2/5/2024

Scope of Services
PHASE I
Belfry Boat Launch Improvement Project
City of Cody, Wyoming

Background/Project Understanding

The City of Cody owns the Belfry Boat Launch Recreation Area, a popular spot for fishing, rafting, and hiking for members of the Community, as well as tourists. Increasing visitor use has surpassed the capacity of the existing facilities, and the restroom system has failed due to flooding caused by groundwater. The City has received a grant from the Wyoming Game and Fish department for the design of the needed improvements including optimized parking, a new boat ramp, and new restroom facility. Phase I of the improvements includes field survey, floodplain analysis, and preliminary design plans with cost estimates. Morrison Maierle and QRS have teamed to provide the following tasks in support of Phase I.

TASK 1 – PROJECT MANAGEMENT AND DATA COLLECTION

Task 1.1 Project Management. Morrison-Maierle's project manager will actively manage the project team including subconsultants, and maintain open communication with the City. On a monthly basis, project invoices will be prepared along with a written report of project progress and budget tracking and will be sent to the City for review and approval.

Task 1.2 Conduct Project Initiation Workshop. A project kick-off meeting will be scheduled to review the project goals, obtain City's staff input, exchange information and discuss overall project administration. Meeting minutes will be prepared by Morrison-Maierle and distributed to the attendees within three (3) days after the workshop. QRS will attend virtually.

Task 1.3 Site Visit A site visit will be scheduled after project initiation to gather more data, and intel. On site will be: the project manager, 2 QRS representatives, City Staff, and any other interested parties. During the site visit, the design team will walk the access road to better understand the drainage and pavement concerns. This will consist of a visual inspection, but does not include any geotechnical exploration or materials testing. If it is determined that a more detailed geotechnical assessment is warranted, that work can be provided for an additional fee.

TASK 2- FIELD SURVEY

The team will perform the site survey, including: a utility and topographic survey of the existing site and improvements, access road, existing boat ramp, and bathymetry extending approximately 30-feet from the shoreline towards river centerline for the modeling and design of the shoreline improvements. All site improvements and structures, utilities, etc. will be surveyed horizontally and vertically. Project control will be City of Cody datum, set for construction purposes. At this time, no property boundary or title surveying work is anticipated.

TASK 3 – FLOODPLAIN ANALYSIS

Task 4.1 –Floodplain Administrator (FPA) Coordination

With the understanding that permitting in the floodplain was a challenge in the past, our team will work to streamline the floodplain permitting process with early coordination with the FPA, both for the County and for the City.

Task 4.2 Floodplain Analysis

A two-dimensional HECRAS model is proposed to assist with the floodplain analysis, design and permitting of work within the river, and floodplain. The model will use the available LiDAR supplemented with bathymetric survey data. This model will show the necessary details for designing river eddies, as well as be sufficient to determine the base flood elevation for floodplain permitting. The model will use hydrologic data provided through USGS for the Shoshone River below Buffalo Bill Reservoir.

The floodplain permit will be submitted as part of Phase II, with final design, once all other permits are submitted and approved. However, if the modeling effort shows that the actual floodplain is much smaller than the regulatory Zone A, the City may choose to submit a metes and bounds LOMA to remove most of the property from the regulatory floodplain, which can inform design slightly as far as facility locations, and will significantly reduce any permitting requirements going forward. Because the LOMA is still optional, and dependent on model outputs, it will be decided on in Phase II.

TASK 4 – PRELIMINARY DESIGN

Following the kickoff meeting and site visit, Morrison-Maierle/QRS will develop a list of proposed improvements based on the concept figure provided by the City in the Request for Qualifications (RFQ). Potential improvements include,

- Access road improvements
- Optimized traffic circulation and parking
- New/retrofitted boat ramp, including ready and tie-down areas
- ADA accessible loading or launch facilities
- Replacement restroom(s)
- Shoreline features, including,
  - eddies to facilitate loading/unloading boats and possible swimming access
  - fishing access, including consideration of ADA accessible fishing access
  - consideration of the possible need for future whitewater feature access
- New/improved signage, lighting, and other site features
- Additional alternatives identified during discussions with the City, WGFD, and through the public surveys.

We recognize that the City has limited funds for the design of the improvements, so we will prioritize improvements which will maximize the user benefits at the site. At a minimum the improvements will include improved traffic routing and parking, restroom, and boat launch. The other potential improvements will be prioritized based on a comparison of their benefit to the facility's users relative to their respective cost for the design, permitting, and construction of the improvement.

Once the potential improvements have been vetted and prioritized, a Draft Preliminary Design will be developed and will include,

- Plans and figures depicting the design intent

- Class 4, ROM OPCC
- Anticipated FEMA and environmental permitting requirements based on their anticipated impacts and construction phasing.

The Draft Preliminary Design will be submitted to the City for review. The City will provide written comments, then the design team will meet the City in a virtual meeting to discuss the comments and potential changes.

Based on the information received from the City and other stakeholders, the Preliminary Design will be updated and submitted to the City and will be used as the basis for developing the Scope of Work for the Final Design and Permitting phase of the project.

Task 4.1 Environmental Permitting: Completion of Categorial Exclusion (CATEX)

This task involves the completion of a Categorical Exclusion document to comply with the National Environmental Policy Act which is required step in releasing the funding from the Wallop-Breaux Fund through the US Fish and Wildlife Service and Wyoming Fish and Game. Effort includes completion of a Categorical Exclusion template to be provided to the Wyoming Fish and Game for review and concurrence. An Environmental Assessment is not anticipated to be required and is excluded from this scope.

Compliance with Section 106 of the National Historic Preservation Act will be required. This scope assumes that the project will result in a finding of No Known cultural or historical sites or No Adverse Effects to cultural or historical sites.

ASSUMPTIONS:

1. The project duration is assumed to be less than 12 months, which was used for consideration of the project management budget.

2. Excluding CATEX which will be submitted with conceptual design in Phase I, all other permits will be prepared and submitted as part of Phase II, with final design.

3. Project staff are proposed for one staff visit during project kickoff time.

4. The project improvements, including access road, parking area, and river access improvements are assumed to occur within the existing facility footprint and along the current shoreline. No significant regrading of the existing hillside, retaining walls, or improvements upstream or downstream of the existing facility are anticipated.

Estimated Phase I Design Fee:

All time will be billed on a time and materials basis in amounts not to exceed the following totals listed for each task:

Task		Estimated Fee
1.	Project Management & Data Collection	$8,000
2.	Field Survey	$7,210
3.	Floodplain Analysis	$13,020
4.	Preliminary Design & CATEX	$41,160
	Total Phase I Fee:	**$69,390**

PROJECT DELIVERABLES:

- Monthly Project Progress Reports
- Draft Preliminary Design drawings, and OPCC
- Final Preliminary Design drawings, OPCC, and recommended phasing strategy
- Scope and Fee for Phase II

Meeting Date: February 10, 2026
Department: Public Works
Staff Reference: Phillip Bowman

AGENDA ITEM SUMMARY REPORT

Cooperative Agreement between WYDOT and City of Cody for the East Sheridan Avenue Improvements Project with Urban Systems Funding

PROPOSED ACTION:
Informational only — Discussion of Cooperative Agreement No. 71577 between the Wyoming Department of Transportation and the City of Cody for the East Sheridan Avenue Improvements Project

SUMMARY OF INFORMATION:
The Cody Urban Systems and Traffic Committee (CUSTC) met on April 29, 2025, to discuss multiple topics and ongoing projects, and formally voted at this meeting to designate the East Sheridan Avenue Improvements Project (Project) as the #1 Priority Project to utilize WYDOT Urban Systems Funding. The Project is planned to improve Sheridan Avenue from 33rd Street (just east of Sunset Elementary School) to the intersection of Beacon Hill Road. The Project length is approximately 4,500 linear feet (0.85 miles), and improvements will include street widening and paving with curb, gutter, attached sidewalk, and storm drainage improvements.

City Staff presented the CUSTC's recommendation to utilize Urban Systems Funding at the City Council Work Session on September 9, 2025. At this meeting, the City Council agreed with the CUSTC recommendation and authorized Staff to submit a letter to Peter Hallsten, P.E., WYDOT District 5 Engineer, requesting that the Reconnaissance Report (Report) for the Project be completed. The Report will include traffic volume analysis for the Project area, detailed scoping for all improvements to be designed with the Project, and quantity calculations with cost estimates to be used for Project budgeting.

Upon receipt of Staff's letter, WYDOT has prepared the attached Cooperative Agreement No. 71577 for the preparation of the Report. The Report will be managed and administered by WYDOT Staff, with City Staff providing review, input and feedback as members of the project team. The Cooperative Agreement provides a total funding amount of $50,000 to prepare the Report, with WYDOT providing $45,245 (90.49%) and the City's required match amount being $4,755 (9.51%). WYDOT will execute the professional services agreement with the engineering consultant selected to complete the Report, and the City will be billed monthly for the required match amount as work on the Report progresses (i.e. the City is not required to pay the full amount of consultant fees and request reimbursement from WYDOT).

It is anticipated that the Report will take approximately 12 months to complete and will be available in early 2027. Following completion of the Report, the Project will be eligible to start design in calendar year 2027 with construction following in calendar year 2029.

Cooperative Agreement No. 71577 has been reviewed by the City Attorney and is ready for City Council approval and signature by the Mayor. Subject to discussion with the City Council and direction received, City Staff proposes to present the Cooperative Agreement for approval at the City Council Regular Meeting on February 17, 2026.

FISCAL IMPACT:
The approved FY 2026 Budget includes $5,000 in the Streets Maintenance division (from the Capital Acquisition Fund) to provide the anticipated match amount for the Reconnaissance Report, and the City's required match amount of $4,755 is less than the approved budget.

ATTACHMENTS:
1. WYDOT Cooperative Agreement No. 71577 - East Sheridan Avenue Improvements Project

Mark Gordon
Governor

WYOMING Department of Transportation
"Provide a safe and effective transportation system"

5300 Bishop Boulevard, Cheyenne, Wyoming 82009-3340

Darin J. Westby, P.E.
Director

January 29, 2026

Ms. Lee Ann Reiter, Mayor
City of Cody
1338 Rumsey Avenue
Cody, WY 82414

RE: Project 4708007, Cody Streets, East Sheridan Avenue (33rd Street – Beacon Hill Road)

Dear Mayor Reiter:

Enclosed are two copies of Agreement 71577 between WYDOT and the City of Cody for the referenced project. If this Agreement meets your approval, please sign, date, and have both originals attested where indicated on Page 11 and return them to this office.

Upon execution of the Agreement, one original will be returned to you for your records. Please note, WYDOT will select a consultant to perform the reconnaissance services outlined in this Agreement. Notice to proceed will be given after an Authority for Expenditure (AFE) is established by WYDOT. You will receive formal notification once federal funding is established.

Very truly yours,

JMonahan

Juli Monahan
Planning and Policy Analyst
WYDOT Planning

Enclosures

cc: Project file

COOPERATIVE AGREEMENT BETWEEN THE WYOMING DEPARTMENT OF TRANSPORTATION AND THE CITY OF CODY

1. **Parties.** The parties to this Cooperative Agreement (Agreement) are the Wyoming Department of Transportation (WYDOT), whose address is: 5300 Bishop Boulevard, Cheyenne, Wyoming 82009, and the City of Cody (City), whose address: is 1338 Rumsey Avenue, Cody, Wyoming 82414.

2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which the City and WYDOT will participate in the federally funded, WYDOT administered preparation of a Reconnaissance Report for Surface Transportation Urban Program Project in the City of Cody (Project). The City has designated and WYDOT has approved the location for a Reconnaissance Report of East Sheridan Avenue from 33rd Street to Beacon Hill Road as described in Exhibit A, Location Map, which is attached to and incorporated into this Agreement by this reference. WYDOT and the City will derive a benefit and advantage by reason of having a Reconnaissance Report prepared describing the work to be performed upon the approved corridor.

3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of the Agreement is from Notice to Proceed to March 31, 2027. However, this Agreement shall remain in force as needed until all deliverables are received and accepted by WYDOT, in writing.

4. **Participation of Costs.**

   A. It is understood and agreed by the parties that ninety and forty-nine hundredths percent (90.49%) of the total cost of the Project, estimated at forty-five thousand, two hundred forty-five dollars ($45,245.00), authorized by WYDOT, will be paid with federal aid funds, as shown in Exhibit C, Federal Award Information, which is attached to and incorporated into this Agreement by this reference. The City agrees to reimburse WYDOT for nine and fifty-one hundredths percent (9.51%) of the total cost of the Project, estimated at four thousand, seven hundred fifty-five dollars ($4,755.00).

   B. It is understood by the parties that the percentages specified in Section 4(A) may vary slightly during the life of this Agreement, as dictated by *Federal Notices on Sliding Scale Rates of Federal Aid Participation in Public Lands States.* It is further understood by the parties that the total costs as shown in Exhibit B, Summary of Estimated Project Costs, which is attached to and incorporated into this Agreement by this reference, are estimates only and may vary throughout the life of the Project, and that any such escalation in cost, and the respective parties' responsibilities to pay for such escalation, shall be in accordance with the percentages set forth in Section 4(A). The City shall reimburse WYDOT for the total amount not paid with federal aid funds. If the actual costs go over by twenty percent (20%) of the total estimated costs, both parties must agree upon and sign an amendment for the additional costs.

C. The City agrees to pay its portion of the actual cost of the Project, including indirect costs through the current Indirect Cost Allocation Plan (ICAP) rate as approved by the Federal Highway Administration (FHWA). Estimated costs are set forth in Exhibit B. ICAP is a rate built into WYDOT's accounting system for overhead expenditures for administering a project. The ICAP rate is developed by WYDOT and approved by the FHWA, with the new rate taking effect immediately. The current rate of eleven percent (11%) is effective until September 30, 2027, at which time the rate is subject to change based on FHWA approval. The ICAP rate will be charged on total direct costs on the Project, as shown in Exhibit B.

D. Should the City abandon or indefinitely postpone the Project at any time, or if the Project is not designed within three (3) years of the completion of the Reconnaissance Report, due to the delay or actions by the City, the City shall reimburse WYDOT for the entire cost, including any federal aid portion of the work completed at the time of abandonment.

5. **Reimbursement.** WYDOT will bill the City on a monthly basis unless otherwise agreed upon between the parties. The City shall reimburse WYDOT for its share of actual costs incurred to the Project, less previous payments, within forty-five (45) days after submission of invoice.

6. **Responsibilities of the City.** The City shall:

A. Pay WYDOT in accordance with Sections 4 and 5 above.

7. **Responsibilities of WYDOT.** WYDOT shall:

A. Prepare a Reconnaissance Report that will describe the work necessary for the development of contract plans, work activities, schedule, and anticipated costs including construction, preliminary and construction engineering, right-of-way, and utilities at the location shown in Exhibit A. The Reconnaissance Report will be submitted to the City and WYDOT's Highway Development and District Engineers for their review, comments, and approval. The approved Reconnaissance Report will be the document for issuing Phase 2 Preliminary Engineering.

B. Acknowledge reconnaissance work and the associated report are being conducted with the understanding the City intends to work with WYDOT to complete the work described in the completed Reconnaissance Report.

8. **Special Provisions.**

A. **Administration of Federal Funds.** The City agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by WYDOT.

B. **Assumption of Risk.** The City shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the City's failure to comply with state or federal requirements. WYDOT shall notify the City of any state or federal determination of noncompliance.

C. **Conflict of Interest.** Per 2 CFR 200.112, the City must disclose in writing any potential conflict of interest to WYDOT including financial or other personal interests.

D. **Copyright License and Patent Rights.** The City acknowledges that federal grantor, the State of Wyoming, and WYDOT reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which the City purchases ownership using funds awarded under this Agreement. Subrecipient must consult with WYDOT regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.

E. **Environmental Policy Acts.** The City agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.

F. **Federal Audit Requirements.** The City agrees that if it expends an aggregate amount in excess of the amount set forth in 2 CFR Part 200, Subpart F in federal awards during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Agreement, the City shall provide one (1) copy of the audit report to WYDOT and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to WYDOT's records.

G. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:

(i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;

(ii) Procures a commercial sex act during the period of time that the award is in effect; or

(iii) Uses forced labor in the performance of the award or subawards under the award.

H. **Kickbacks.** The City certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the City breaches or violates this warranty, WYDOT may, at its discretion, terminate this Agreement without liability to WYDOT, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

The City shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the City is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public works to give up any part of the compensation to which he or she is otherwise entitled.

I. **Limitations on Lobbying Activities.** By signing this Agreement, the City certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the City or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

The City and subcontractors may also be required to submit an additional certification statement and disclosure form acceptable to the WYDOT before commencement of the work.

J. **Mandatory Disclosures.** Per 2 CFR 200.113, the City must disclose, in a timely manner, in writing to WYDOT all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for noncompliance including suspension or debarment.

K. **Monitoring Activities.** WYDOT shall have the right to monitor all activities related to this Agreement that are performed by the City or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of Agreement related work.

L. **Nondiscrimination.** The City shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

Federal law requires the City to include all relevant special provisions of this Agreement in every subcontract awarded over ten thousand dollars ($10,000.00) so that such provisions are binding on each subcontractor.

M. **No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.

N. **Non-Supplanting Certification.** The City hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. The City should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.

O. **Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the City and related to the services and work to be performed under this Agreement, shall identify WYDOT as the sponsoring agency and shall not be released without prior written approval of WYDOT.

P. **Program Income.** Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of WYDOT. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to WYDOT.

Q. **Suspension and Debarment.** By signing this Agreement, the City certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, the City agrees to notify WYDOT by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.

R. **Applicability of Appendix II to 2 CFR Part 200.** This Agreement has been funded, in whole or in part, with an Award of Federal funds and is bound by the federal contract provisions required by the Uniform Guidance Appendix II of 2 CFR Part 200 (the Federal Contract Provisions), incorporated herein by this reference. In the event of a conflict between the Special Provisions section of this Agreement, or any attachments or exhibits incorporated herein, and the Federal

Contract Provisions, the Federal Contract Provisions shall control. Failure to comply with the Federal Contract Provisions shall constitute an event of default under this Agreement. If such a default remains uncured five (5) calendar days following the termination of a thirty (30) day prior written notice period, WYDOT may terminate this Agreement. This remedy will be in addition to any other remedy available to the State of Wyoming and WYDOT under this Agreement, at law, or in equity.

9. **General Provisions.**

A. **Amendments.** Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.

B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

C. **Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The City shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of WYDOT.

D. **Audit and Access to Records.** WYDOT and its representatives shall have access to any books, documents, papers, electronic data, and records of the City which are pertinent to this Agreement. All records relevant to this Agreement are subject to audit, including the assessment of the City's overall accounting and internal control system.

E. **Availability of Funds.** Each payment obligation of WYDOT is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for the continued performance of the Agreement, the Agreement may be terminated by WYDOT at the end of the period for which the funds are available. WYDOT shall notify the City at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to WYDOT in the event this provision is exercised, and WYDOT shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

F. **Award of Related Agreements.** WYDOT may award supplemental or successor agreements for work related to this Agreement or may award agreements to other contractors for work related to this Agreement. The City shall cooperate fully with other contractors and WYDOT in all such cases.

G. **Compliance with Laws.** The City shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.

H. **Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the City in the performance of this Agreement shall be kept confidential by the City unless written permission is granted by WYDOT for its release. If and when the City receives a request for information subject to this Agreement, the City shall notify WYDOT within ten (10) days of such request and shall not release such information to a third party unless directed to do so by WYDOT.

I. **Entirety of Agreement.** This Agreement, consisting of eleven (11) pages; Exhibit A, Location Map, consisting of one (1) page; Exhibit B, Summary of Estimated Project Costs, consisting of one (1) page; Exhibit C, Federal Award Information, consisting of one (1) page; and the Federal Contract Provisions, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment, exhibit, or document incorporated by reference, the language of this Agreement shall control.

J. **Ethics.** The City shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*), and any and all ethical standards governing the City's profession.

K. **Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein.

L. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

M. **Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.

N. **Independent Contractor.** The City shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the City shall be free from control or direction over the details of the performance of services under this Agreement. The City shall assume sole responsibility for any debts or liabilities that may be incurred by the City in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the City or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or WYDOT or to incur any obligation of any kind on behalf of the State of Wyoming or WYDOT. The City agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the City or the City's agents or employees as a result of this Agreement.

O. **Insurance Requirements.** The City is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq*., and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, *et seq*., and shall provide a letter verifying its participation in the WARM or LGLP to WYDOT.

P. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.

Q. **Ownership and Return of Documents and Information.** WYDOT is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the City in the performance of this Agreement. Upon termination of services, for any reason, the City agrees to return all such original and derivative information and documents to WYDOT in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.

R. **Patent or Copyright Protection.** The City recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the City or its subcontractors shall violate any such restriction.

S. **Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).

T. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

U. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and WYDOT expressly reserve sovereign immunity by entering into this Agreement and the City expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

V. **Taxes.** The City shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.

W. **Termination of Agreement.** This Agreement may be terminated, without cause, by either party, upon thirty (30) days written notice, which notice shall be delivered by hand or certified mail. If the City terminates this Agreement prior to Project completion, then the City will reimburse WYDOT for all federal-aid funds expended. This Agreement may be terminated by WYDOT immediately for cause if the City fails to perform in accordance with the terms of this Agreement.

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

Y. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.

Z. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.

AA. **Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

BB. **Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the City of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to WYDOT.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

WYOMING DEPARTMENT OF TRANSPORTATION

_______________________________ _______________

Keith R. Fulton, P.E., Chief Engineer Date

ATTESTED BY:

____

Caitlin Casner, Secretary
Transportation Commission of Wyoming

CITY OF CODY

_______________________________ _______________

Lee Ann Reiter, Mayor Date

ATTESTED BY:

____

Tina Gail, City Clerk

Approved as to Form:

_______________________________ _______________

Scott Kolpitcke, Cody City Attorney Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

#253386 1/29/26

Nicholas T. Garcia, Assistant Attorney General Date

Exhibit A

Location Map

Exhibit A to Cooperative Agreement No. 71577 between the Wyoming Department of Transportation and
The City of Cody
Page 1 of 1

Exhibit B Summary of Project Costs

Federal Project STPU-CO 4708007
Cody Streets
East Sheridan Avenue (33rd Street – Beacon Hill Road)
Park County

January 12, 2026

Costs were prepared by WYDOT using 2025 costs.

Item		Cost
Estimated Reconnaissance Cost	=	$45,045.00
11% WYDOT ICAP/Overhead costs		$ 4,955.00
Total Estimated Cost of Reconnaissance	=	$50,000.00

Funding Breakdown:

Federal fund share ($50,000.00 x .9049)	=	$45,245.00
City's Share Portion ($50,000.00 x 0.0951)	=	$ 4,755.00
Total Funding	=	$50,000.00

NOTE: 1) All costs shown are rounded to the nearest dollar.

2) The above figures are for estimating purposes only and are subject to revision throughout the life of this project.

Exhibit C

Federal Award Information - Required by 2 CFR § 200.331

Subrecipient Name: City of Cody

Subrecipient Unique Entity Identifier (UEI): JQFJZD58AN57

Assistance Listing No.: 20.287

Assistance Listing Title: Highway Planning and Construction

Federal Award Identification Number (FAIN): TBD

Federal Award Date: TBD

Federal Award original Agreement: $45,245.00

Budget Period: 01/31/2026 – 03/31/2027

Federal Award Project Description: Preliminary engineering/reconnaissance report

Total Amount of the Federal Award Committed to subrecipient: $45,245.00

Awarding Federal Agency: Federal Highway Administration (FHWA)

Subaward Period of Performance (Start and End date): 01/31/2026 – 03/31/2027

Federal Highway Administration:
Pamela Cypher
Telephone: 307-771-2941
Email: pamela.cypher@dot.gov

Pass-through Agency: Wyoming Department of Transportation (WYDOT)

WYDOT Contact for Confirmation of Funds:
Financial Services
Telephone: 307-777-4469
Email: dotrevenue@wyo.gov

WYDOT Program Mgr.: Julianne Monahan
Telephone: 307-777-4178
Email: julianne.monahan@wyo.gov

Indirect Cost Rate (ICAP): 11%

Project Name: East Sheridan Avenue (33rd Street – Beacon Hill Road)

Recipient County: Park

Agreement No.: 71577

Project No.: STPU-CO 4708007

Total Project Budget: $50,000.00

Research and Development: No