

City of Cody City Council
Executive Session 6:30 p.m. Pursuant to W.S. 16-4-405 (a)(ii) & (a)(iii)
Tuesday, March 3, 2026-7:00 PM
Meeting Place: City of Cody Council Chambers-1338 Rumsey Avenue, Cody, WY

Meeting Called to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Mayor's Recognitions and Announcements

1. Consent Calendar

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

- a. Approval of Minutes from February 17th, 2026 and February 24th, 2026.
Staff Reference: Tina Gail
- b. Approve Vouchers and Payroll in the amount \$1,578,486.56.
Staff Reference: Leslie Brumage
- c. Resolution of Authorization for Condemnation
Staff Reference: Scott Kolpitzke
- d. Wings over Wyoming Mural Grant Agreement
Staff Reference: Tina Gail
- e. Contract Agreement for the Coe Statue located at YRA
Staff Reference:

2. Public Comments

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

3. Public Hearing

4. Conduct of Business

- a. Ordinance 2026-05 Second Reading
An ordinance to 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: Jenny Cramer
- b. Agreement for Independent Contractor Services between the City of Cody and Pawnee Irrigation Evergreen Landscapes for the Dorse Miller Park Irrigation System Replacement

Staff Reference: Phillip Bowman, Jake Moyer

- c. Tree Streets Waterline Replacement Project Phase 2 — Substantial Completion and Retainage Release

Staff Reference: Phillip Bowman, Jake Moyer

- d. Change Order No. 3 with Western Municipal Construction for the North Lift Station Improvements Project

Staff Reference: Phillip Bowman, Jake Moyer

5. Tabled Items

6. Matters from Staff Members

7. Matters from Council Members

8. Adjournment

Upcoming Meetings:

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

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

Council Work Session — Tuesday, March 24, 2026 5:30 p.m.

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

City of Cody
City Council Proceedings
February 17, 2026

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, February 17, 2026 at 7:00 p.m.

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

Absent: None

Council Member Settineri made a motion seconded by Council Member McIsaac to approve the Consent Calendar as presented, including approval of Minutes from the City Council Meeting February 3, 2026, and Work Session on February 10, 2026, approve Vouchers and payroll in the amount of \$1,152,747.29, approve an Amendment to the Clean Water State Revolving Fund Loan Agreement CW169 for the Wastewater Treatment Facility Phase 2 and approve a voucher in the amount of \$5,875.86 from Otte Custom Carpentry for prepayment of materials for the ADA restroom renovations at the City Shop temporary building.

Ordinance No. 2026-05 First Reading

Council Member Shreve made a motion seconded by Council Member Settineri to approve Ordinance 2026-05 to 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. Vote was unanimous.

Council Member Laing motioned to approve the Standard Agreement between the City of Cody and Morrison-Maierle, Inc. for the Belfry Bridge Boat Ramp Project, seconded by Council Member Tamblyn. Vote was unanimous.

Council Member Swett motioned to approve Cooperative Agreement No. 71577, between the Wyoming Department of transportation and the City of Cody for the East Sheridan Avenue Improvements Project using Urban Systems Funding, seconded by Council Member McIsaac. Vote was unanimous.

Council Member Laing motioned to approve the State Revolving Fund DW294 Loan Agreement for the Lead Service Line, seconded by Council Member Tamblyn. Vote was unanimous.

At 7:23 p.m., Council Member Settineri made a motion seconded by Council Member Swett to enter into an executive session pursuant to W.S. 16-4-405(a)(ii) & (a)(iii) to discuss legal action and a personnel matter. Vote was unanimous. At 8:07 p.m., Council Member Settineri made a

motion seconded by Council Member Swett to exit the executive session. Vote was unanimous.

Mayor Reiter adjourned the meeting at 8:07 pm.

Mayor Reiter

Tina Gail, Administrative Services Officer

City of Cody
City Council Proceedings
February 24, 2026

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

Present: Mayor Lee Ann Reiter, Council Members, Joanna Settineri, Jeremy Laing, Kelly Tamblyn, Don F. Shreve Jr, Tim McIsaac and Emily Swett. Anthony Tolstedt, City Administrator, Tina Gail, Administrative Services Officer.
Absent: None

Mike Fink, Aquatics, Facilities & Recreation Director, provided the Governing body with a proposal to offer the community two additional concerts this year for the *Concerts in the Park* series beginning in June as well as mobile vending parking. Staff was provided direction.

Chief Stafford presented the Governing Body information relating to a Proposed Park County Dispatch Radio Console Upgrade. Staff given direction.

Phillip Bowman, Public Works Director provided the Governing Body with an update relating to Change Order No. 3 with Western Municipal Construction for the North Lift Station Improvements Project. An agreement will be presented at the next council meeting for consideration.

Phillip Bowman, Public Works Director, provided the Governing Body with a status update for the Tree Streets Waterline Replacement Project Phase 2 - Substantial Completion and Retainage Release. Staff was provided with direction and will bring back to Council to consider for approval at the next council meeting.

Phillip Bowman, Public Works Director, provided information relating to the Agreement for Independent Contractor Services between the City of Cody and Pawnee Irrigation Evergreen Landscapes for the Dorse Miller Park Irrigation System Replacement Project. Staff was provided with direction and will bring back to Council to consider for approval at the next council meeting.

Mayor Reiter and Tony Tolstedt discussed the most recent needs assessments for the Cody Auditorium, including the updated assessment prepared by Aires Associates, and the potential placement of a special purpose tax on the November 2026 ballot. Further discussion will take place at the March 10 work session to review options and next steps.

Mayor Reiter adjourned the meeting at 6:37 p.m.

Mayor Reiter

Tina Gail, Administrative Services Officer

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
AVI PC INC				
	44481	CONSULTING ON PROJECTS	02/18/2026	201.00
Total AVI PC INC:				201.00
BOOT BARN INC				
	INV00568749	WORK BOOTS	02/11/2026	125.99
	INV00568750	FR CLOTHING	02/11/2026	363.00
Total BOOT BARN INC:				488.99
BOWEN COLLINS & ASSOCIATES				
	40861	PHASE 1 WASTEWATER COLLECTION AND TREATMENT MASTER PLAN	02/16/2026	6,913.50
Total BOWEN COLLINS & ASSOCIATES:				6,913.50
CENTURY LINK				
	02192026	UTILITIES - CENTURY LINK	02/19/2026	65.50
Total CENTURY LINK:				65.50
CITY OF CODY 1				
PETTY CASH REIMBURSEMENT - CIT	22326	PD PETTY CASH - USB COURT AUDIO RECORDING	02/23/2026	5.00
PETTY CASH REIMBURSEMENT - CIT	22326	PD PETTY CASH - TABACCO COMPLIANCE	02/23/2026	28.61
PETTY CASH REIMBURSEMENT - CIT	22326	PD PETTY CASH - ALCOHOL COMPLIANCE	02/23/2026	3.50
PETTY CASH REIMBURSEMENT - CIT	22326	PD PETTY CASH - ALCOHOL COMPLIANCE	02/23/2026	5.20
PETTY CASH REIMBURSEMENT - CIT	22326	PD PETTY CASH - ALCOHOL COMPLIANCE	02/23/2026	5.20
Total CITY OF CODY 1:				47.51
CODY ENTERPRISE LLC				
GILLETTE NEWS RECORD	59800	PO JOB OPENING ADVERTISEMENT	01/31/2026	332.01
GILLETTE NEWS RECORD	60566	LEGAL NOTICES - ORDINANCES	02/10/2026	112.00
GILLETTE NEWS RECORD	60567	PUBLICATION FEES	02/10/2026	1,280.00
Total CODY ENTERPRISE LLC:				1,724.01
COLLECTION SERVICES CENTER				
	21126	GARNISHMENT REMITANCE # 1049403	02/11/2026	461.53
Total COLLECTION SERVICES CENTER:				461.53
COPENHAVER KITCHEN KOLPITCKE LLC				
	56556	LEGAL SERVICES - RECORDS REQUESTS	02/02/2026	1,120.00
	56558	LEGAL SERVICES CONTRACT	02/02/2026	500.00
	56558	LEGAL SERVICES CONTRACT	02/02/2026	4,900.00
	56558	LEGAL SERVICES CONTRACT	02/02/2026	900.00
	56558	LEGAL SERVICES CONTRACT	02/02/2026	900.00
	56558	LEGAL SERVICES CONTRACT	02/02/2026	900.00
	56558	LEGAL SERVICES CONTRACT	02/02/2026	1,000.00
	56558	LEGAL SERVICES CONTRACT	02/02/2026	900.00
Total COPENHAVER KITCHEN KOLPITCKE LLC:				11,120.00
CROWLEY FLECK PLLP				
	1089285	LEGAL SERVICES - MATTER #201268	02/05/2026	4,208.50

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total CROWLEY FLECK PLLP:				4,208.50
DENNY MENHOLT CHEVROLET				
	8306	Replacement AWD SUV	01/28/2026	29,946.00
Total DENNY MENHOLT CHEVROLET:				29,946.00
ENGINEERING ASSOCIATES				
	4509178	TASK ORDER #2 SEPTAGE WASTE RECEIVING FACILITY CONSTRUCTION ADMINISTRATION AND OBSERVATION	09/26/2025	35,123.39
Total ENGINEERING ASSOCIATES:				35,123.39
EVERGREEN DWELLINGS				
	8011	REC CENTER ROOF DESIGN	02/19/2026	2,372.50
Total EVERGREEN DWELLINGS:				2,372.50
FRANDSON SAFETY INC				
	107968	CHLORINE CALIBRATION	11/25/2025	150.00
	108719	CHLORINE CALIBRATION	02/03/2026	150.00
Total FRANDSON SAFETY INC:				300.00
GEM FITNESS INC				
BETTER BODY FITNESS	19857	MAINTENANCE ON FITNESS EQUIPMENT	02/14/2026	996.41
Total GEM FITNESS INC:				996.41
HUBER, WESLEY L				
EAGLE OF CODY PRINTING	20626	WINDOW ENVELOPES	02/06/2026	203.00
EAGLE OF CODY PRINTING	21926	WINDOW ENVELOPES	02/19/2026	58.00
EAGLE OF CODY PRINTING	21926	WINDOW ENVELOPES	02/19/2026	50.00
EAGLE OF CODY PRINTING	21926	WINDOW ENVELOPES	02/19/2026	50.00
EAGLE OF CODY PRINTING	21926	WINDOW ENVELOPES	02/19/2026	250.00
Total HUBER, WESLEY L:				611.00
IMSAND, JAMES B				
	5.1370.33	DEPOSIT REFUND	02/23/2026	47.00
Total IMSAND, JAMES B:				47.00
JCA 01 LLC				
ATTN: SARA N. MILES GENERAL COU	3126	STORM DRAINAGE POND LEASE	03/01/2026	7,500.00
Total JCA 01 LLC:				7,500.00
KINCHELOE PLUMBING AND HEATING				
	160252	PLUMBING SUPPLIES FOR REC	01/13/2026	62.77
Total KINCHELOE PLUMBING AND HEATING:				62.77
LABAN HARVEST LLC				
NO SPOT LEFT BEHIND	1296	CLEANING SERVICES CITY HALL	02/03/2026	1,649.00
NO SPOT LEFT BEHIND	1296	CLEANING SERVICES REC CENTER	02/03/2026	1,999.50
NO SPOT LEFT BEHIND	1296	CLEANING SERVICES AQUATICS	02/03/2026	1,999.50

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total LABAN HARVEST LLC:				5,648.00
LEISURE IN MONTANA INC				
	SAL42166-1	CHEMICALS AND REAGENTS	02/13/2026	230.98
	SAL42166-1	CHEMICALS AND REAGENTS	02/13/2026	230.99
Total LEISURE IN MONTANA INC:				461.97
MILLER, GEORGE				
	101408525	REC CNETER REFUND	02/23/2026	114.91
Total MILLER, GEORGE:				114.91
MINETTE, RICHARD				
	15.1906.11	DEPSOIT REFUND	02/17/2026	47.43
Total MINETTE, RICHARD:				47.43
MOUNTAIN STATES SYSTEMS, LLC				
MSPS	INV142926	HALF OF ITRON ORDER	02/04/2026	7,603.41
MSPS	INV142926	HALF OF ITRON ORDER	02/04/2026	7,603.41
Total MOUNTAIN STATES SYSTEMS, LLC:				15,206.82
NORTHWEST PIPE				
	7522263-1	1/2 LARGE FLEX COUPLER	02/16/2026	189.13
	7522263-1	1/2 LARGE FLEX COUPLER	02/16/2026	189.13
	7536272	NLS VALVES	02/09/2026	7,634.24
	7539686	12" GASKETS	02/10/2026	462.88
Total NORTHWEST PIPE:				8,475.38
ONE-CALL OF WYOMING				
	78434	ONE - CALL FEES	02/09/2026	51.93
	78434	ONE - CALL FEES	02/09/2026	51.92
	78434	ONE - CALL FEES	02/09/2026	51.93
	78434	ONE - CALL FEES	02/09/2026	51.92
Total ONE-CALL OF WYOMING:				207.70
PARK COUNTY ANIMAL SHELTER				
	3012026	ANIMAL SERVICE CONTRACT	03/01/2026	4,166.67
Total PARK COUNTY ANIMAL SHELTER:				4,166.67
PARK COUNTY LANDFILL				
	013126	BULK ITEM DISPOSAL FEES	02/06/2026	150.15
	013126	LANDFILL DISPOSAL FEES	02/06/2026	42,411.40
Total PARK COUNTY LANDFILL:				42,561.55
POMPS TIRE SERVICE INC				
	1780036536	C01/C06	02/05/2026	2,792.20
Total POMPS TIRE SERVICE INC:				2,792.20

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
PRINT INC				
POWELL TRIBUNE	2390293	ADVERTISEMENT FOR POSITION	02/10/2026	168.00
POWELL TRIBUNE	2390386	VACANT POSITIONS ADVERTISEMENT FOR FACILITIES	02/17/2026	168.00
POWELL TRIBUNE	2390387	PERSONAL ADVERTISING	02/17/2026	168.00
Total PRINT INC:				504.00
PURCHASE POWER				
	2202026	FINANCE/AP	02/20/2026	94.35
	2202026	CITY CLERK	02/20/2026	1.48
	2202026	CITY PLANNER	02/20/2026	669.64
	2202026	COURT	02/20/2026	64.54
	2202026	GRANTS	02/20/2026	9.29
	2202026	PUBLIC WORKS	02/20/2026	12.87
	2202026	PW LEAD SERVICE LINE	02/20/2026	754.84
	2202026	PAYROLL/HR	02/20/2026	105.82
	2202026	POLICE	02/20/2026	10.44
	2202026	REC	02/20/2026	65.86
	2202026	UTILITIES	02/20/2026	203.79
	2202026	REFILL	02/20/2026	41.99
Total PURCHASE POWER:				2,034.91
ROCKY MOUNTAIN POWER				
	02192026	UTILITIES - ROCKY MTN POWER	02/19/2026	36.78
	02192026	UTILITIES - ROCKY MTN POWER	02/19/2026	313.85
Total ROCKY MOUNTAIN POWER:				350.63
RYNOS RENTALS LLC				
	18909-2	POWER ANGLE BROOM	02/12/2026	80.40
Total RYNOS RENTALS LLC:				80.40
SABER PEST CONTROL LLC				
	AUD208	PEST CONTROL - AUDITORIUM	02/03/2026	100.00
	CH208	PEST CONTROL - CITY HALL	02/03/2026	70.00
	REC208	PEST CONTROL - REC	02/03/2026	105.00
	REC208	PEST CONTROL - REC	02/03/2026	105.00
Total SABER PEST CONTROL LLC:				380.00
SYSTEMS GRAPHICS INC				
ADVANCED INFO SYSTEMS	16955	OUTSOURCE BILLS	02/13/2026	5.16
ADVANCED INFO SYSTEMS	16955	OUTSOURCE BILLS	02/13/2026	32.71
ADVANCED INFO SYSTEMS	16955	OUTSOURCE BILLS	02/13/2026	29.27
ADVANCED INFO SYSTEMS	16955	OUTSOURCE BILLS	02/13/2026	29.27
ADVANCED INFO SYSTEMS	16955	OUTSOURCE BILLS	02/13/2026	37.87
ADVANCED INFO SYSTEMS	16955	OUTSOURCE BILLS	02/13/2026	37.87
ADVANCED INFO SYSTEMS	16956	OUTSOURCE BILLS	02/13/2026	12.23
ADVANCED INFO SYSTEMS	16956	OUTSOURCE BILLS	02/13/2026	77.46
ADVANCED INFO SYSTEMS	16956	OUTSOURCE BILLS	02/13/2026	69.31
ADVANCED INFO SYSTEMS	16956	OUTSOURCE BILLS	02/13/2026	69.31
ADVANCED INFO SYSTEMS	16956	OUTSOURCE BILLS	02/13/2026	89.69
ADVANCED INFO SYSTEMS	16956	OUTSOURCE BILLS	02/13/2026	89.70
ADVANCED INFO SYSTEMS	16957	OUTSOURCE BILLS	02/13/2026	6.35
ADVANCED INFO SYSTEMS	16957	OUTSOURCE BILLS	02/13/2026	40.22
ADVANCED INFO SYSTEMS	16957	OUTSOURCE BILLS	02/13/2026	35.99

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
ADVANCED INFO SYSTEMS	16957	OUTSOURCE BILLS	02/13/2026	35.99
ADVANCED INFO SYSTEMS	16957	OUTSOURCE BILLS	02/13/2026	46.57
ADVANCED INFO SYSTEMS	16957	OUTSOURCE BILLS	02/13/2026	46.56
Total SYSTEMS GRAPHICS INC:				791.53
TYLER TECHNOLOGIES INC				
	C1100-0023619	SIGNATURE PAD MAINTENANCE FEE	11/30/2025	26.25
Total TYLER TECHNOLOGIES INC:				26.25
WELLS FARGO COMMERICAL CARD				
	022426	Fuel	02/24/2026	24.00
	022426	Calendar supplies for the city calendar.	02/24/2026	21.63
	022426	Car wash	02/24/2026	11.00
	022426	Car wash	02/24/2026	13.00
	022426	Tools	02/24/2026	750.00
	022426	Car wash	02/24/2026	15.00
	022426	Router	02/24/2026	133.47
	022426	Kleenex	02/24/2026	35.29
	022426	Signage	02/24/2026	2.49
	022426	Tools	02/24/2026	199.98
	022426	casters	02/24/2026	14.00
	022426	Refund Hotel Tax WAM	02/24/2026	36.14-
	022426	Hand Sanitizer refills.	02/24/2026	25.51
	022426	Gas masks & canisters	02/24/2026	298.35
	022426	MEETING REFRESHMENTS	02/24/2026	16.47
	022426	Tools	02/24/2026	750.00
	022426	maintenance of fitness equipment	02/24/2026	641.19
	022426	marking paint	02/24/2026	72.31
	022426	marking paint	02/24/2026	72.30
	022426	marking paint	02/24/2026	86.76
	022426	casters	02/24/2026	185.96
	022426	Uniform guidance training	02/24/2026	499.00
	022426	Signage	02/24/2026	14.99
	022426	Binders	02/24/2026	49.63
	022426	Pitney Bowes	02/24/2026	729.42
	022426	Repairs to sauna	02/24/2026	142.12
	022426	brass return	02/24/2026	122.08-
	022426	Tools	02/24/2026	15.99
	022426	Early subscription, pulling from Infrastructure upgrade. Needed for upgrade and min two seats.	02/24/2026	300.00
	022426	cleaning supplies for lab	02/24/2026	58.86
	022426	breakroom supplies	02/24/2026	38.02
	022426	Per LB, charged for items that we haven't received yet. instructed to use this code-JK	02/24/2026	2,077.02
	022426	Utilities - City of Cody	02/24/2026	427.22
	022426	Utilities - City of Cody	02/24/2026	3.15
	022426	Tools	02/24/2026	49.47
	022426	Photography training for detectives	02/24/2026	40.00
	022426	brass return	02/24/2026	76.42-
	022426	Software Subscription	02/24/2026	20.00
	022426	nuts and bolts	02/24/2026	27.37
	022426	Office Supplies	02/24/2026	28.41
	022426	Sign boards	02/24/2026	75.96
	022426	dumpster paint	02/24/2026	350.99
	022426	Street Survival Training C04	02/24/2026	299.00
	022426	Supplies	02/24/2026	8.75
	022426	Open AI Subscription	02/24/2026	20.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
	022426	uniform embroidery	02/24/2026	10.00
	022426	Duty Caps	02/24/2026	407.04
	022426	Advertisement AI Training	02/24/2026	10.00
	022426	Advertisement AI Training	02/24/2026	10.00
	022426	Annual Subscription	02/24/2026	55.00
	022426	Network Infrastructure Upgrade	02/24/2026	19,565.40
	022426	Monitors for Karin Bergum	02/24/2026	184.98
	022426	Postage	02/24/2026	2.44
	022426	FUEL	02/24/2026	27.41
	022426	CHLS	02/24/2026	224.25
	022426	CompTIA Network+ certificate training guide	02/24/2026	47.04
	022426	Supplies	02/24/2026	8.50
	022426	Procure software for ASAP/KOM	02/24/2026	129.00
	022426	Printer Toners	02/24/2026	248.75
	022426	crimp dies	02/24/2026	420.78
	022426	WAM Travel	02/24/2026	30.04
	022426	Vehicle Maint	02/24/2026	31.23
	022426	Remote Site Tailscale Routers	02/24/2026	3,032.00
	022426	Printer Toner	02/24/2026	104.89
	022426	Gloves	02/24/2026	13.59
	022426	WAM Hotel Tax Refund	02/24/2026	36.14-
	022426	Gas Masks & Canisters	02/24/2026	855.09
	022426	WAM Hotel Tax Refund	02/24/2026	36.14-
	022426	Little League RR	02/24/2026	24.16
	022426	ICC Code Books	02/24/2026	105.00
	022426	WGGA	02/24/2026	26.65
	022426	Car Wash	02/24/2026	12.00
	022426	WAM Travel	02/24/2026	52.07
	022426	meeting refreshments	02/24/2026	15.48
	022426	C03	02/24/2026	2,992.70
	022426	WAM Conference	02/24/2026	471.21
	022426	WAM Conference	02/24/2026	471.21
	022426	WAM Conference	02/24/2026	314.14
	022426	RM meter school	02/24/2026	640.00
	022426	saw chains repair	02/24/2026	44.99
	022426	pole saw	02/24/2026	799.99
	022426	Utilities - Verizon	02/24/2026	24.25
	022426	Utilities - Verizon	02/24/2026	137.81
	022426	Utilities - Verizon	02/24/2026	20.02
	022426	Utilities - Verizon	02/24/2026	38.39
	022426	Utilities - Verizon	02/24/2026	156.86
	022426	Utilities - Verizon	02/24/2026	20.02
	022426	Utilities - Verizon	02/24/2026	60.03
	022426	Utilities - Verizon	02/24/2026	96.80
	022426	Utilities - Verizon	02/24/2026	38.39
	022426	Utilities - Verizon	02/24/2026	252.01
	022426	Utilities - Verizon	02/24/2026	20.02
	022426	Utilities - Verizon	02/24/2026	38.39
	022426	Utilities - Verizon	02/24/2026	38.39
	022426	Utilities - Verizon	02/24/2026	45.89
	022426	Utilities - Verizon	02/24/2026	90.15
	022426	Utilities - Verizon	02/24/2026	12.53
	022426	Utilities - Verizon	02/24/2026	25.87
	022426	Utilities - Verizon	02/24/2026	66.41
	022426	Utilities - Verizon	02/24/2026	32.15
	022426	Utilities - Verizon	02/24/2026	26.66
	022426	Utilities - Verizon	02/24/2026	80.55
	022426	Utilities - Verizon	02/24/2026	50.52

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
	022426	Utilities - Verizon	02/24/2026	223.35
	022426	Utilities - Verizon	02/24/2026	143.27
	022426	Utilities - Verizon	02/24/2026	38.37
	022426	galvanized parts	02/24/2026	40.95
	022426	WAM Winter Conference	02/24/2026	314.14
	022426	WAM Tax Refund	02/24/2026	54.21-
	022426	Approval stamps	02/24/2026	22.78
	022426	WAM Hotel Tax Refund	02/24/2026	36.14-
	022426	WAM Hotel Tax Refund	02/24/2026	54.21-
	022426	WAM Conference	02/24/2026	314.14
	022426	WAM Conference	02/24/2026	314.14
	022426	Cummins Diagnostic Software	02/24/2026	141.18
	022426	Cummins Diagnostic Software	02/24/2026	47.06
	022426	Cummins Diagnostic Software	02/24/2026	282.35
	022426	Cummins Diagnostic Software	02/24/2026	47.06
	022426	Cummins Diagnostic Software	02/24/2026	235.29
	022426	Cummins Diagnostic Software	02/24/2026	47.06
	022426	WGGA	02/24/2026	232.78
	022426	Boots x 2	02/24/2026	379.97
	022426	WGGA	02/24/2026	37.67
	022426	Salt	02/24/2026	13.99-
	022426	Switches, Backup NAS, UPS, and HA File Server	02/24/2026	61,531.19
	022426	safety glasses	02/24/2026	55.88
	022426	Association of State FloodPlain Manager Renewal	02/24/2026	180.00
	022426	Specialty cable for Ethan Wallace	02/24/2026	115.50
	022426	WGGA	02/24/2026	64.48
	022426	filters A03 A15 A07 A18 A22 A102	02/24/2026	77.95
	022426	filter I01, battery B35	02/24/2026	164.85
	022426	parts washer pump	02/24/2026	247.65
	022426	spark plugs and wires B40X, alternator F02, gaskets belts B06, gilter B15, radiator B06	02/24/2026	900.57
	022426	glass cleaner	02/24/2026	6.80
	022426	battery C08	02/24/2026	468.48
	022426	filter B41	02/24/2026	5.36
	022426	filter B41 B27 B34, coupling E05	02/24/2026	32.84
	022426	Large Site Tailscale routers	02/24/2026	8,907.03
	022426	Toner for Admin Services	02/24/2026	669.12
	022426	Earmolds for acoustic tubes	02/24/2026	123.91
	022426	Salt	02/24/2026	13.99
	022426	WGGA	02/24/2026	232.78
	022426	WGGA	02/24/2026	232.78
	022426	Supplies	02/24/2026	177.99
	022426	lighted connector	02/24/2026	14.99
	022426	ASAP food	02/24/2026	15.00
	022426	Special Event Prizes	02/24/2026	4.00
	022426	Advertising prizes.	02/24/2026	3.69
	022426	Activity Workbooks for Schools	02/24/2026	532.16
	022426	C08	02/24/2026	26.02
	022426	Toner cartridges	02/24/2026	1,075.44
	022426	Toner Cartridges	02/24/2026	514.36
	022426	Envelope Sealer	02/24/2026	9.59
	022426	Car Wash	02/24/2026	11.00
	022426	C03	02/24/2026	865.15
	022426	Batteries	02/24/2026	79.61
	022426	car was	02/24/2026	596.51
	022426	WRPA Spring workshop	02/24/2026	25.00
	022426	APWA	02/24/2026	325.00
	022426	G17	02/24/2026	212.11
	022426	Supplies	02/24/2026	39.98

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
	022426	WAM Travel	02/24/2026	53.86
	022426	SFPs for Fortinet Firewall CH	02/24/2026	697.26
	022426	C03	02/24/2026	178.76
	022426	Utilities - City of Cody	02/24/2026	445.15
	022426	Utilities - City of Cody	02/24/2026	.10
	022426	Utilities - City of Cody	02/24/2026	6.09
	022426	Utilities - City of Cody	02/24/2026	863.10
	022426	Utilities - City of Cody	02/24/2026	10,896.32
	022426	Utilities - City of Cody	02/24/2026	84.70
	022426	WGGA	02/24/2026	23.01
	022426	B40x	02/24/2026	69.74
	022426	Signage	02/24/2026	91.96
	022426	WGGA	02/24/2026	72.35
	022426	Fortigate Firewalls - CH - Elec	02/24/2026	21,351.94
	022426	Wrench	02/24/2026	16.47
	022426	Remote site APC UPSs	02/24/2026	6,025.16
	022426	Gas card didn't work	02/24/2026	40.78
	022426	Server SFPs and Fiber Cables	02/24/2026	583.56
	022426	WAM Travel	02/24/2026	63.77
	022426	C03	02/24/2026	32.28
	022426	Softball sockets	02/24/2026	357.54
	022426	RMC APWA Conference JM	02/24/2026	108.33
	022426	RMC APWA Conference JM	02/24/2026	108.33
	022426	RMC APWA Conference JM	02/24/2026	108.34
	022426	Switch and Firewall Fiber Parts	02/24/2026	2,041.80
	022426	C03	02/24/2026	55.20
	022426	ratchet strap	02/24/2026	7.99
	022426	Fortinet 90G Firewall for City Shop Network Upgrade	02/24/2026	3,004.22
	022426	Cleaning	02/24/2026	54.90
	022426	printer ink	02/24/2026	115.48
	022426	Tools	02/24/2026	92.98
	022426	Server Room KVMs	02/24/2026	1,712.29
	022426	Supplies	02/24/2026	11.12
	022426	Intel 770 NIC SFPs	02/24/2026	255.24
	022426	Cisco SFPs for City Hall	02/24/2026	386.16
	022426	UA/Evidence to Lab	02/24/2026	7.12
	022426	RR paint	02/24/2026	16.28
	022426	Cisco SFPs for Cody PD Servers	02/24/2026	386.16
	022426	Toner Cartridges	02/24/2026	401.98
	022426	Signage	02/24/2026	6.99
	022426	Car Wash	02/24/2026	18.00
	022426	Risk assessments	02/24/2026	246.71
	022426	Laptop screen extender	02/24/2026	94.99
	022426	Progreen	02/24/2026	875.08
	022426	Office Supplies	02/24/2026	29.63
	022426	Cold Plunge Repairs	02/24/2026	16.14
	022426	Progreen	02/24/2026	875.08
	022426	Toner cartridge	02/24/2026	258.97
	022426	Progreen	02/24/2026	18.13
	022426	Progreen	02/24/2026	53.90
	022426	Fixing locks on steam room door	02/24/2026	175.00
	022426	Progreen	02/24/2026	75.00
	022426	City Shop Network Upgrades Server Room Parts	02/24/2026	1,942.70
	022426	Equipment for fitness classes/upstairs workout area.	02/24/2026	62.29
	022426	Car Wash	02/24/2026	12.00
	022426	Progreen	02/24/2026	875.08
	022426	Progreen	02/24/2026	875.08
	022426	Car Wash	02/24/2026	12.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
	022426	ProGreen	02/24/2026	58.98
	022426	Car Wash	02/24/2026	12.00
	022426	Progreen	02/24/2026	83.35
	022426	G01	02/24/2026	3,090.32
	022426	Tools	02/24/2026	129.99
	022426	boot return	02/24/2026	198.89-
	022426	Cluster Servers for Datacenter	02/24/2026	60,950.00
	022426	GIS Membership subscription	02/24/2026	50.00
	022426	Flagger training	02/24/2026	235.04
	022426	B44	02/24/2026	105.00
	022426	Flagger training	02/24/2026	18.99
	022426	Car Wash	02/24/2026	11.00
	022426	marking paint	02/24/2026	13.58
	022426	Progreen	02/24/2026	85.16
	022426	Flagger training	02/24/2026	30.30
	022426	APWA Membership JM	02/24/2026	131.00
	022426	APWA Membership JM	02/24/2026	131.00
	022426	Car Wash	02/24/2026	13.00
	022426	Vendor EIN Verification	02/24/2026	8.95
	022426	Signage	02/24/2026	27.98
	022426	Progreen	02/24/2026	88.50
	022426	Car Wash	02/24/2026	5.00
	022426	Progreen	02/24/2026	81.26
	022426	Equipment	02/24/2026	31.17
	022426	Printer toner for Comm Dev	02/24/2026	601.90
	022426	Flagger training	02/24/2026	25.00
	022426	GFOA Class	02/24/2026	105.00
	022426	Irrigation	02/24/2026	310.00
	022426	Signage	02/24/2026	69.94
	022426	gloves	02/24/2026	15.98
	022426	Progreen	02/24/2026	54.56
	022426	filters	02/24/2026	44.97
	022426	FUEL CAP FOR SAW	02/24/2026	8.49
	022426	Car Wash	02/24/2026	11.00
	022426	Toner for Commdev	02/24/2026	219.89
	022426	Flagger training	02/24/2026	386.25
	022426	Progreen	02/24/2026	18.97
	022426	Printer toner ordered by Vel for Comm Dev	02/24/2026	306.41
	022426	paint	02/24/2026	471.46
	022426	primer	02/24/2026	32.97
	022426	Clocks for back office and conference room	02/24/2026	51.11
	022426	Stamps	02/24/2026	156.00
	022426	Car Wash	02/24/2026	12.00
	022426	ASAP Snacks	02/24/2026	281.04
	022426	Pin for speed bag	02/24/2026	.65
	022426	Stamps	02/24/2026	29.00
	022426	Progreen	02/24/2026	50.00
	022426	A104	02/24/2026	109.99
	022426	A107	02/24/2026	99.99
	022426	Refund	02/24/2026	18.24-
	022426	Tailscale Credit - Monthly Promo	02/24/2026	1.44
	022426	Cleaning & Janitorial plus vacuum repairs for the Rec Center	02/24/2026	762.68
	022426	Cleaning & Janitorial Supplies	02/24/2026	607.64
	022426	Cleaning & Janitorial Supplies	02/24/2026	607.64
	022426	Cleaning & Janitorial Supplies	02/24/2026	607.64
	022426	TRAINING	02/24/2026	1,345.50
	022426	Car Wash	02/24/2026	11.00
	022426	Car Wash	02/24/2026	13.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
	022426	Paint	02/24/2026	371.94
	022426	Firewall for CPD	02/24/2026	4,140.62
	022426	paint	02/24/2026	25.77
	022426	Refund for keyboard tray	02/24/2026	97.84-
	022426	galv fittings	02/24/2026	40.49
	022426	Top handle saw	02/24/2026	1,054.59
	022426	meeting refreshments	02/24/2026	22.47
	022426	Car Wash	02/24/2026	11.00
	022426	PO Box	02/24/2026	16.00
	022426	CO2 tanks	02/24/2026	82.50
	022426	CO2 tanks.	02/24/2026	82.50
	022426	shirts for racquetball tournament	02/24/2026	884.00
	022426	Tools / Consumables for Vel	02/24/2026	158.15
	022426	UA/Evidence to Lab	02/24/2026	6.58
	022426	linseed oil	02/24/2026	34.99
	022426	Utilities - City of Cody	02/24/2026	2,541.27
	022426	Utilities - City of Cody	02/24/2026	.10
	022426	Utilities - City of Cody	02/24/2026	1,250.03
	022426	Utilities - City of Cody	02/24/2026	19.66
	022426	Utilities - City of Cody	02/24/2026	688.71
	022426	Utilities - City of Cody	02/24/2026	506.64
	022426	Utilities - City of Cody	02/24/2026	594.15
	022426	Utilities - City of Cody	02/24/2026	1,213.49
	022426	Utilities - City of Cody	02/24/2026	574.56
	022426	Supplies	02/24/2026	34.97
	022426	gloves	02/24/2026	25.98
	022426	Utilities - City of Cody	02/24/2026	705.51
	022426	Utilities - City of Cody	02/24/2026	14.12
	022426	Utilities - City of Cody	02/24/2026	150.87
	022426	Utilities - City of Cody	02/24/2026	438.89
	022426	Utilities - City of Cody	02/24/2026	9.97
	022426	Utilities - City of Cody	02/24/2026	.20
	022426	Utilities - City of Cody	02/24/2026	9.97
	022426	Utilities - City of Cody	02/24/2026	726.36
	022426	Utilities - City of Cody	02/24/2026	9.97
	022426	Utilities - City of Cody	02/24/2026	294.37
	022426	Utilities - City of Cody	02/24/2026	9.97
	022426	Utilities - City of Cody	02/24/2026	54.60
	022426	Utilities - City of Cody	02/24/2026	9.97
	022426	Utilities - City of Cody	02/24/2026	1,364.94
	022426	Utilities - City of Cody	02/24/2026	1,364.93
	022426	Supplies	02/24/2026	6.61
	022426	Signage	02/24/2026	109.99
	022426	linseed oil	02/24/2026	47.07
	022426	Car Wash	02/24/2026	12.00
	022426	Utilities - City of Cody	02/24/2026	983.45
	022426	Utilities - City of Cody	02/24/2026	799.14
	022426	Utilities - City of Cody	02/24/2026	1,286.28
	022426	Utilities - City of Cody	02/24/2026	16.70
	022426	Utilities - City of Cody	02/24/2026	15.92
	022426	Utilities - City of Cody	02/24/2026	6,623.26
	022426	Utilities - City of Cody	02/24/2026	6,586.30
	022426	Utilities - City of Cody	02/24/2026	16.70
	022426	Utilities - City of Cody	02/24/2026	1,058.75
	022426	Utilities - City of Cody	02/24/2026	5.79
	022426	propane	02/24/2026	83.46
	022426	propane return	02/24/2026	83.46-
	022426	Utilities - City of Cody	02/24/2026	430.73

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
	022426	propane	02/24/2026	80.25
	022426	Equipment	02/24/2026	36.98
	022426	lock for the front desk drawers	02/24/2026	15.18
	022426	New locks for the front desk money drawers	02/24/2026	1.20-
	022426	Disney Plus	02/24/2026	18.99
	022426	G06	02/24/2026	8.88
	022426	Batteries for City Hall	02/24/2026	12.99
	022426	Nuts/bolts for Steam room	02/24/2026	.68
	022426	Nuts & bolts for steam room.	02/24/2026	.45
	022426	Food 4 SFST Training	02/24/2026	27.73
	022426	DRL & Tap hex 5 pc for steam room door.	02/24/2026	32.99
	022426	Car Wash	02/24/2026	12.00
	022426	NASRO Conference C25	02/24/2026	368.41
	022426	Keypad entry lock for Vel's office at City Hall	02/24/2026	149.99
	022426	White board markers for the trainers upstairs.	02/24/2026	8.59
	022426	Uniform Guidance Training - C. Sticka	02/24/2026	499.00
	022426	Uniform Guidance Training - N. Traylor	02/24/2026	499.00
	022426	Printer toner for Maintenance	02/24/2026	78.89
	022426	shop towels	02/24/2026	68.08
	022426	wrench	02/24/2026	12.12
	022426	grease and oil	02/24/2026	248.04
	022426	NASRO Conference C25	02/24/2026	25.24
	022426	G06	02/24/2026	15.27
	022426	threadlock	02/24/2026	64.58
	022426	Salt cover	02/24/2026	17.83
	022426	Cell Phone	02/24/2026	44.67
	022426	Cell Phones	02/24/2026	201.59
	022426	Cell Phones	02/24/2026	89.34
	022426	Cell Phones	02/24/2026	848.73
	022426	Air Cards	02/24/2026	891.88
	022426	Cell Phones	02/24/2026	187.59
	022426	Cell Phone	02/24/2026	62.53
	022426	Cell Phone	02/24/2026	44.67
	022426	Utilities - TCT	02/24/2026	136.40
	022426	Utilities - TCT	02/24/2026	98.20
	022426	Utilities - TCT	02/24/2026	1,757.69
	022426	Utilities - TCT	02/24/2026	120.45
	022426	Utilities - TCT	02/24/2026	218.56
	022426	Utilities - TCT	02/24/2026	570.35
	022426	Utilities - TCT	02/24/2026	570.35
	022426	Utilities - TCT	02/24/2026	66.45
	022426	Utilities - TCT	02/24/2026	98.20
	022426	Utilities - TCT	02/24/2026	218.56
	022426	Utilities - TCT	02/24/2026	160.00
	022426	Utilities - TCT	02/24/2026	225.18
	022426	Utilities - TCT	02/24/2026	98.35
	022426	Utilities - TCT	02/24/2026	100.25
	022426	boots	02/24/2026	198.89
	022426	1099 Filing Service	02/24/2026	222.70
	022426	Interviews IT	02/24/2026	85.95
	022426	IT Interview	02/24/2026	12.48
	022426	Kleenex	02/24/2026	30.99
	022426	Wire	02/24/2026	1,474.55
	022426	Hosting Service for police.codywy.gov	02/24/2026	240.00
	022426	Rec Pool Scrubber, distilled water	02/24/2026	5.98
	022426	Insulation sealant Auditorium	02/24/2026	13.98
	022426	hotel for line design school	02/24/2026	592.16
	022426	Pool supplies	02/24/2026	148.45

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
	022426	travel fuel, receipt was not given at pump	02/24/2026	26.47
	022426	Signage	02/24/2026	159.98
	022426	CO2	02/24/2026	59.28
	022426	Signage	02/24/2026	57.45
	022426	spotify music for fitness classes	02/24/2026	19.99
	022426	Early subscription, pulling from infrastructure upgrade. Needed for upgrade and min two seats.	02/24/2026	300.00
Total WELLS FARGO COMMERICAL CARD:				302,519.11
WESTERN UNITED ELECTRIC SUPPLY				
	6165177	BUSHING COVERS	02/17/2026	1,133.20
Total WESTERN UNITED ELECTRIC SUPPLY:				1,133.20
WOLFF INDUSTRIES, INC				
KEELE SANITATION	823532	PORTABLE RESTROOMS	01/31/2026	212.50
Total WOLFF INDUSTRIES, INC:				212.50
WOOD, ERIK				
	22026	PROFESSIONAL FEES AND SERVICES - WITNESS FEES	02/20/2026	15.00
Total WOOD, ERIK:				15.00
WYOMING CHILD SUPPORT				
	21126	Garnishment Remittance # 227551	02/11/2026	323.07
Total WYOMING CHILD SUPPORT:				323.07
WYOMING MUNICIPAL POWER AGENCY				
	20260101	WMPA - ENERGY USE	02/12/2026	320,786.24
	20260101	WMPA DEMAND CHARGE - COINCIDENT PEAK	02/12/2026	373,825.39
	20260101	WMPA DEMAND CHARGE - NON-COINCIDENT PEAK	02/12/2026	55,021.92
Total WYOMING MUNICIPAL POWER AGENCY:				749,633.55
Grand Totals:				1,239,876.39
Payroll Totals				338,610.17
Total				1,578,486.56

Report Criteria:

Detail report.
Invoices with totals above \$0 included.
Paid and unpaid invoices included.
Invoice Detail.Input date = 02/24/2026
Invoice.Batch = {NOT LIKE} "1"

RESOLUTION 2026-4
RESOLUTION OF AUTHORIZATION FOR CONDEMNATION

COMES NOW the City of Cody and hereby makes the following Resolution as permitted and required by the Constitution of the State of Wyoming and by Wyoming Statutes Annotated § 1-16-512.

WHEREAS the City of Cody operates storm water retention ponds (hereinafter “Ponds”) on lands owned by JCA 1, LLC, a Wyoming limited liability company (hereinafter JCA).

WHEREAS the Ponds provide an important public benefit by allowing for the controlled discharge of stormwater and by protecting the citizens and property owners of the City of Cody from the dangers to person and property that are likely to arise from uncontrolled stormwater runoff.

WHEREAS the City of Cody must acquire JCA’s land in fee simple in order to maintain and operate existing stormwater drainage ponds that were installed on the lands pursuant to a lease agreement with a prior owner and which constitute a critical and necessary public purpose.

WHEREAS JCA’s property which Cody seeks to acquire is specifically identified in Exhibit A attached hereto but is generally described as a 4.46 acre parcel located at the Northwest corner of Big Horn Ave. and Cooper Lane W., Cody, Wyoming (hereinafter the “Property”).

WHEREAS Cody is authorized to exercise the power of eminent domain to acquire the Property necessary for its operations pursuant to Article 1, Section 32 of the Wyoming Constitution and Wyo. Stat. Ann. §§ 1-26-801, 1-26-802 and Wyo. R. Civ. P. 71.1.

WHEREAS after significant negotiations related to the leasing of the Property between the City of Cody and JCA that were unsuccessful, Cody sought to purchase the property.

WHEREAS the parties engaged in prolonged negotiations in the months that followed.

WHEREAS in response to JCA's concerns, Cody increased its purchase offer and made other accommodations to ensure that the concerns expressed by JCA were answered.

WHEREAS JCA and the City of Cody were unable to reach acceptable terms on the purchase of the Property.

WHEREFORE the City of Cody hereby finds that the acquisition of the Property is necessary and appropriate to meet the needs of the citizens of the City of Cody and to protect from the impacts of uncontrolled storm water drainage.

IT IS THEREFORE resolved that the City of Cody authorizes the commencement and prosecution of a condemnation action as permitted by law to acquire the Property for the continued use in managing stormwater drainage and for the continued benefit of the people of the City of Cody.

PASSED, APPROVED AND ADOPTED THE 3RD DAY OF MARCH 2026.

Lee Ann Reiter, Mayor

Attest:

Tina Gail, Administrative Services Officer



Meeting Date: March 3, 2026 Department: Finance Staff Reference: Tina Gail

AGENDA ITEM SUMMARY REPORT
Wings over Wyoming Mural Grant Agreement

PROPOSED ACTION:

Authorize the Mayor to execute a Contract between Wyoming State Parks and Cultural Resources and the City of Cody for participation in the Semiquincentennial Grant Program.

SUMMARY OF INFORMATION:

In September 2025 Council approved an MOU agreement with Newsome Investments for a public art mural installation at the Pioneer Building, 1305 Sherdian Avenue. The City applied for funding for the mural through the Wyoming State Parks and Cultrual Resources division.

The City of Cody has been awarded funding under the Wyoming Semiquincentennial Grant Program for the project titled “Wings Over Wyoming Mural: A Tribute to 250 Years of Freedom.” The City will receive \$9,000 from the grant after execution of the agreement, with the remaining funds received after the final project report is submitted.

FISCAL IMPACT:

The mural is estimated to cost \$12,300 and will be paid for with funding from the following sources:

\$10,000 grant funds

\$ 1,800 pledged from the building owner

\$ 500 CPAC donations

There are no City funds used on this project.

ATTACHMENTS:

1. Semiquincentennial Grant Agreement
2. Mural Project Budget

**CONTRACT BETWEEN
WYOMING STATE PARKS AND CULTURAL RESOURCES
AND
CITY OF CODY**

1. **Parties.** The parties to this Contract are Wyoming State Parks and Cultural Resources (Agency), whose address is: 2301 Central Avenue, Barrett Building, 4th Floor, Cheyenne, WY 82002, and City of Cody (Subgrantee) (Vendor Number: VC0000086443), whose address is: PO Box 2200, Cody, WY 82414.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Subgrantee shall expend Semiquincentennial Grant Program funds for the "Wings Over Wyoming Mural: A Tribute to 250 Years of Freedom" Project.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from Effective Date through September 30, 2026. The project performance period is through June 30, 2026.
4. **Payment.**
 - A. The Agency agrees to pay the Subgrantee as described in Attachment A, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed ten thousand dollars (\$10,000.00). Payment in the amount of nine thousand dollars (\$9,000.00) shall be made upon execution of this contract, and the remaining one thousand dollars (\$1,000.00) will be paid upon completion of the project, and submission and approval of the final report.
 - B. No payment shall be made for work performed before the Effective Date of this Contract. Should the Subgrantee fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Subgrantee performs its duties and responsibilities to the satisfaction of Agency.
 - C. Except as otherwise provided in this Contract, the Subgrantee shall pay all costs and expenses, including travel, incurred by Subgrantee or on its behalf in connection with Subgrantee's performance and compliance with all of Subgrantee's obligations under this Contract.
5. **Responsibilities of Subgrantee.** The Subgrantee agrees to:
 - A. Expend grant funds for the referenced Semiquincentennial Grant Program project.
 - B. Submit final report no later than August 31, 2026.
6. **Responsibilities of Agency.** The Agency agrees to:

- A. Pay Subgrantee in accordance with Section 4 above.
- B. Review final report in a timely manner.

7. **General Provisions.**

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

- G. Compliance with Laws.** The Subgrantee shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract shall be kept confidential by the Contractor unless written permission is granted by the Agency for its release. If and when Contractor receives a request for information subject to this Contract, Contractor shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- I. Entirety of Contract.** This Contract, consisting of seven (7) pages; and Attachment A, consisting of three (3) pages, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.
- J. Ethics.** Subgrantee 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 Subgrantee's profession.
- K. Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein.
- L. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- M. Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. Independent Contractor.** The Subgrantee shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Subgrantee shall be free from control or direction over the details of

the performance of services under this Contract. The Subgrantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Subgrantee in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Subgrantee or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Subgrantee 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 Subgrantee or the Subgrantee's agents or employees as a result of this Contract.

- O. Nondiscrimination.** The Subgrantee shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.
- P. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.
- Q. Notice of Sale or Transfer.** The Subgrantee shall provide the Agency with notice of any sale, transfer, merger, or consolidation of the assets of the Subgrantee. Such notice shall be provided in accordance with the notices provision of this Contract and, when possible and lawful, in advance of the transaction. If the Agency determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Subgrantee's obligations under this Contract, then the Agency may, at its discretion, terminate or renegotiate the Contract.
- R. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract. Upon termination of services, for any reason, Contractor agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.
- S. Patent or Copyright Protection.** The Subgrantee 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

Subgrantee or its subcontractors will violate any such restriction. The Subgrantee shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.

- T. **Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).
- U. **Insurance Requirements.** Contractor is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, et seq., and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, et seq., and shall provide a letter verifying its participation in the WARM or LGLP to the Agency.
- V. **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 Subgrantee, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval from the Agency.
- W. **Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- X. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Contract and the Contractor expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as 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. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the State of Wyoming and its agencies or instrumentalities to agree to certain terms and conditions supplied by the Contractor, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Contract or any attachments or documents incorporated by reference will not be binding on the State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either

against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

- Y. Taxes.** The Subgrantee 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.
- Z. Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated by the Agency immediately for cause if the Subgrantee fails to perform in accordance with the terms of this Contract. If at any time during the performance of this Contract, in the opinion of the Agency, the work is not progressing satisfactorily or within the terms of this Contract, then, at the sole discretion of the Agency and after written notice to the Subgrantee, the Agency may terminate this Contract or any part of it. As of the termination date, the Subgrantee will be entitled to a pro rata payment for all work accomplished and accepted by the Agency; however, the Subgrantee shall be liable to the Agency for the entire cost of replacement services for the duration of the Contract term.
- AA. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- BB. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- CC. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- DD. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- EE. Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Subgrantee of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

AGENCY:

Wyoming State Parks and Cultural Resources

Nicholas L. Neylon, Deputy Director

Date

SUBGRANTEE:

City of Cody

Lee Ann Rieter, Mayor

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Jodi A. Darrough #253268
Jodi A Darrough, Senior Assistant Attorney General

1-26-20
Date

Mural Project Budget

Project Name: Pioneer Building/Newsome Investments/Wyoming250

Location:1305 Sheridan (Exterior West Wall)

Income / Funding

- Wyoming 250 - Grant Funds: \$10,000
- In-Kind Contributions (Wall Prep): \$1800
- CPAC Funding: \$500

Total Income: \$12,300

Expenses

1. Artist Costs

- Artist Fee(s): \$9,000

2. Materials & Supplies

- Paints / Brushes/Supplies: \$500

3. Site Prep & Installation

- Wall Preparation (marine grade plywood): \$1,800

5. Administration & Miscellaneous

- Community Engagement: \$200
- Interpretive Signage: \$800

Total Expenses: \$12,300

STATUE LOAN AND EXHIBITION AGREEMENT

THIS STATUE LOAN AND EXHIBITION AGREEMENT is made and entered into by and between the Henry Coe Family (whose primary point of contact and representative is HR Coe), the City of Cody (hereinafter referred to as “City”) and the Yellowstone Regional Airport Joint Powers Board (hereinafter referred to as “YRA”).

W I T N E S S E T H :

WHEREAS, the Henry Coe Family commissioned and paid for a life-size bronze statue of Henry “Hank” Coe (the “Statue”); and

WHEREAS, the Statue is currently located in the terminal at Yellowstone Regional Airport; and

WHEREAS, the Henry Coe Family, the City and YRA wish to enter into this Agreement regarding the display of the Statue.

NOW, THEREFORE, in consideration of the mutual promises outlined herein, the parties hereby agree as follows:

1. The City and YRA do not hold legal title to the Statue, ownership of the Statue shall remain with the Henry Coe Family.
2. The City and YRA reserve the right to change the location of the Statue within the terminal; however, the Henry Coe Family will be advised that the Statue is being moved prior to any change in location. The Henry Coe Family may terminate this Agreement and remove the Statue if they do not agree with the new location.
3. The Henry Coe Family is fiscally responsible for the conservation and repair of the Statue.
4. Either party will have the right to terminate this Agreement with thirty (30) days written notice to the other party. If the Agreement is terminated, the Henry Coe Family will be responsible for any expenses necessary to remove the Statue from the terminal.
5. In the event of the incapacitation or death of the current designated contact, the Henry Coe Family will provide the City and YRA with the name of the new designated contact for the Henry Coe Family.
6. Wyoming law, without regard to its conflicts of laws principles, shall govern the construction and enforcement of this Agreement.
7. This Agreement contains the entire agreement of the parties and supersedes all prior oral or written agreements and understandings with respect to the subject matter. This Agreement may not be amended or modified except in writing sign by both parties.

8. City does not waive its governmental immunity by entering into this Agreement, and expressly reserves the right to assert immunity as a defense to any action arising out of this Agreement. City expressly reserves the immunity, defenses, limitations and other right provided under the Wyoming Governmental Claim Act.

The effective date of this Agreement is the last date of signature below.

Yellowstone Regional Airport Joint Powers

Board

By: _____

Title: _____

Dated: _____

City of Cody

By: _____

Mayor

Attest:

Tina Gail, Administrative Services Officer

Dated: _____

Henry Coe Family

By _____

HR Coe, Representative

Dated: _____

Meeting Date: March 3, 2026 Department: Community Development Staff Reference: Jenny Cramer
--

AGENDA ITEM SUMMARY REPORT

Ordinance 2026-05 Second Reading

An ordinance to 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:

Approve, modify or reject ordinance 2026-05.

SUMMARY OF INFORMATION:

Update from first reading: Staff has not been provided with any new information regarding this rezone. Furthermore, we have not received any additional comments or objections to the rezone request.

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.



Recommendation from the Planning, Zoning and Adjustment Board:

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 was given to City Council from the Planning, Zoning and Adjustment Board.

Neighboring Properties:

<i>DIRECTION</i>	<i>EXISTING USE</i>	<i>ZONING</i>
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 upholstery 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.**



The Cody Zoning ordinance does not have specific criteria outlined for granting or denying rezone requests.

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

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.

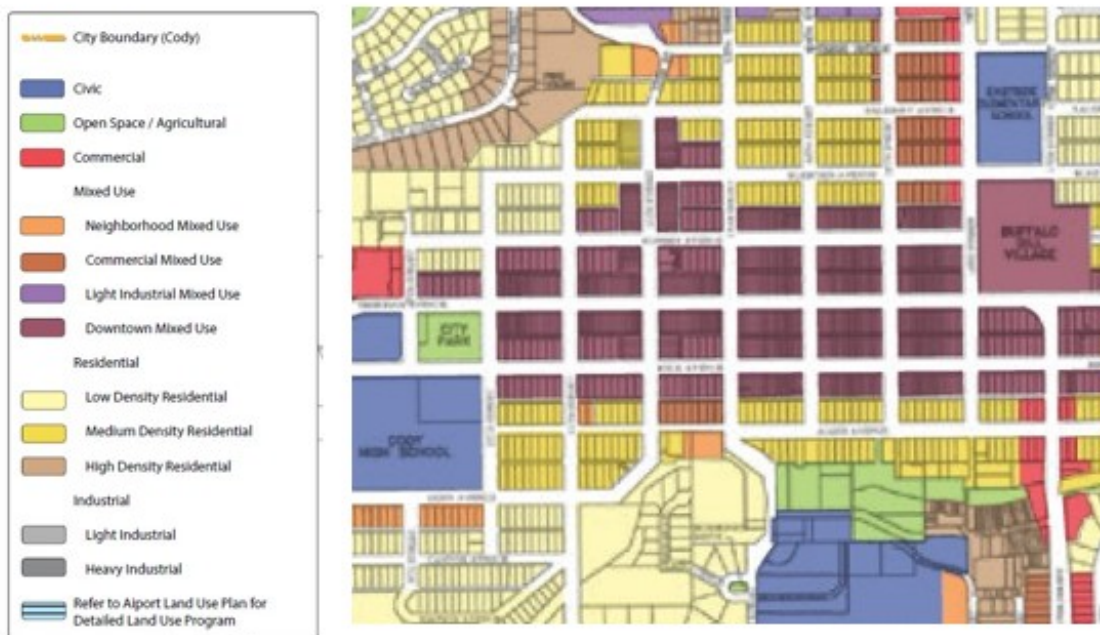
Downtown Mixed Use: The downtown mixed use designation is intended to provide abundant opportunities for retail, hospitality, personal service, and residential uses in a compact, pedestrian-friendly setting. This area should offer a range of things for both residents and visitors to do and see, both 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.

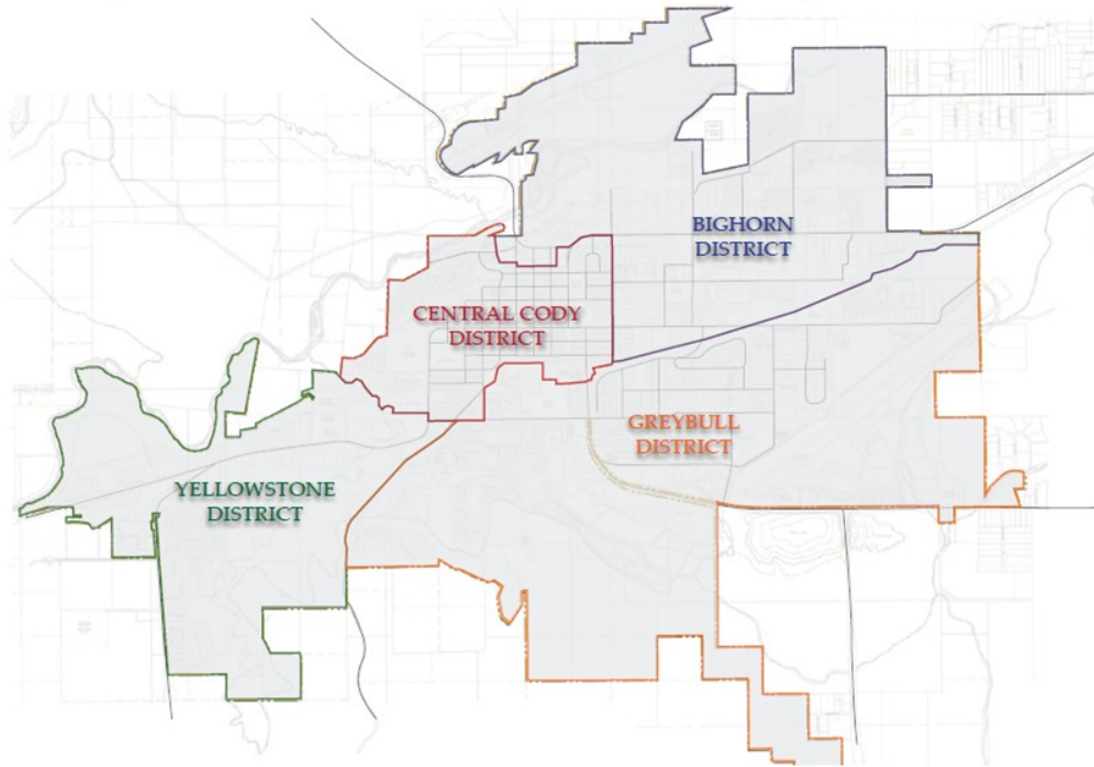
9.2.a. *Downtown Vitality.* Allow a concentration of visitor attractions, community amenities, and mixed-use housing downtown to increase visitation and enhance the vitality of the downtown area.

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, an 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.



FISCAL IMPACT:

No direct fiscal impact to the City of Cody is expected.

ATTACHMENTS:

1. Ordinance 2026-05
2. Letter with Signatures
3. Flory Signature
4. Newspaper Proof of Notice
5. Neighbor notification form
6. 1502 Beck No objection
7. 1227 14th St Comments
8. 1413 Alger Objection
9. 1420 Beck Rezone Property
10. 1426 Beck Rezone Property
11. 1432 Beck Rezone Property
12. 1444 Beck Rezone Property
13. Jan Riley Email response to City Council

ORDINANCE 2026-05

AN ORDINANCE REZONING LOTS 1,2,3,4,5,6,7,8,9,10,11,12 AND THE N. 65'8" OF LOTS 15 & 16, BLOCK 14, ORIGINAL TOWN OF CODY, TO GENERAL BUSINESS (D-2).

WHEREAS, the City of Cody received a rezone application from Sarah Skiffington, together with Jan Riley, Thomas Brolin, Mary Morehouse, Rand Flory and Douglas & Gale Sunderland 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);

WHEREAS, the Planning and Zoning Board held a properly advertised public hearing on February 5, 2026;

WHEREAS, the governing body of the City of Cody has reviewed the application, staff report, and public comments and finds that it is in the best interest of the public to rezone 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 to General Business (D-2);

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

Section 1: That the following described property shall be and the same is hereby rezoned to General Business (D-2), as set forth in City of Cody Code Title 10.

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, Park County, Wyoming.

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

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

PASSED ON FIRST READING: February 17, 2026

PASSED ON SECOND READING: _____

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

ATTEST:

Lee Ann Reiter, Mayor

Tina Gail, Administrative Service Officer

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
1432 Beck Ave.
Cody, WY.

 Date 10/30/25

Actually I Can, LLC
1426 Beck Ave.
Cody, WY.

 Date 10/30/25
SARAH SKIFFINGTON
president

Jan Riley
1438 Beck Ave.
Cody, WY.

 Date 31 Oct 25

Douglas and Gale Sunderland
1420 Beck Ave.
Cody, WY.

Date _____
Date _____

Thomas R. Brolin
1202 14th Street
Cody, WY.

Richard J. Brolin

Date 10/31/2025

Mary Moorehouse
1416 Beck Ave.
Cody, WY.

Mary Moorehouse

Date 10/31/2025

Douglas and Gale Sunderland
1420 Beck Ave.
Cody, WY.

Douglas Sunderland Date 11/7/25
Gale Sunderland Date 11/7/25

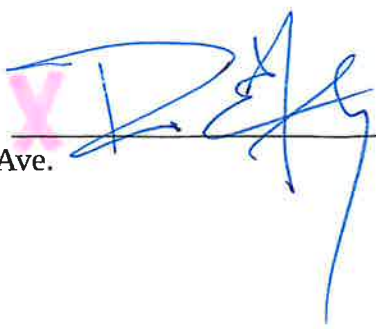
Thomas R. Brolin
1202 14th Street
Cody, WY.

_____ Date _____

Mary Moorehouse
1416 Beck Ave.
Cody, WY.

_____ Date _____

Rand Flory
1444 Beck Ave.
Cody, WY.

A handwritten signature in blue ink, appearing to be 'Rand Flory', written over a horizontal line.

Date

A handwritten date in blue ink, '06 JAN 26', written over a horizontal line.

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:

Date: January 12, 2026

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: _____

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**

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Dear Planning and Zoning Board Members:

I am familiar with the proposed rezone.

☒ I have **NO OBJECTION** to the rezone request.

Name 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: js@plan11c.org



Jenny Cramer <jcramer@codywy.gov>

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

1 message

Andrew A Victors <happyype@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 <happyype@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:

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Date: January 12, 2026

Cody City Planner

P.O. Box 2200

Cody, WY 82414

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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: Zimmer 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: _____

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Dear Planning and Zoning Board Members:

I am familiar with the proposed rezone.

☒ I have NO OBJECTION to the rezone request.

Name

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.

☒ 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: _____

Please return your comments by January 26, 2026 to:

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

Legend

- Red: Residential Medium Density (R-2)
- Orange: Residential Single-Family (R-1)
- Yellow: Residential Single-Family (R-1.5)
- Green: Residential Single-Family (R-1.5)
- Blue: Commercial

Residential_Zoning

- Red: Residential Medium Density (R-2)
- Orange: Residential Single-Family (R-1)
- Yellow: Residential Single-Family (R-1.5)
- Green: Residential Single-Family (R-1.5)
- Blue: Commercial

Commercial

- Blue: Commercial (C-2)

Page 55 of 77

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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: _____



Utana Dye <utanadye@codywy.gov>

Fwd: Zoning change for Beck Ave

Jenny Cramer <jcramer@codywy.gov>
To: Utana Dye <utanadye@codywy.gov>

Tue, Feb 17, 2026 at 1:14 PM

----- Forwarded message -----

From: **jan riley** <janriley27@gmail.com>
Date: Tue, Feb 17, 2026 at 1:12 PM
Subject: Zoning change for Beck Ave
To: <ktamblyn@codywy.gov>, <dshreve@codywy.gov>, <jlaign@codywy.gov>, <tmcissac@codywy.gov>, <jsettineri@codywy.gov>, <lreiter@codywy.gov>, <swett@codywy.gov>
Cc: sarah skiffington <sdscis@gmail.com>, <jcramer@codywy.gov>

Dear Mayor and City Council members,

My name is Jan Riley, living at 1438 Beck Ave, and one of the applicants asking for the zoning change on our block to D-2.

I'm writing today to ask you to support the zoning change, which really only recognizes the actual changes that have taken place.

The traffic patterns alone make it very clear that although there are residences, the area is no longer "residential".

Please consider the requests of the applicants and vote to change our zoning to D-2.

Thank you for your time, and your willingness to participate in our local government!

Jan Riley
307.899.9241

Sent from my iPhone

--

Jenny Cramer
City Planner
City of Cody
PO Box 2200
[1338 Rumsey Ave.](#)
[Cody, WY 82414](#)
Phone: (307) 527-3475
Fax: (307) 527-6532

DISCLAIMER: [City of Cody](#) electronic correspondence and associated file attachments are public records and may be subject to disclosure in the event of a public records request.

Meeting Date: March 3, 2026 Department: Administration Staff Reference: Phillip Bowman, Jake Moyer

AGENDA ITEM SUMMARY REPORT

Agreement for Independent Contractor Services between the City of Cody and Pawnee Irrigation Evergreen Landscapes for the Dorse Miller Park Irrigation System Replacement

PROPOSED ACTION:

Approve the Agreement for Independent Contractor Services between the City of Cody and Pawnee Irrigation Evergreen Landscapes for the irrigation system replacement at Dorse Miller Park and authorize the mayor to sign all documents.

SUMMARY OF INFORMATION:

This Agreement will authorize Pawnee Irrigation to perform a complete irrigation system replacement and upgrade at Dorse Miller Park, per Exhibit A in the attached agreement. City Staff solicited quotes from 3 separate vendors for this work, and two irrigation contractors submitted a quote (and the third declined to submit a quote). Pawnee Irrigation was found to be the best value for the City, and City Staff recommends entering into the Agreement with Pawnee Irrigation for this project. The project is anticipated to start in April 2026 and be completed by June 1, 2026.

FISCAL IMPACT:

The Agreement for Independent Contractor Services has a lump sum fee of \$49,060. The Approved FY 2026 Budget includes \$50,000 of funding for irrigation upgrades at Dorse Miller Park in the Grounds Maintenance division.

ATTACHMENTS:

1. Pawnee Dorse Miller Irrigation Upgrade

AGREEMENT FOR
INDEPENDENT CONTRACTOR
SERVICES

THIS AGREEMENT is made and entered into by and between Steve Hollingsworth, d/b/a Pawnee Irrigation Evergreen Landscapes (hereinafter INDEPENDENT CONTRACTOR), and the City of Cody, Wyoming, a Wyoming municipal corporation, (hereinafter CITY) as of the date last signed by the parties below.

RECITALS

A. CITY wishes to install an underground sprinkler system at Dorse Miller Park, located at 2500 Carter Ave., Cody, Park County, Wyoming.

B. INDEPENDENT CONTRACTOR is qualified, willing and able to provide the SERVICES to the CITY as an independent contractor.

WHEREFORE, in consideration of the mutual promises, covenants and representations described below, the parties agree as follows:

1. INDEPENDENT CONTRACTOR shall install an underground sprinkler system at Dorse Miller Park (hereinafter the SERVICES) to CITY as described on the attached Exhibit A, which is the Estimate 1339 dated 01/27/2025, 2025. INDEPENDENT CONTRACTOR shall commence work on April 1, 2026. The SERVICES shall be completed on or before June 1, 2026. INDEPENDENT CONTRACTOR shall coordinate with CITY officials prior to commencing work, and shall provide to CITY plans, drawings, descriptions, layouts and details

to ensure that the lines, sprinklers, controllers, valves and other fixtures are located in a manner acceptable to CITY. INDEPENDENT CONTRACTOR shall perform the SERVICES in a professional, workmanlike manner, consistent with the industry standards for services of the same nature. The means and methods of providing such services shall be determined by INDEPENDENT CONTRACTOR.

2. CITY shall compensate INDEPENDENT CONTRACTOR a total amount not to exceed \$49,060.00 for the work described above. INDEPENDENT CONTRACTOR shall submit to CITY an invoice on a monthly basis. Each invoice shall describe in detail the hours worked, and the work performed, the quantity, nature and proportion of the SERVICES which INDEPENDENT CONTRACTOR has completed up through the date of the invoice, and the quantity and nature of materials used. CITY shall pay such invoice within 45 days of receipt, unless CITY objects to any portion of the invoice, in which case, CITY shall notify INDEPENDENT CONTRACTOR of such objections within fifteen days of receiving the invoice, and shall describe the basis for the objections. CITY shall pay such portion of the invoice to which CITY does not object. Payments shall not constitute a waiver of CITY'S right to object to other portions of INDEPENDENT CONTRACTOR'S invoice or future invoices.

3. INDEPENDENT CONTRACTOR is not an employee of CITY. CITY is

relying on INDEPENDENT CONTRACTOR'S professional education, training, experience and skills to provide the SERVICES. CITY shall not control the means, methods or techniques INDEPENDENT CONTRACTOR uses to perform the SERVICES. INDEPENDENT CONTRACTOR shall be solely responsible for payment of any and all taxes due on compensation that INDEPENDENT CONTRACTOR receives. INDEPENDENT CONTRACTOR and its employees, agents and sub-contractors are not eligible for and will not receive any CITY benefits.

4. Either party may terminate this agreement at any time, with or without cause, upon giving written notice to the other party. No term shall be implied by this agreement, and no modifications may be made to this agreement except by a written instrument approved and signed by both parties.

5. INDEPENDENT CONTRACTOR shall indemnify and hold harmless CITY for any and all property damage, losses, injuries, death and damages of any kind arising out of INDEPENDENT CONTRACTOR'S negligent, willful or intentional acts, errors and omissions (hereinafter INDEPENDENT CONTRACTOR'S actions). This indemnification obligation shall include, but not be limited to, negligence on behalf of any employee, agent, subcontractor, and any other individual performing work on behalf of or under the supervision of INDEPENDENT CONTRACTOR (hereinafter AGENTS).

This indemnification obligation shall include any and all monetary losses, judgments, settlements, costs, fees (including but not limited to attorney's fees) incurred by CITY as a result of, or associated with INDEPENDENT CONTRACTOR'S actions, and actions of CONTRACTOR'S AGENTS.

6. INDEPENDENT CONTRACTOR shall maintain a general liability insurance policy with limits of not less than \$1,000,000.00 (one million and no/100 dollars) from a insurance carrier licensed in the State of Wyoming. INDEPENDENT CONTRACTOR shall provide proof of such insurance to CITY upon entering into this agreement, and such policy shall be subject to approval by CITY, which approval shall not be unreasonably withheld.

7. By entering into this agreement, CITY does not waive its governmental immunity, and does not waive the defenses and limitations provided under Wyoming law, including but not limited to the Wyoming Constitution, and the Wyoming Governmental Claims Act. CITY expressly reserves the right to assert immunity as a defense to any action arising under this Agreement.

THE REST OF THIS PAGE IS LEFT

INTENTIONALLY BLANK

CITY OF CODY:

BY: _____

LEE ANN, MAYOR

Date: December _____, 2025.

Attest: _____

TINA GAIL, CLERK

INDEPENDENT CONTRACTOR:

 _____

Steve Hollingsworth

Date: Dec 30, 2025

Exhibit A

PAWNEE IRRIGATION
EVERGREEN LANDSCAPES
1901 BIG HORN AVE
CODY, WY 82414-8443
+13075874256
steve_pawnee@yahoo.com
pawneeirrigationcody.com

ADDRESS

City of Cody
Parks & Recreation Dept.
P.O. Box 2200
Cody, WY 82414

Estimate 1339

DATE 01/27/2025

EXPIRATION DATE 02/27/2025

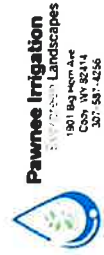
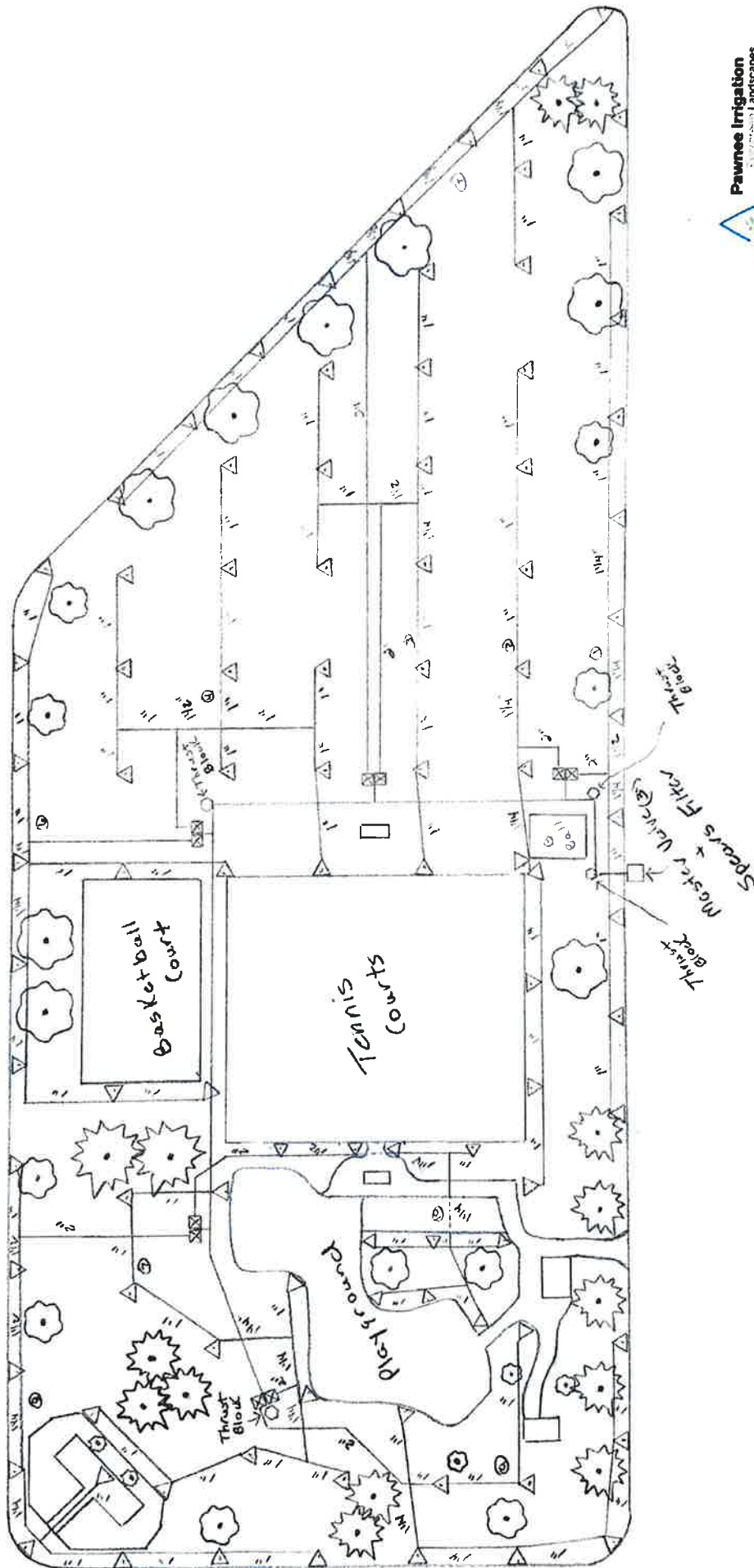
DATE	DESCRIPTION	QTY
	Install 10 Zone Automatic Underground Sprinkler System at Dorse Miller Park	
	Install Rainbird ESP ME Controller	1
	3" Master Valve	1
	2 1/2" Spears 100 GPM Filter	1
	Standard Valve Box	6
	Install Hunter I-25 Adjustable Rotor Sprinklers	88
	1" Spears Swing Joints	88
	Install Hunter I-20 Adjustable Rotor Sprinklers	10
	Install 3" PVC pipe and fittings per plan	440
	Install 2" PVC pipe and fittings per plan	760
	Install 1 1/2" PVC pipe and fittings per plan	200
	Install 1 1/4" PVC pipe and fittings per plan	700
	Install 1" PVC pipe and fittings per plan	2,800
	Misc. Parts	1
	2" Rainbird PESB Valve	10
	Equipment Needed: Trencher	1
	Thrust Blocks	4

50% down - Balance due upon completion

SUBTOTAL 49,060.00

TAX 0.00

TOTAL \$49,060.00



Pawnee Irrigation
 Landscape
 1301 Bagwell Ave
 Cash, WY 82413
 307.587.4256

Designed by: Steve Hollingsworth

Dorse Miller Park			
SCALE: 1" = 30'	APPROVED BY:	DRAWN BY: S	DRAWING NUMBER:
DATE: 5/28/24	REVIEWED:		
Gary Wheeler + Eric Casay			
City of Cody - Parks Dept			

Meeting Date: March 3, 2026 Department: Public Works Staff Reference: Phillip Bowman, Jake Moyer

AGENDA ITEM SUMMARY REPORT

Tree Streets Waterline Replacement Project Phase 2 — Substantial Completion and Retainage Release

PROPOSED ACTION:

Authorize City Staff to issue Substantial Completion and start the Retainage Release process for the Tree Streets Waterline Replacement Project Phase 2

SUMMARY OF INFORMATION:

The City of Cody entered into a contract with Wilson Brothers Construction for the Tree Streets Waterline Replacement Project Phase 2 in July 2025. In accordance with the contract with Wilson Brothers and state regulations, a retainage amount of 5% of each monthly payment was withheld to ensure satisfactory completion of the project and resolution of any outstanding issues.

The Phase 2 Project has reached Substantial Completion, and all contracted work has been inspected by the City's engineering consultant, Engineering Associates, as well as City Staff. The Substantial Completion documents and the punch list were issued to Wilson Brothers on February 11, 2026.

Upon approval of the Phase 2 Project as Substantially Complete by the City Council, the project will be advertised in the Cody Enterprise for 41 days to allow any vendors, subcontractors, or material supplies to submit claims to the City against the retainage held. After completion of the advertisement period, the Mayor will be allowed to sign the Retainage Release Form to allow all retainage held on the project to be released to Wilson Brothers.

This item was discussed at the City Council Work Session held on February 24, 2026, and no modifications to the actions described above have been made since that meeting. With approval of this item, City Staff will issue Substantial Completion on the project and start the advertisement period to complete the Retainage Release on the Phase 2 Project.

FISCAL IMPACT:

This action has no direct fiscal impact on the City. After approving the Certificate of Substantial Completion and advertising the project for 41 days, the City will release all retainage held on the Phase 2 Project.

ATTACHMENTS:

1. Certificate of Substantial Completion

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Cody, Wyoming Owner's Project No.: 2024-11
Engineer: ENGINEERING ASSOCIATES Engineer's Project No.: 23029.00
Contractor: Wilson Brothers Construction, Inc. Contractor's Project No.:
Project: TREE STREETS WATERLINE REPLACEMENT – PHASE 2
Contract Name: TREE STREETS WATERLINE REPLACEMENT – PHASE 2

This ☐ Preliminary ☒ Final Certificate of Substantial Completion applies to:

☒ All Work ☐ The following specified portions of the Work:

TREE STREETS WATERLINE REPLACEMENT – PHASE 2

Date of Substantial Completion: **February 11, 2025**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: ☐ None ☒ As follows:

- Security, Operations, Safety, Protection of Work, Maintenance, Heat, Utilities, and Property Insurance.

Amendments to Contractor's Responsibilities: ☐ None ☒ As follows:

- Warranties and Guarantees.

The following documents are attached to and made a part of this Certificate:

Phase 2 Construction Punchlist

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer – ENGINEERING ASSOCIATES

By (signature):



Name (printed): Ian K. Morrison

Title: Project Managaer

Copy to: Contractor, Owner

Tree Steets Water Line Replacement Project Phase 2

Punch List

1. Turn Fire Hydrants so 6" outlet faces the street, 6 in total.
 - 714+86, 404+44, 503+71, 509+82, 603+86, 610+17
2. Remove old existing fire hydrants, 2 in total
 - 500+05, 504+50
3. Drill hole and install trace wire inside valve box for the hydrant valve at 610+17

*All pavement patches will be covered during phase 1 before completion

AGENDA ITEM SUMMARY REPORT

Change Order No. 3 with Western Municipal Construction for the North Lift Station Improvements Project

PROPOSED ACTION:

Consider approval of Change Order No. 3 with Western Municipal Construction for the North Lift Station Improvements Project

SUMMARY OF INFORMATION:

The City Council approved the award of the North Lift Station Improvements Project (Project) to Western Municipal Construction (WMC) in the amount of \$910,500 on April 15, 2025. The City Council also approved Change Order No. 1 with WMC on December 16, 2025, and Change Order No. 2 on February 3, 2026. With approval of Change Order No. 1 and Change Order No. 2, the current contract value with WMC is \$906,248.52, the Substantial Completion date is March 27, 2026, and the Final Completion date is April 24, 2026. WMC and their subcontractors are actively performing work on the Project with good progress taking place.

Change Order No. 3 has been prepared by the City's engineering consultant, HDR Engineering, to address three (3) items that have a cost and schedule impact:

- Bypass Manhole elimination (CPR #5) - a modification to the bypass pumping design was proposed by WMC and accepted by HDR, with a resultant cost savings of \$8,117.02.
- Wet Well and piping modifications (CPR #6) - upon draining and cleaning of the wet well, an existing pipe that was planned to remain in place was found to be extremely deteriorated and in need of replacement. The scope of work with this pipe replacement and the associated wet well and dry well modifications has a resultant cost increase of \$11,844.15.
- New Flow Meter (CPR #7) - the original project scope did not include replacement of the existing flow meter in the lift station, and it was planned to remain in place as a cost savings measure for the project. During the course of WMC's work the existing flow meter was mistakenly submerged underwater. HDR and the City have required that the existing flow meter be fully tested and repaired if needed, but WMC has found that parts are not available for the existing flow meter due to its age. As an alternative, WMC has proposed to replace the flow meter with a new one (at direct cost to the City) and provide all labor for the new flow meter installation at no cost. City Staff supports this alternative and feels it is a benefit to the overall project. Approval of this alternative will require additional contract time of 60 days to have the new flow meter ordered and delivered to the project site.

Including the items above, Change Order No. 3 will result in an increased project cost of \$9,961.93 and bring the total contract value with WMC to \$916,210.45. This change order will also add 60 days to the contract time, with a new Substantial Completion date of May 26, 2026 (previously March 27, 2026) and new Final Completion date of June 23, 2026 (previously April 24, 2026).

Change Order No. 3 was discussed with the City Council at the Work Session held on February 24, 2026, and no modifications have been made to the change order documents since that meeting. City Staff recommends approval of Change Order No. 3 as attached.

FISCAL IMPACT:

Approval of Change Order No. 3 will require a future Budget Amendment to the FY 2026 Budget. The awarded contract amount with WMC was \$910,500, and Change Order No. 3 will increase the total contract value to \$916,210.45. The additional cost of \$5,710.45 will be drawn from the unassigned cash balance available in the Wastewater Enterprise Fund.

ATTACHMENTS:

1. Change Order No. 3 with Western Municipal Construction
2. FY 2026 Budget Amendment Request for Change Order No. 3

CHANGE ORDER NO.: 3

Owner: City of Cody
Engineer: HDR Engineering
Contractor: Western Municipal Construction, Inc.
Project: City of Cody PW Shop North Lift Station
Improvements
Contract Name: City of Cody PW Shop North Lift Station
Improvements
Date Issued: 2/18/26

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

Effective Date of Change Order: 2/18/26

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

Description:

1. (CREDIT) Credit for Bypass Manhole; CPR#5

- a. The elimination of the new bypass manhole originally shown in the Contract Documents was determined to be unnecessary for the revised construction approach. This credit is reflected in **CPR #5**.

Price: **Credit of \$8,117.02**

2. (ADDER) Core New Holes Into Dry-Well; CPR#6

- a. It was observed that a portion of the existing force main piping at the connection between the wet well and the dry pit is in deteriorated condition and unsuitable for reuse. At the time of bidding, access to the wet well was not available, and this short section of piping was therefore not included in the bid scope, as it was anticipated the existing pipe could be utilized to make the final connection to the new construction. New core drilled holes were required to complete this work. This adder is reflected in **CPR #6**.

Price: **Adder of \$11,844.15**

3. (ADDER) New Flowmeter Installation; CPR#7

- a. It was determined that the original flow meter was submerge rated and, after the flooding incident, its current condition is uncertain. At the time of installation, it was anticipated that the existing meter would remain suitable for continued service; however, following the submergence event, the status of the unit is in question. Replacement parts are now obsolete due to equipment age. The Contractor will procure the new meter, and compensation under this Change Order is limited strictly to the actual cost of the equipment, including applicable sales tax, with no Contractor mark-up, overhead, or profit applied. This adder is reflected in **CPR #7**.

Price: **Adder of \$6,234.80**

Total: Adder of \$9,961.93

Completion Dates:

Substantial: +60 Days

Final: +60 Days

Attachments:

CPR#5, CPR#6, CPR#7

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>910,500</u>	Original Contract Times: Substantial Completion: <u>February 20th, 2026</u> Ready for final payment: <u>March 20th, 2026</u>
Decrease from previously approved Change Orders No. 1 to No.2: \$ <u>4,251.48</u>	Increase from previously approved Change Orders No.2 to No.3: Substantial Completion: <u>33 Calendar Days</u> Ready for final payment: <u>33 Calendar Days</u>
Contract Price prior to this Change Order: \$ <u>906,248.52</u>	Contract Times prior to this Change Order: Substantial Completion: <u>March 27th, 2026</u> Ready for final payment: <u>April 24th, 2026</u>
Increase [Decrease] this Change Order: \$ <u>9,961.93</u>	Increase this Change Order: Substantial Completion: <u>60 days</u> Ready for final payment: <u>60 days</u>
Contract Price incorporating this Change Order: \$ <u>916,210.45</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>May 26th, 2026</u> Ready for final payment: <u>June 23rd, 2026</u>

Recommended by Engineer (if required)	Accepted by Contractor
By: <u></u>	<u></u>
Title: <u>Project Manager</u>	<u>Project Manager</u>
Date: <u>2/18/2026</u>	<u>2/18/2026</u>
<u>Authorized by Owner</u>	<u>Approved by Funding Agency (if applicable)</u>
By: _____	_____
Title: <u>Lee Ann Reiter, Mayor</u>	_____
Date: <u>March 3, 2026</u>	_____

CHANGE PROPOSAL

Owner: City of Cody, Wyoming

Project Name: PW Shop North Lift Station Improvements

Change Proposal No.: _____ Date: _____

Submitted in Response to Proposal No.: _____

Contractor Name and No.: _____

Contractor: _____

Subject: _____

The following changes to the Contract are proposed:

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

- 1.
- 2.

JUSTIFICATION:

- 1.
- 2.

PROPOSED CHANGES IN CONTRACT PRICE AND CONTRACT TIMES:

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

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

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

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

Changes to Milestones, if any: _____

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

Change Proposal by: _____

Signature of Proposer: Dillon Clause

CHANGE PROPOSAL

Owner: City of Cody, Wyoming

Project Name: PW Shop North Lift Station Improvements

Change Proposal No.: _____ Date: _____

Submitted in Response to Proposal No.: _____

Contractor Name and No.: _____

Contractor: _____

Subject: _____

The following changes to the Contract are proposed:

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

- 1.
- 2.

JUSTIFICATION:

- 1.
- 2.

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Description	Amount	Contract Times (days)	
		Substantial	Final
1.	\$11,844.15		
2.			
Total This Change Proposal	\$11,844.15		

Changes to Milestones, if any: _____

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

Change Proposal by: _____

Signature of Proposer: Dillon Clause

CHANGE PROPOSAL

Owner: City of Cody, Wyoming

Project Name: PW Shop North Lift Station Improvements

Change Proposal No.: _____ Date: _____

Submitted in Response to Proposal No.: _____

Contractor Name and No.: _____

Contractor: _____

Subject: _____

The following changes to the Contract are proposed:

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

- 1.
- 2.

JUSTIFICATION:

- 1.
- 2.

PROPOSED CHANGES IN CONTRACT PRICE AND CONTRACT TIMES:

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

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

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

Description	Amount	Contract Times (days)	
		Substantial	Final
1.	\$6,234.80	60 Days	60 Days
2.			
Total This Change Proposal	\$6,234.80	60 Days	60 Days

Changes to Milestones, if any: _____

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

Change Proposal by: _____
Signature of Proposer: Dillon Clause

Sparling Instruments, LLC

1000 W. Kirkwall Rd
Azusa, CA 91702
US

Phone: 626-444-0571
Fax: 725-433-8552

QUOTATION

Quote Number: R01971
Quote Date: Feb 12, 2026
Page: 1

Quoted To:
HDR, Inc. 1917 S. 67th Street Omaha, NE 68106

Ship To:
HDR 1917 S. 67th Street Omaha, NE 68106

Customer ID	Good Thru	Payment Terms	Shipping Terms
1002260	2/26/26	Prepaid / Credit Card	Best Way PPA

Quantity	Item	Description	Unit Price	Amount
1.00	FM6560651160	6" TigermagEP Magnetic Flow Meter, Polyurethane liner, 316SS electrodes, Class D 150 flanges, NEMA-4X remote accidental submergence with 15' of cable, AC power	5,025.00	5,025.00
1.00	CS656050	Remote cable option, total 50 ft	315.00	315.00
1.00	AC615061	Grounding Rings, 6" 304 SS Pair	350.00	350.00
1.00	AC602	Grounding Straps	130.00	130.00
1.00	Shipping	Shipping - Outbound	175.00	175.00
		Replacement for SN C019970988		
		Lead time: 6 weeks		

Please note: There is a 3.95% service charge on all credit card transactions.		
Subtotal		5,995.00
Sales Tax		
TOTAL		5,995.00

FOB: Azusa, CA
* Shipping/Freight not included unless otherwise indicated.

Budget Amendment Request Details

Request ID	293
Fiscal Year	2026
Project Title	North Lift Station Improvements Project
Status	Pending
Amendment Type	Supplemental Amendment
Reason for Request	Change Order No. 3 increases the contract amount with Western Municipal Construction (contractor), and the total cost of the project will now exceed the available budget in FY 2026
Attachment	co3wmcccagenda03032026.pdf
Requested By	Phillip Bowman
Requested Date	02/25/2026

Supplemental/Carry Over Amendment

GL Account	54-73-700-596-232
Account Type	Expense
Category	Capital Outlay
Total	\$5,710

Fund Allocation

10 - General Fund	\$0
31 - Capital Acquisition Fund	\$0
32 - Technology Replacement Fund	\$0
33 - Vehicle Replacement Fund	\$0
42 - Cody Public Arts Fund	\$0
52 - Solid Waste Fund	\$0
53 - Water Fund	\$0
54 - Wastewater Fund	\$5,710
55 - Electric Fund	\$0
56 - Storm Drainage Fund	\$0

Finance Review

Finance Comments