

City of Cody City Council
Work Session
Tuesday, March 24, 2026-5:30 PM
Meeting Place: City of Cody Council Chambers

Meeting Called to Order

Roll Call

Discussion/Informational Items

- a. Committee/Board/Project Updates
Staff Reference: Lee Ann Reiter
- b. Cody Farmers Market — Bob Moore Parking Lot (May - September 2026)
Staff Reference: Tina Gail
- c. Cody Country Chamber of Commerce - Wild West Arts Fest and Other Chamber Events
Staff Reference: Tina Gail
- d. YFSA Airport Improvement Program (AIP) Agreement For Transfer of Entitlements
Staff Reference: Lee Ann Reiter
- e. Consider the Preliminary Plat of the Sharon K. Riley Irrevocable Trust Minor Subdivision.
Staff Reference: Jenny Cramer
- f. Amendment No. 1 to the Agreement for Professional Services with JUB Engineers for the Raw Water Pump Station Project
Staff Reference: Phillip Bowman, Jake Moyer
- g. Consider the Final Plat of the Sharon K. Riley Irrevocable Trust Minor Subdivision.
Staff Reference: Jenny Cramer
- h. West Yellowstone Avenue Pedestrian Improvements Project — Consultant Selection and Short Form Agreement with HDR Engineering, Inc.
Staff Reference: Phillip Bowman, Jake Moyer
- i. Belfry Bridge Boat Ramp Improvement Project - Grant funding opportunity from Wyoming Outdoor Recreation & Tourism Trust Fund
Staff Reference: Phillip Bowman
- j. Budget Work Session - Review proposed Personnel Package and Capital Improvements Plan for the FY26-27 budget
Staff Reference: Leslie Brumage

Conduct of Business

Adjournment



City of Cody Agenda Request Form



In order to fully prepare the Council for their meetings, individuals wishing to appear before the Council are asked to complete the following information prior to placement on the agenda. You will be notified of the date you have been scheduled to appear. You may also be contacted by City staff prior to the meeting to address concerns or provide additional information. Some requests may not require appearing before the Council for approval.

Please provide the following detailed information relating to your concern or request. **This form (and any relevant attachments) should be submitted in a timely manner, preferably at least 14 days prior to allow sufficient time for internal review. Untimely submission may result in the inability to be considered for approval.** Council packets are prepared in advance prior to Tuesday meetings. Meetings are held the first and third Tuesday of each month. Please complete the following information in full and return to City of Cody PO Box 2200 Cody, WY 82414 (Fax 307-527-6532),

Name of person to appear before the Council Shirley Bentley

Organization Represented Cody Farmers Market

Date you wish to appear before the Council March 24, 2026

Email Address truegrace.eph2@gmail.com Telephone 307 645-3229

Names of all individuals who will speak on this topic Shirley Bentley

Event Title (if applicable) Cody Farmers Market

Date(s) of Event (if applicable) May - September 2026 on Saturdays

Location of Event (if applicable) Bob Moore Parking Lot, 13th & Beck Ave.

Full description of topic to be discussed (include all relevant information including any street closures, times of event, any special requirements or request etc., attach additional sheet if necessary and map showing location of event where applicable) Cody Farmers Market would like to use the Bob Moore Parking Lot and the southwest driveway area from 7:30am to 12:30pm on Saturdays from May through September. There will be No market on July 4th. For safety reasons we will place signs at all 3 market entrances. Thank you for your consideration.

Which City employee(s) have you spoken to about this issue? Tina Gail

Signature Shirley Bentley Date Feb. 17, 2026



City of Cody
Vendor Application

READ GENERAL INFORMATION PRIOR TO COMPLETING

License Period: 5-1-26 to 9-30-26 Wyoming State Sales Tax # 83-2334867

Name of Business: Cody Farmers Market

Mailing Address of Business: 93 Canyon Rd. Clark, Wy. 82435

Phone No. of Applicant: 307 645-3229 Cell Phone No. N/A

Contact Name for Applicant: Shirley Bentley

Type of Business/Product: Farmers Market: produce, honey, beef, flour, baked goods, coffee, crafts

Address(es)/location(s) where business will be conducted – List All Applicable locations

Bob Moore Parking Lot & Southwest driveway area. 13th & Beck Ave.

Dates Business will be conducted in City limits: May 2, 2026 - Sept. 26, 2026 Saturdays

Please list the names, contact information of all individuals conducting business under the above business name:
(attach additional sheets if necessary)

Name	EMAIL	Phone #
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please list vehicle descriptions and license plate numbers of all vehicles operating under this license:
(attach additional sheets if necessary)

Vehicle Description (year, make, model)	License Plate Number	State
_____	_____	_____
_____	_____	_____
_____	_____	_____

Attach a location map showing where the business vehicle(s) structures, and any signs will be placed on each property location listed above.

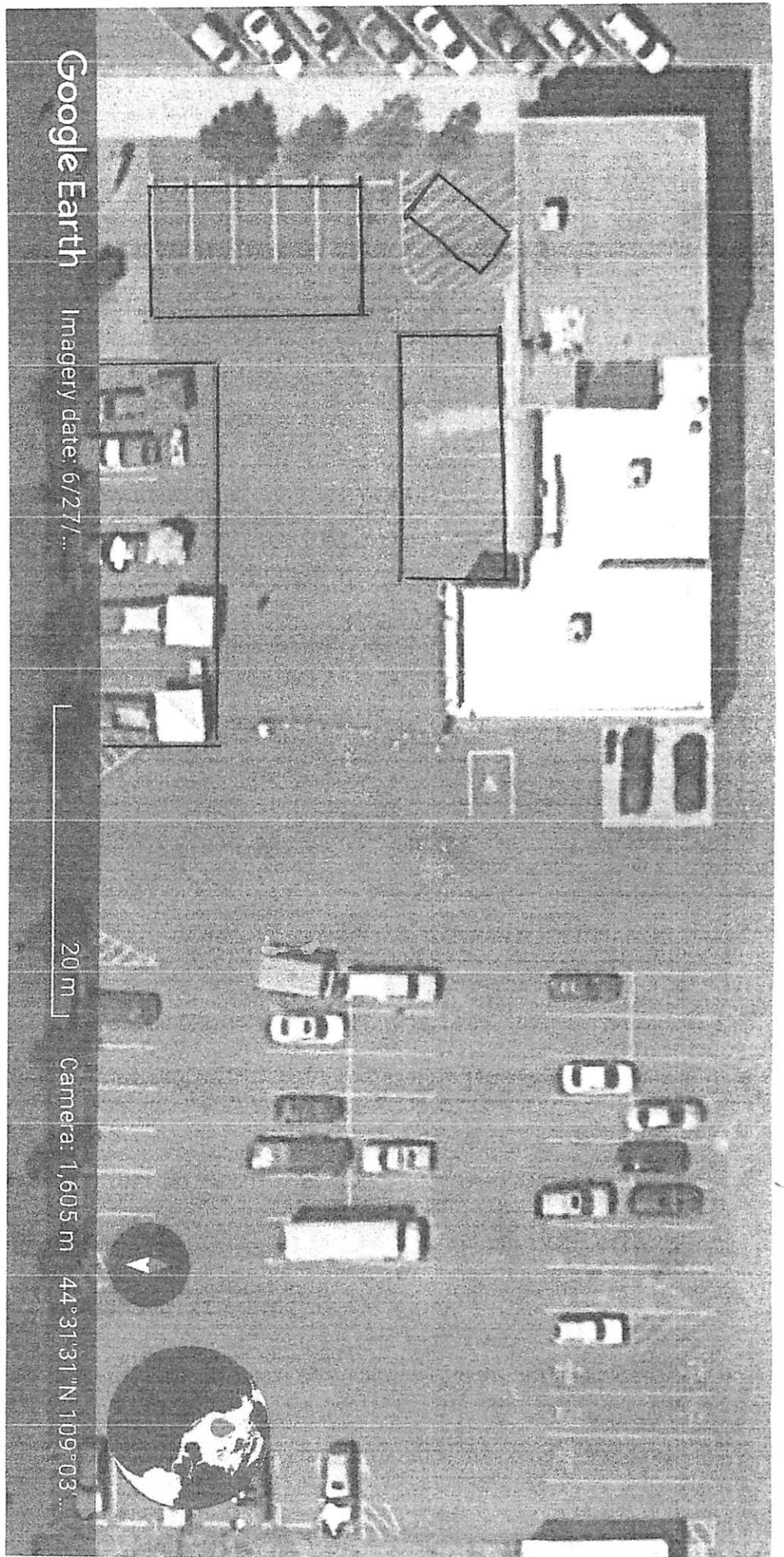
Shirley Bentley
Signature of Applicant

Feb. 17, 2026
Date

*A copy of this application will be faxed to the State of Wyoming
Department of Revenue for sales tax compliance verification (307) 754-2686.

For City Use Only

License Fee \$	_____
Date Paid	_____
License No	_____
CDD Approved	_____



Google Earth

Imagery date: 6/27/...

20 m

Camera: 1,605 m

44°31'31"N 109°03'...

The three largest rectangles represent vendors and their vehicles.

The smallest rectangle represents 2 vendor canopies.

Cody Farmers Market (90014289)



Summary



Contacts

0

Open Activities

0

Open Quotes

0

Open Transactions

0

Claims



Billing & Payment

1

Notes

Primary Payer

Cody Farmers Market
93 Canyon Rd
Powell
WY 82435-8128

Producer Code(s)

119 Stelting Agency

Status



In Good Standing

Billing

Payment Schedule

Payments

Billing Documents

Delinquencies

Payment Received

Payment Date ▾	Reversed ▾	Payment I...	Check/Ref#	Unapplied ...	Amount	Amount Di...	Policy	Invoice #	Suspense	Collateral
Nov 1, 2024		Checking - ...	-	Default	\$150.00	\$150.00	-	-	-	-
Nov 3, 2025		Checking - ...	-	Default	\$150.00	\$150.00	-	-	-	-



City of Cody Agenda Request Form



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Name of person to appear before the Council _____

Organization Represented _____

Date you wish to appear before the Council _____

Email Address _____ Telephone _____

Names of all individuals who will speak on this topic _____

Event Title (if applicable) _____

Date(s) of Event (if applicable) _____

Location of Event (if applicable) _____

Full description of topic to be discussed (include all relevant information including any street closures, times of event, any special requirements or request etc., attach additional sheet if necessary and map showing location of event where applicable) _____

Which City employee(s) have you spoken to about this issue? _____

Signature _____ Date _____



City of Cody Agenda Request Form



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Name of person to appear before the Council Aaron Buck

Organization Represented YRA

Date you wish to appear before the Council 3/24/2026

Email Address aaronb@flyyra.com Telephone _____

Names of all individuals who will speak on this topic Aaron Buck, Lee Ann

Event Title (if applicable) _____

Date(s) of Event (if applicable) _____

Location of Event (if applicable) _____

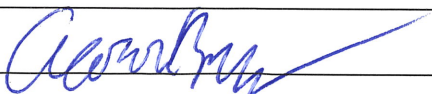
Full description of topic to be discussed (include all relevant information including any street closures, times of event, any special requirements or request etc., attach additional sheet if necessary and map showing location of event where applicable) The Yellowstone Regional Airport

does nto have an airport improbment project slated for 2026. We have elected to "lend" our aip dollors to Sheridan County Airport.

The request tis to lend the remaninder of 2025 dolors in the amount of \$283,128 and all of 2026 dollors in the amount of

\$1016872. The total is \$1,300,000. Sheridan Will lend it back to us for our 2027 project.

Which City employee(s) have you spoken to about this issue? Lee Ann

Signature  Date 3/17/2026



U.S. Department
of Transportation
**Federal Aviation
Administration**

Northwest Mountain Region
Colorado · Idaho · Montana · Oregon · Utah
Washington · Wyoming

Denver Airports District Office
26805 E. 68th Ave., Suite 224
Denver, CO 80249

March 11, 2026

The Honorable Lee Ann Reiter, Mayor
City of Cody
1338 Rumsey Avenue
Cody, WY 82414

Heather Mortensen, Chair
Yellowstone Regional Airport Board
2101 Roger Sedam Drive, Suite 1
Cody, WY 82414

Dear Mayor Reiter and Ms. Mortensen:

We are enclosing an electronic copy of the Airport Improvement Program (AIP) "Agreement For Transfer of Entitlements". This agreement will transfer \$1,300,000 of fiscal years 2025 and 2026 AIP funds from Yellowstone Regional Airport to Sheridan County Airport. Please complete this agreement by having the authorized officials execute the appropriate sections. **Certification by the attorney should be completed following the acceptance and dated on or after the acceptance date.**

Your normal procedures for accepting documents such as this in accordance with local and state law should be followed, but evidence of such procedure is not required by the Federal Aviation Administration.

After execution and certification of the "Agreement For Transfer of Entitlements," please e-mail a copy of the agreement to your FAA Project Manager, Rebecca Wersal, at rebecca.wersal@faa.gov.

Sincerely,

Jesse A. Lyman
Manager, Denver Airports District Office



Request for FAA Approval of Agreement for Transfer of Entitlements

In accordance with 49 USC § 47117(c)(2),

Name of Transferring Sponsor: City of Cody, Wyoming and the Yellowstone Regional Airport Board
hereby waives receipt of the following amount of funds apportioned to it under 49 USC § 47114(c) for
the:

Name of Transferring Airport (and LOCID):

Yellowstone Regional Airport (COD)

for each fiscal year listed below:

Entitlement Type (Passenger, Cargo or Non-primary)	Fiscal Year	Amount
Passenger	2025	\$ 283,128
Passenger	2026	\$ 1,016,872
Total		\$ 1,300,000

The Federal Aviation Administration has determined that the waived amount will be made available
to:

Name of Airport (and LOCID) Receiving Transferred Entitlements:

Sheridan County Airport (SHR)

Name of Receiving Airport's Sponsor: County of Sheridan, Wyoming

a public use airport in the same state or geographical areas as the transferring airport for eligible
projects under 49 USC § 47104(a).

The waiver expires on the earlier of **September 30, 2026** or when the availability of apportioned funds
lapses under 49 USC § 47117(b).

Dated March 11, 2026

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

(Signature)

Jesse A Lyman

(Typed Name)

Manager, Denver Airports District Office

(Title of FAA Official)

CERTIFICATION OF TRANSFERRING SPONSOR

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.¹

Dated

CITY OF CODY, WYOMING

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

¹Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and 49 USC § 47101, et seq.²

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

²Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATION OF TRANSFERRING SPONSOR

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.³

Dated

YELLOWSTONE REGIONAL AIRPORT BOARD

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

³Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and 49 USC § 47101, et seq.⁴

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

⁴Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Meeting Date: March 24, 2026 Department: Community Development Staff Reference: Jenny Cramer

AGENDA ITEM SUMMARY REPORT

Consider the Preliminary Plat of the Sharon K. Riley Irrevocable Trust Minor Subdivision.

PROPOSED ACTION:

City Council review of the Preliminary Plat prior to consideration at the next regular meeting.

SUMMARY OF INFORMATION:

See the attached staff report.

FISCAL IMPACT:

No fiscal impact to the City is expected.

ATTACHMENTS:

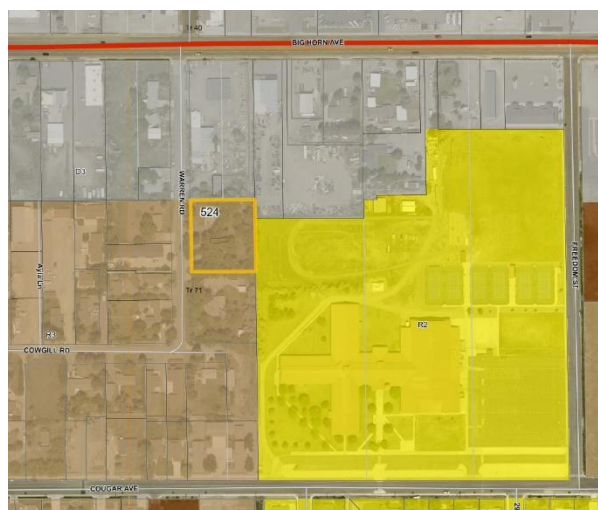
1. PZ Staff Report Riley Trust Minor Sub Preliminary Plat
2. Preliminary Plat_Riley
3. WDP
4. Variance Requests_Riley
5. Irrigation Ditch Responses
6. 20260309 Water Sanitation Superintendent Response_Riley
7. BHE Response_Riley
8. Building Official Response_Riley
9. City Streets Dept Response_Riley
10. Charter Spectrum Response_Riley

**CITY OF CODY
PLANNING, ZONING AND ADJUSTMENT BOARD
STAFF REPORT**

MEETING DATE:	MARCH 19, 2026	TYPE OF ACTION NEEDED	
AGENDA ITEM:		P&Z BOARD APPROVAL:	
SUBJECT:	SHARON K. RILEY IRREVOCABLE TRUST MINOR SUBDIVISION PRELIMINARY PLAT REVIEW	RECOMMENDATION TO COUNCIL:	X
PREPARED BY:	JENNY CRAMER, CITY PLANNER	DISCUSSION ONLY:	

PROJECT OVERVIEW

A minor subdivision preliminary plat review application has been received from Engineering Associates on behalf of the Sharon K. Riley Irrevocable Trust at 524 Warren Road. The proposed subdivision is called *the Sharon K. Riley Irrevocable Trust Minor Subdivision*. The request is to split the 0.98-acre lot into two (2), 0.49-acre lots. The property is currently developed with two residences and separate utility services on each proposed lot. The property is within the Medium-High Density Residential (R-3) zoning district. The application is moving forward as a minor subdivision, which is discussed below:



MINOR SUBDIVISION: Any subdivision that the planning, zoning and adjustment board has determined shall facilitate isolated in-fill development within municipal boundaries and either: a) revises the plat affecting not more than five (5) lots previously created by said plat; or b) creates five (5) or fewer lots without requiring the creation of any new streets or the extension of water and sewer utilities or any new public improvements. The intent of this chapter in defining minor subdivisions as a specific category is to facilitate isolated in-fill within the municipal boundaries. Approval of a minor subdivision shall rest upon finding by the city of Cody planning, zoning and adjustment board, as demonstrated by the applicant for a minor subdivision, that the intent of city regulations is achieved.

The Preliminary Plat has been circulated to City departments and utility providers for review. Their comments are attached to this report. Furthermore, the applicant's cover letter with a request for a variance is attached to this staff report.

City of Cody Code Section 10-3-2 Preliminary Plat Standards:

The applicant has provided a Preliminary Plat and the required supplemental material as follows:

- Proof of ownership is evidenced by Quitclaim Deed to Dennis Riley, Brenda Noteboom and Darrell Riley, Co-Trustees of the Sharon K. Riley Irrevocable Trust dated December 7, 2020, recorded in the Park County Clerk's Office as Document #2020-8404.
- Easements and Rights of Way: Easements have been provided.
- Variance request for waiver from alley, frontage and burying of irrigation ditch requirements.

The plat is prepared as required and contains the required information as set out in City of Cody Code 11-3-2:E. and F.

Design Standards

The following list describes the design standards by which subdivision applications are reviewed. Many of the standards pertain to street design, and are not applicable. The applicants request a variance from the alley requirement.

11-4-2: Streets, Alleys and Easements:

A-O. of this section pertain to street design and are not applicable to the proposed subdivision. No streets are necessary in the subdivision, as both lots have direct access to Warren Road.

P. Alleys: A variance is requested to waive the alley requirement.

Q. Curb, Gutter, Sidewalk, Paved Streets: A variance is requested to waive this requirement. If the variance is granted, the applicant shall note the following condition on the final plat: "Future improvement districts for the development of curb, gutter and sidewalks shall be supported by future owners of the lots".

R. Street Cross Section: Not applicable.

S. Valley Gutters: Not applicable.

T. Drainage: Minor subdivisions are exempt from this requirement. Not applicable.

U. Lot Requirements: Each lot has direct access to Warren Road and the side lot lines are at approximate right angles to the street line. The lot designs align with the R-3 development standards, with the exception of an existing structure that is situated over the lot line between Lot 1 and Lot 2. A note on the plat indicates the property owner will remove the structure, at which time the lots will completely conform to the zoning development standards.

V. Blocks: Not applicable.

RECOMMENDED CONDITIONS:

Staff recommends approval of the Preliminary Plat for the Sharon K. Riley Irrevocable Trust Minor Subdivision subject to the following variances and conditions.

Subdivision Variances:

1. To waive the alley requirement. (City Code Section 11-4-2P)
2. To waive the curb, gutter, sidewalk requirement. (City Code Section 11-4-2Q)
3. To waive the requirement for all open irrigation ditches to be buried or eliminated. (City Code Section 11-5-1J)

Conditions of Approval:

1. The structure crossing the common lot line will be removed prior to the execution and recording of the final plat.
2. The applicant shall note the following condition on the final plat: "Future improvement districts for the development of curb, gutter and sidewalks shall be supported by future owners of the lots".

Photos taken by staff:

Photo taken from Warren Road, at the southwest corner of the property, facing east/northeast across proposed Lot 2.

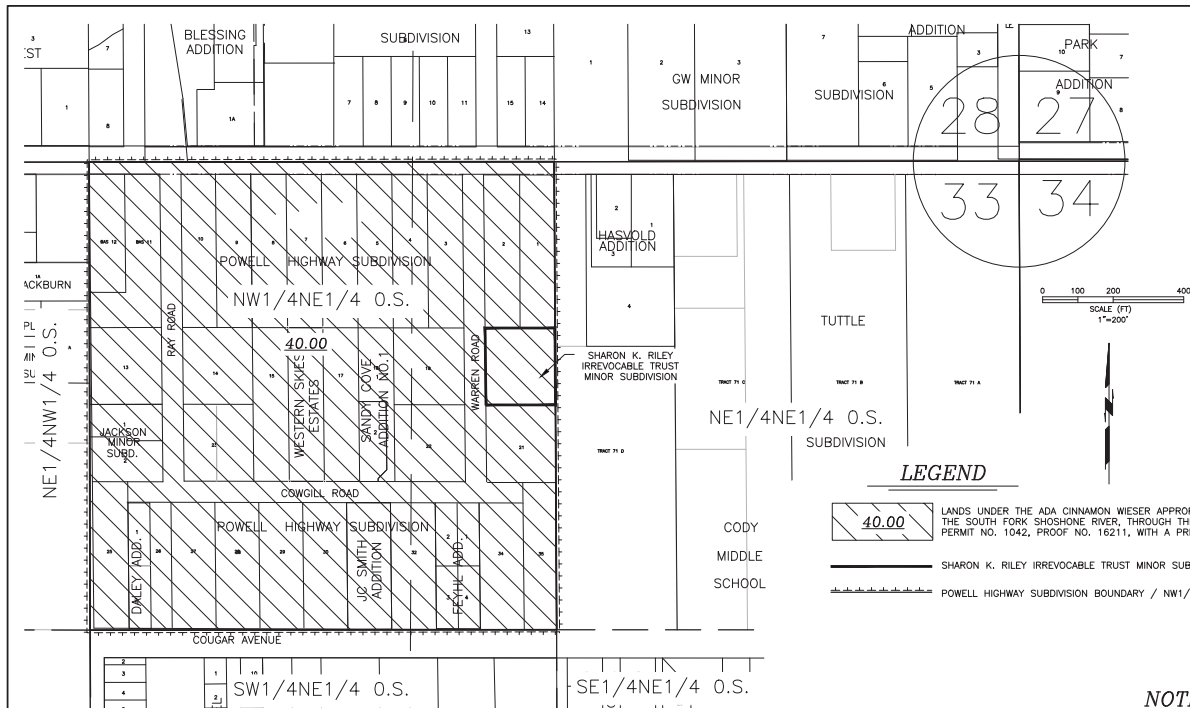


Photo taken from Warren Road, facing east across the approximate dividing line between proposed Lot 1 and Lot 2.



Photo taken from Warren Road, facing east across the north boundary of the property and proposed Lot 1.





OWNERS CONSENT

KNOW ALL MEN BY THESE PRESENTS THAT I/WE, THE UNDERSIGNED, HEREBY CERTIFY SHARON K. RILEY IRREVOCABLE TRUST, AND PROPRIETORS OF SAID PARCEL DESCRIBED IN WARRANTY DEED DOCUMENT #2020-8403 ACCORDING TO THE RECORDS OF THE COUNTY CLERK AND RECORDER OF PARK COUNTY, STATE OF WYOMING DO HEREBY CONSENT TO THE WATER DISTRIBUTION PLAN AS SHOWN HEREON.

DENNIS RILEY, TRUSTEE
SHARON K. RILEY
IRREVOCABLE TRUST

BRENDA NOTEBOOM, TRUSTEE
SHARON K. RILEY
IRREVOCABLE TRUST

DARRELL RILEY, TRUSTEE
SHARON K. RILEY
IRREVOCABLE TRUST

STATE OF WYOMING } SS.
COUNTY OF PARK }

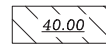
THE FOREGOING CERTIFICATE OF OWNER WAS ACKNOWLEDGED BEFORE ME BY DENNIS RILEY, BRENDA NOTEBOOM, AND DARRELL RILEY

THIS _____ DAY OF _____, 2026, WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

LEGEND



LANDS UNDER THE ADA CINNAMON WIESER APPROPRIATION, DIVERTING FROM THE SOUTH FORK SHOSHONE RIVER, THROUGH THE CODY CANAL, UNDER PERMIT NO. 1042, PROOF NO. 16211, WITH A PRIORITY OF AUGUST 7, 1895.

SHARON K. RILEY IRREVOCABLE TRUST MINOR SUBDIVISION BOUNDARY

POWELL HIGHWAY SUBDIVISION BOUNDARY / NW1/4NE1/4 O.S. SECTION 33

APPROVAL

APPROVED BY THE CODY CANAL IRRIGATION DISTRICT
THIS _____ DAY OF _____, 20____.

ATTEST: _____
DENNIS REED - PRESIDENT

STATE OF WYOMING } SS.
COUNTY OF PARK }

THE FOREGOING OWNER'S CERTIFICATE WAS ACKNOWLEDGED BEFORE ME BY DENNIS REED

THIS _____ DAY OF _____, 20____.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

NOTES

- IRRIGATION WATER IS SUPPLIED TO THE SHARON K. RILEY IRREVOCABLE TRUST MINOR SUBDIVISION BY MEANS OF OPEN AND PIPED DITCH SYSTEM WITHIN THE POWELL HIGHWAY SUBDIVISION.
- LOTS WITHIN THE SHARON K. RILEY IRREVOCABLE TRUST MINOR SUBDIVISION SHALL BE SPRINKLE IRRIGATED ONLY.
- LANDS WITHIN THE SHARON K. RILEY IRREVOCABLE TRUST MINOR SUBDIVISION ARE RELATIVELY LEVEL, BUT FLOW FROM THE SOUTHWEST TO THE NORTH EAST.
- CITY OF CODY IS NOT RESPONSIBLE FOR ENSURING PROPER MAINTENANCE OR DISTRIBUTION.
- OWNERS OF EACH LOT OF SHARON K. RILEY IRREVOCABLE TRUST MS ARE REQUIRED TO CLEAN OUT THE SECTIONS OF DITCH THAT ARE WITHIN EACH LOT ACCORDINGLY.
- WATER USERS WILL BE RESPONSIBLE FOR THE INSTALLATION, MAINTENANCE, AND REPAIR OF THEIR IRRIGATION SYSTEM.
- AT THE TIME OF THIS WATER DISTRIBUTION PLAN THERE ARE TWO ACTIVE AUTHORIZATION TO DETACH WATER RIGHTS WITHIN THE NW1/4NE1/4 O.S. SECTION 33. - SEE WESTERN SKIES ESTATES AND JC SMITH ADDITION.

IRRIGATED LANDS UNDER SHARON K. RILEY IRREVOCABLE TRUST MINOR SUBDIVISION (ACRES)	
ORIGINAL TRACT 20 POWELL HIGHWAY SUB.	ACRES
LOT 1 SHARON K. RILEY IRR. TR. MS	0.49
LOT 2 SHARON K. RILEY IRR. TR. MS	0.49
TOTAL	0.98

LEGEND

- SUBDIVISION BOUNDARY
- PROPOSED SUBDIVISION LOT LINES.
- EXISTING IRRIGATION LATERAL DITCH
- PROPOSED EASEMENT
- IRRIGATION DITCH FLOW DIRECTION

0 25 50 100
SCALE (FT)
1"=50'

CERTIFICATE OF SURVEYOR

I, NICHOLAS S. HUMMEL, OF ENGINEERING ASSOCIATES, IN CODY, WYOMING, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED USING DOCUMENTS ON FILE IN THE OFFICE OF THE PARK COUNTY CLERK, WYOMING STATE ENGINEER'S OFFICE, AND FROM DATA COLLECTED DURING ACTUAL SURVEYS PERFORMED BY ME BETWEEN DECEMBER, 2025 AND JANUARY, 2026; AND THAT IT CORRECTLY REPRESENTS THE WATER DISTRIBUTION PLAN FOR THE SHARON K. RILEY IRREVOCABLE TRUST MINOR SUBDIVISION, AS SHOWN HEREON.



NICHOLAS S. HUMMEL, LS 25079
DATE: 02/24/2026

WATER DISTRIBUTION PLAN FOR SHARON K. RILEY IRREVOCABLE TRUST MINOR SUBDIVISION - LOCATED IN - NW1/4NE1/4 SECTION 33 (TRACT 71 RESURVEY) T.53N., R.101W., 6TH P.M., PARK COUNTY, WYOMING

- MORE PARTICULARLY DESCRIBED AS -

TRACT 20
POWELL HIGHWAY SUBDIVISION

LANDOWNERS: SHARON K. IRREVOCABLE TRUST
524 WARREN ROAD
CODY, WY 82414

PREPARED BY: ENGINEERING ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS

JOB NO. 25000.89

FEBRUARY 23, 2026



NSH

SHEET 1 OF 1

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

P:\2025\Cody 25000.00 - 25199.00\25000.00 Misc. Surveys\25000.89 Riley MSub\ACAD\25000.89 Riley WDP & ADWR.dwg WDP 2/24/26 NICK



ENGINEERING ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
ENGINEERINGWYOMING.COM

March 13, 2026

Ms. Jenny Cramer
Community Development Director
City of Cody
1338 Rumsey Avenue
Cody, WY 82414

**RE: 2 Lot Minor Subdivision – Sharon K. Riley Irrevocable Trust Minor
Subdivision located at 524 Warren Road**

Dear Utana,

Please find the enclosed the following documentation for submittal on the Preliminary Plat and Final Plat Submittal for above proposed subdivision.

- Updated draft final plat

At this time, we are formally requesting variances on the following:

- Variance to wave the alley requirement.
- Variance from 11-5-1-J – requirement to bury irrigation ditches.
- Variance from 11-4-2-Q- Frontage improvements.

If we can provide any other information to assist in the submittal, please let us know and are looking forward to P&Z/City Council.

Sincerely,
ENGINEERING ASSOCIATES

Nicholas Hummel, PLS
Engineering Associates
(307) 321-7468
nick.hummel@eaengineers.com

Engineering Associates cc: File 25000.89

P.O. BOX 1900 • CODY, WYOMING 82414 • (307) 587-4911
A WYOMING CORPORATION

From: [jerry Bales](#)
To: [Nicholas S. Hummel](#)
Cc: [Mary Reed](#)
Subject: Re: CCID - Riley Minor Sub Project
Date: Tuesday, February 17, 2026 9:33:13 AM
Attachments: [Outlook-fqp2t5na.png](#)
[Outlook-djebgxf.png](#)

Nic

With this being a private lateral, I will support Dennis Baxter's opinion. I know that from prior experience that this section of ditch needs to be cleaned regularly. So if piped there would be a good chance of the pipe silting up, with difficulty, and expensive to clean.

Sincerely

Jerry Bales
Manager
Cody Canal

From: Nicholas S. Hummel <Nick.Hummel@EAengineers.com>
Sent: Friday, February 13, 2026 7:48 PM
To: jerry Bales <jbales.ccanal@gmail.com>
Cc: Mary Reed <Mary@mreattorneys.com>
Subject: CCID - Riley Minor Sub Project

Jerry,

Attached is the response from Dennis Baxter. Can we get a response on behalf of CCID for the same portion of this project? The City of Cody is requiring us to share these responses.

Right now I am planning to put this (ownership maintenance situation) on the final plat.

Thank you,

NICHOLAS S. HUMMEL, PLS (WY)

429 Broadway | Thermopolis, WY 82443 | Website: eaengineers.com

Office: (307) 587-4911 | Cell: (307) 321-7468 | Email: nick.hummel@eaengineers.com

[../..../../Tamara/Desktop/Cody/eaengineers.com]



From: [Dennis Baxter](#)
To: [Nicholas S. Hummel](#)
Subject: Irrigation Ditch
Date: Thursday, February 12, 2026 11:33:13 AM

I Dennis Baxter have met with Nick Hummel regarding a ditch on Warren Road. I have no problem with leaving an open ditch. Person or persons owning the property must maintain the ditch (Cleaned and dug out). They need to sign an agreement to do so. (Dennis Baxter)

OWNERS CONSENT

KNOW ALL MEN BY THESE PRESENTS THAT I/WE, THE UNDERSIGNED, HEREBY CERTIFY SHARON K. RILEY IRREVOCABLE TRUST, AND PROPRIETORS OF SAID PARCEL DESCRIBED IN WARRANTY DEED DOCUMENT #2020-8403 ACCORDING TO THE RECORDS OF THE COUNTY CLERK AND RECORDER OF PARK COUNTY, STATE OF WYOMING DO HEREBY CONSENT TO THE WATER DISTRIBUTION PLAN AS SHOWN HEREON.

DENNIS RILEY, TRUSTEE
SHARON K. RILEY
IRREVOCABLE TRUST

BRENDA NOTEBOOM, TRUSTEE
SHARON K. RILEY
IRREVOCABLE TRUST

DARRELL RILEY, TRUSTEE
SHARON K. RILEY
IRREVOCABLE TRUST

STATE OF WYOMING } SS.
COUNTY OF PARK }

THE FOREGOING CERTIFICATE OF OWNER WAS ACKNOWLEDGED BEFORE ME BY DENNIS RILEY, BRENDA NOTEBOOM, AND DARRELL RILEY
THIS _____ DAY OF _____, 2026, WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

APPROVAL

APPROVED BY THE CODY CANAL IRRIGATION DISTRICT
THIS _____ DAY OF _____, 20____.

ATTEST: _____
DENNIS REED - PRESIDENT

STATE OF WYOMING } SS.
COUNTY OF PARK }

THE FOREGOING OWNER'S CERTIFICATE WAS ACKNOWLEDGED BEFORE ME BY DENNIS REED
THIS _____ DAY OF _____, 20____.
WITNESS MY HAND AND OFFICIAL SEAL.

NOTES

1. IRRIGATION WATER IS SUPPLIED TO THE SHARON K. RILEY IRREVOCABLE TRUST MINOR SUBDIVISION BY MEANS OF OPEN AND PIPED DITCH SYSTEM WITHIN THE POWELL HIGHWAY SUBDIVISION.
2. LOTS WITHIN THE SHARON K. RILEY IRREVOCABLE TRUST MINOR SUBDIVISION SHALL BE SPRINKLE IRRIGATED ONLY.
3. LANDS WITHIN THE SHARON K. RILEY IRREVOCABLE TRUST MINOR SUBDIVISION ARE RELATIVELY LEVEL, BUT FLOW FROM THE SOUTHWEST TO THE NORTH EAST.
4. CITY OF CODY IS NOT RESPONSIBLE FOR ENSURING PROPER MAINTENANCE OR DISTRIBUTION.
5. OWNERS OF EACH LOT OF SHARON K. RILEY IRREVOCABLE TRUST MINOR SUBDIVISION ARE RESPONSIBLE FOR THE SECTIONS OF DITCH THAT ARE WITHIN EACH LOT ACCORDINGLY.
6. WATER USERS WILL BE RESPONSIBLE FOR THE INSTALLATION, MAINTENANCE AND REPAIR OF THEIR IRRIGATION SYSTEM.
7. AT THE TIME OF THIS WATER DISTRIBUTION PLAN, THERE ARE TWO ACTIVE AUTHORIZATIONS TO DETACH WATER RIGHTS WITHIN THE NW1/4NE1/4 O.S. SECTION 33. - SEE WESTERN SKIES ESTATES AND JC SMITH ADDITION.

IRRIGATED LANDS UNDER SHARON K. RILEY IRREVOCABLE TRUST MINOR SUBDIVISION (ACRES)	
ORIGINAL TRACT 20 POWELL HIGHWAY SUB.	ACRES
SHARON K. RILEY IRR. TR. MS LOT 1	0.49
SHARON K. RILEY IRR. TR. MS LOT 2	0.49
TOTAL	0.98

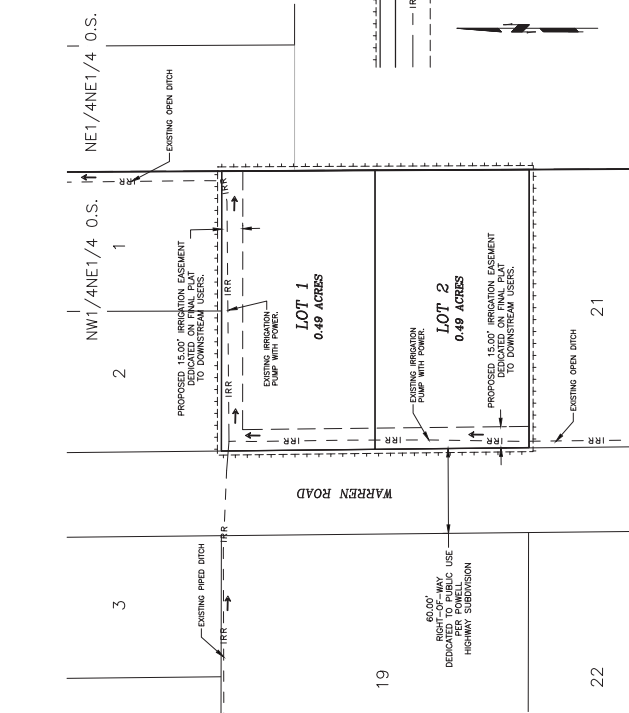
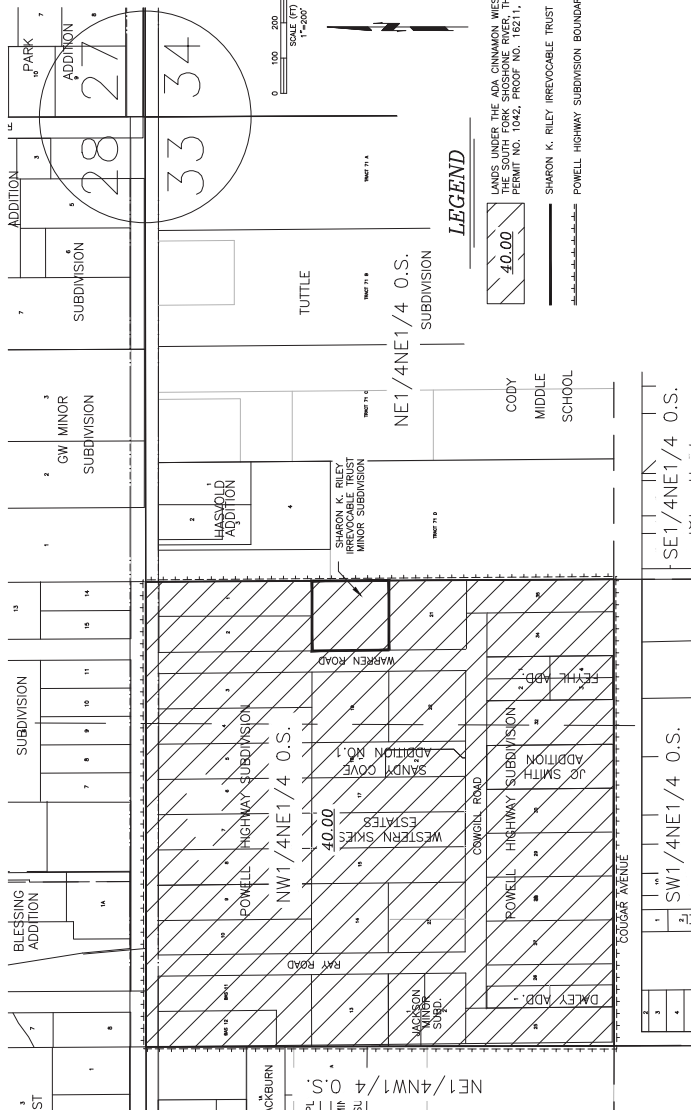
CERTIFICATE OF SURVEYOR

I, NICHOLAS S. HUMMEL, OF ENGINEERING ASSOCIATES, IN CODY, WYOMING, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A MEMBER OF THE WYOMING SURVEYORS ASSOCIATION. I HAVE COLLECTED DURING ACTUAL SURVEYS PERFORMED BY ME BETWEEN _____ AND _____, 20____, ALL NECESSARY DATA TO PREPARE THIS PLAN. THIS PLAN REPRESENTS THE WATER DISTRIBUTION PLAN FOR THE SHARON K. RILEY IRREVOCABLE TRUST MINOR SUBDIVISION, AS SHOWN HEREON.



NICHOLAS S. HUMMEL, LS 20579
DATE: 02/24/2026

ATTENTION OF THIS PLAN OTHER THAN BY THE ABOVE CERTIFYING PROFESSIONAL LAND SURVEYOR OR AS OTHERWISE ALLOWED BY LAW MAY AFFECT LIABILITY FOR THE ACCURACY OF SAID PLAN.
P:\2025\Cody 25000.00 - 25199.00\25000.00 Misc. Surveys\25000.00 Riley MSUB\ACAD\25000.00 Riley WDP & ADWR.dwg WDP 2/24/26 NICK
SHEET 1 OF 1



LEGEND

- SUBDIVISION BOUNDARY
- PROPOSED SUBDIVISION LOT LINES.
- EXISTING IRRIGATION LATERAL DITCH
- PROPOSED EASEMENT
- IRRIGATION DITCH FLOW DIRECTION

DATE ACCEPTED: _____

STATE ENGINEER'S OFFICE



Jenny Cramer <jcramer@codywy.gov>

Re: [Community Development] Sharon K. Riley Irrevocable Trust Minor Subdivision Review

1 message

James Keenan <jkeen@codywy.gov>
To: Jenny Cramer <jcramer@codywy.gov>

Mon, Mar 9, 2026 at 10:03 AM

Jenny,

This one is not the one I was thinking of with the wonky water line. This one has a water service and a sewer service on each lot, so they should be good to go.

James K

On Wed, Mar 4, 2026 at 9:58 AM Jenny Cramer <jcramer@codywy.gov> wrote:

Good Morning,

Attached please find a preliminary plat (1 copy with aerial view and 1 without) and a draft final plat for the proposed Sharon K. Riley Irrevocable Trust Minor Subdivision (splitting into two lots). Here is a link to the property on mapserver: [https://maps.terragis.net/park/map#zcr=16.918515958982297/-12138159.561753334/5548000.3043022035/0&lyrs=a25,statefed,water,cities,ownership,roads&filter=\(pidn%20in\('05022800020001'\)\)](https://maps.terragis.net/park/map#zcr=16.918515958982297/-12138159.561753334/5548000.3043022035/0&lyrs=a25,statefed,water,cities,ownership,roads&filter=(pidn%20in('05022800020001')))

They currently have two residences on the property and utilities serving both.

We are hoping to get this on the March 19th agenda, but would need your responses by March 13th. I understand that is short notice and appreciate whatever you can do within reason! We can push it out if necessary.

Please let me know if you have any questions.

Thank you!

--

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.

--

James Keenan

City of Cody
Water Systems and Sanitation Superintendent
307-587-2958
codywy.gov



Jenny Cramer <jcramer@codywy.gov>

RE: [Utilities] Sharon K. Riley Irrevocable Trust Minor Subdivision Review

1 message

Bennett, Seth <Seth.Bennett@blackhillscorp.com>

Wed, Mar 4, 2026 at
11:29 AM

To: Jenny Cramer <jcramer@codywy.gov>

Hey Jenny,

I went down and looked at this and everything looks good on our end.

Thank you,

Seth Bennett | Black Hills Energy | Utility Construction
Planner | Mobile: 307-254-2017 | Other: 307-899-2602 |
www.blackhillsenergy.com

From: Jenny Cramer <jcramer@codywy.gov>

Sent: Wednesday, March 4, 2026 9:58 AM

To: Utilities <utilities@codywy.gov>; Community Development Review
<communitydevreview@codywy.gov>

Subject: [Utilities] Sharon K. Riley Irrevocable Trust Minor Subdivision Review

**** EXTERNAL EMAIL. Is this an expected email? STOP and THINK before clicking links or opening attachments. ****

Good Morning,

Attached please find a preliminary plat (1 copy with aerial view and 1 without) and a draft final plat for the proposed Sharon K. Riley Irrevocable Trust Minor Subdivision (splitting into two lots). Here is a link to the property on mapserver: [https://maps.terragis.net/park/map#zcr=16.918515958982297/-12138159.561753334/5548000.3043022035/0&lyrs=a25,statefed,water,cities,ownership,roads&filter=\(pidn%20in\('05022800020001'\)\)](https://maps.terragis.net/park/map#zcr=16.918515958982297/-12138159.561753334/5548000.3043022035/0&lyrs=a25,statefed,water,cities,ownership,roads&filter=(pidn%20in('05022800020001')))

They currently have two residences on the property and utilities serving both.

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Please let me know if you have any questions.

Thank you!

--

Jenny Cramer

City Planner



Jenny Cramer <jcramer@codywy.gov>

Re: [Community Development] RE: [EXTERNAL] [Utilities] Sharon K. Riley Irrevocable Trust Minor Subdivision Review

1 message

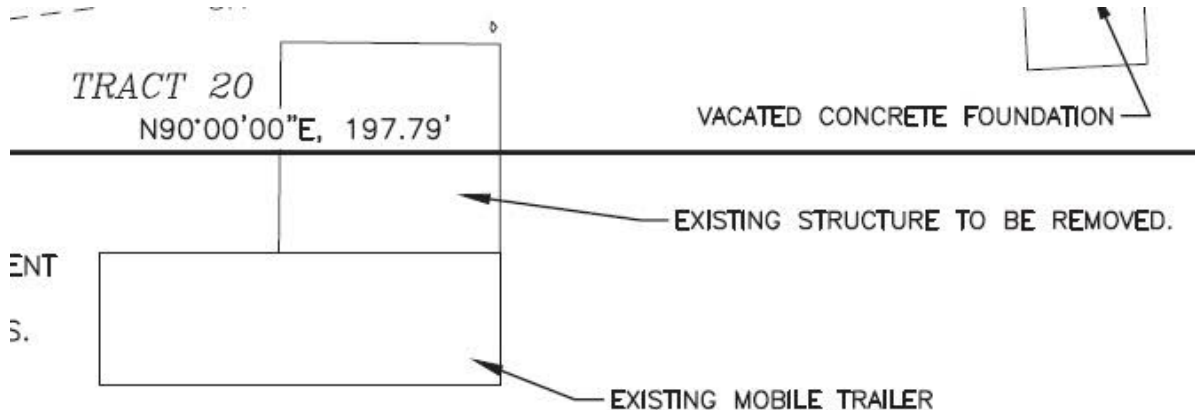
Sean Collier <scollier@codywy.gov>

Wed, Mar 4, 2026 at 4:01 PM

To: "Cole, Matthew" <Matthew.Cole@charter.com>

Cc: Jenny Cramer <jcramer@codywy.gov>, Utilities <utilities@codywy.gov>, Community Development Review <communitydevreview@codywy.gov>

As long as the existing structure that is attached to the mobile home is removed, and the removal does not cause damage to the trailer, we have no issues.



On Wed, Mar 4, 2026 at 1:23 PM 'Cole, Matthew' via Community Development Review <communitydevreview@codywy.gov> wrote:

We do have service there already at both lots, we do not need any changes at this time, thank you for sending that.

From: Jenny Cramer <jcramer@codywy.gov>

Sent: Wednesday, March 4, 2026 9:58 AM

To: Utilities <utilities@codywy.gov>; Community Development Review



Jenny Cramer <jcramer@codywy.gov>

Re: [Community Development] RE: [EXTERNAL] [Utilities] Sharon K. Riley Irrevocable Trust Minor Subdivision Review

1 message

Eric Asay <easay@codywy.gov>

Tue, Mar 10, 2026 at 8:44 AM

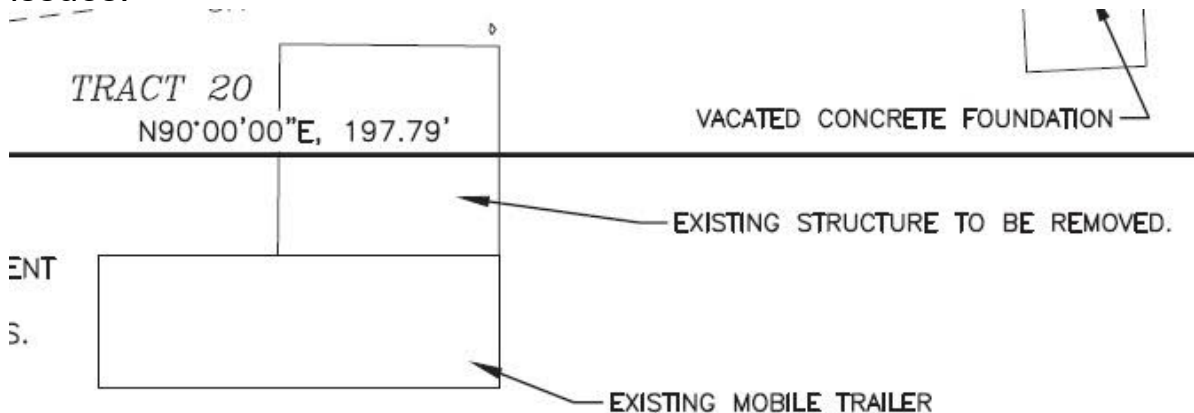
To: Sean Collier <scollier@codywy.gov>

Cc: "Cole, Matthew" <Matthew.Cole@charter.com>, Jenny Cramer <jcramer@codywy.gov>, Utilities <utilities@codywy.gov>, Community Development Review <communitydevreview@codywy.gov>

No comments here.

On Wed, Mar 4, 2026 at 4:02 PM Sean Collier <scollier@codywy.gov> wrote:

As long as the existing structure that is attached to the mobile home is removed, and the removal does not cause damage to the trailer, we have no issues.



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Jenny Cramer <jcramer@codywy.gov>

RE: [EXTERNAL] [Utilities] Sharon K. Riley Irrevocable Trust Minor Subdivision Review

1 message

Cole, Matthew <Matthew.Cole@charter.com>

Wed, Mar 4, 2026 at 1:23 PM

To: Jenny Cramer <jcramer@codywy.gov>, Utilities <utilities@codywy.gov>, Community Development Review <communitydevreview@codywy.gov>

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From: Jenny Cramer <jcramer@codywy.gov>

Sent: Wednesday, March 4, 2026 9:58 AM

To: Utilities <utilities@codywy.gov>; Community Development Review <communitydevreview@codywy.gov>

Subject: [EXTERNAL] [Utilities] Sharon K. Riley Irrevocable Trust Minor Subdivision Review

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Good Morning,

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Please let me know if you have any questions.

Thank you!

--

Jenny Cramer

City Planner

City of Cody

PO Box 2200

[1338 Rumsey Ave.](#)

[Cody, WY 82414](#)

Meeting Date: March 24, 2026 Department: Public Works Staff Reference: Phillip Bowman, Jake Moyer
--

AGENDA ITEM SUMMARY REPORT

Amendment No. 1 to the Agreement for Professional Services with JUB Engineers for the Raw Water Pump Station Project

PROPOSED ACTION:

Informational only — review and discuss Amendment No. 1 to the Agreement for Professional Services with JUB Engineers for the final design of the Raw Water Pump Station Project

SUMMARY OF INFORMATION:

The Cody Raw Water Pump Station Rehabilitation Project (Project) includes the replacement, upgrade, and rehabilitation of the Beck Lake and New Cody raw water pump stations. JUB Engineers was selected as the engineering consultant for the Project in 2025, and the work with JUB has been broken into multiple phases. Phase 1 included evaluation of existing raw water use data, hydraulic modeling of the raw water distribution system, preparation of conceptual designs, and preliminary design drawings and cost estimates with a not-to-exceed fee amount of \$89,600.

Phase 2 includes the preparation of the final design, construction plans and bid documents, final cost estimates, and bidding support to replace three pumps and motors in the New Cody Raw Water Pump Station and two pumps and motors in the Beck Lake Raw Water Pump Station with variable frequency drives (for energy cost savings), control valve for tank level control, roof improvements, and electrical and mechanical modernization for the two pump stations. The negotiated fee for Amendment No. 1 has a not-to-exceed amount of \$133,900, bringing the total amount under contract with JUB to \$223,500.

Upon completion of Phase 2 and award of the Project construction to a contractor, the scope and fee for Phase 3 (construction oversight and administration) of the Project with JUB will be negotiated and presented to City Council for approval at a later date.

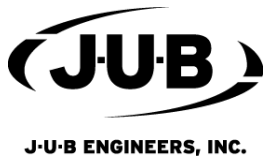
Subject to discussion with the City Council and direction received, City Staff proposes to present Amendment No. 1 to the Agreement for Professional Services for approval at the City Council Regular Meeting on April 7, 2026.

FISCAL IMPACT:

The approved FY 2026 Budget includes \$200,000 for the design of the Project in the Water Enterprise Fund. With approval of Amendment No. 1, the total amount under contract with JUB will be \$223,500. The overage amount (\$23,500) will not be spent prior to the end of FY 2026 on 6/30/2026, and additional funding to complete the Project design and construction is proposed in the FY 2027 Budget in the Water Enterprise Fund.

ATTACHMENTS:

1. Amendment No. 1 to the Agreement for Professional Services with JUB Engineers, Inc.



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Authorization for Contract Amendment

CLIENT: City of Cody

Project Name: Raw Water Pump Station Rehabilitation

J-U-B Project Number: 65-25-015

1. *Amendments.* The following amendments to Attachment 1 – Scope of Services, Basis of Fee and Schedule to the project referenced above have been or will be performed by J-U-B ENGINEERS, Inc. (J-U-B). These Amendments are a supplement to the scope of services contained in J-U-B's existing Agreement for Professional Services for this Project, dated 8/11/25. All other TERMS AND CONDITIONS of said Agreement remain in full force and effect.

Authorization for Contract Amendment #1, Dated 3/9/26

2. *Verbal Authorization by CLIENT, if Applicable.* J-U-B was verbally authorized by the CLIENT to provide these Amendments by:

Name _____
Date

3. *Payment for Amendments.* Unless otherwise noted below, J-U-B will provide these Amendments on a time and materials basis, using J-U-B's standard billing rates or, if applicable, the billing rates established in the initial Agreement for Professional Services.

Other Basis for Payment:

4. *Schedule of Services.* Due to the Amendments, the Schedule of Services to be performed under the original Agreement for Professional Services is modified as follows:

See Amendment

Dated this ____ day of ____, ____.

CLIENT

J-U-B ENGINEERS, Inc.

By: _____
Project Representative or Authorized Signatory for
CLIENT

By: _____
Project Representative or Authorized Signatory for J-U-B

Print or Type Name and Title

Print or Type Name and Title



**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Raw Water Pump Station Rehabilitation

CLIENT: City of Cody

J-U-B PROJECT NUMBER: 65-25-015

CLIENT PROJECT NUMBER: Click or tap here to enter text.

ATTACHMENT TO:

☐ **AGREEMENT DATED:** Click or tap to enter a date.; or

☒ **AUTHORIZATION FOR CONTRACT AMENDMENT #1; DATED: 3/9/2026**

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

The Cody Raw Water Pump Station Rehabilitation Project (Project) includes design and construction administration for replacement, upgrading and rehabilitation of the Beck Lake and New Cody pump intakes and stations. The Project is divided into three phases. Phase 2 includes preparation of final designs, cost estimates and project manual to replace three pumps and motors in the New Cody Raw Water Pump Station and two pumps and motors in the Beck Lake Raw Water Pump Station with variable frequency drives, control valve for tank operation, roof improvements and building electrical and mechanical modernization for the two pump stations.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Phase 2 Task 1: Field Survey

1. Task Goals:
 - a. Acquire field data necessary to complete the design of the project.
2. Task Scope:
 - a. Field map the following using the City of Cody horizontal and vertical datums.
 - i. Topographic survey
 - ii. Utility mapping
 - iii. Other existing improvements (fences, structures, roads, etc.)
 - iv. Detailed dimensions of piping and appurtenances in the buildings.
3. Task Deliverables:
 - a. Digital base map for use during design.

B. Phase 2 Task 2: Final Design

1. Task Goals:
 - a. Prepare project manual and bidding documents to solicit bids.

2. Task Scope:
 - a. Prepare final design drawings and specifications indicating the scope, extent and character of the Work to be performed and furnished by the contractor for the following:
 - i. Replacement of three pumps and motors in the New Cody Pump Station and VFD's.
 - ii. Replacement of two pumps and motors in the Beck Lake Pump Station and VFD's.
 - iii. Building mechanical piping and electrical modernization
 - iv. Roof modifications to include curbing to prevent leaks and roof hatches for pump removal.
 - v. Altitude and check valves, vault and associated piping for tank filling and isolation.
 - vi. SCADA as necessary to operate and monitor the system.
 - b. Visit the site as needed to assist in the preparation.
 - c. Advise City of any recommended adjustments to the opinion of probable construction cost. Engineer will revise the preliminary opinion of probable construction cost according to any updates, changes, and further details added during the Final Design Task.
 - d. Assist Owner in assembling known reports and drawings of site conditions, and in identifying the technical data contained in such reports and drawings upon which the bidders or other prospective contractors may rely.
 - e. Complete final hydraulic analysis.
 - f. Conduct project meetings as necessary to obtain feedback at 60% and 90% design.
3. Task Deliverables:
 - a. 60% Review Plans
 - b. 90% Review Plans
 - c. Final plans and specifications.

C. **Phase 2 Task 2: Bidding Documents**

1. Task Goals:
 - a. Prepare bidding documents and project manual for soliciting bids from contractors, provide bidding support and recommendation
2. Task Scope:
 - a. Prepare contract documents for advertising and bidding.
 - b. Prepare advertisement.
 - c. Conduct Pre-bid Meeting and prepare minutes.
 - d. Issue addenda and answer questions as needed.
 - e. Issue recommendation of award.
3. Task Deliverables:
 - a. Project Manual, Addenda, Recommendation of Award, Bid Tabulation

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
 1. Provide existing information and project documents including:
 - a. City of Cody 2021 Water Master Plan
 - b. City of Cody Raw Water System Hydraulic Model
 - c. Any Record Drawings, design reports, project data available for the existing pump stations, tank, etc.
 2. Provide timely review of communications and submittals.
 3. Provide access to sites and facilities.
 4. Provide detailed information on current operations and deficiencies.
 5. Attend project meetings.
 6. Provide feedback and input on

- a. Design elements
 - b. SCADA,
 - c. Building improvement options,
 - d. Level of service desired,
 - e. Equipment Preferences.
7. Review meeting minutes.

- B. Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
1. Phase 3

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A.** CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:

1. For Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates but the total project fees shall not exceed \$133,900.
2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.

B. Period of Services

1. If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.
2. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.

- C.** CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.

- D.** The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
1	Project Coordination/Management	Time and Materials (Ceiling Amount Shown)	\$6,200	Concurrent with work progress
2	Field Survey	Time and Materials (Ceiling Amount Shown)	\$3,400	Completed within 2 weeks after executed.
3	Design Services 60%	Time and Materials (Ceiling Amount Shown)	\$57,900	Draft for CLIENT review 1 months after executed
4	Design Services 90%	Time and Materials (Ceiling Amount Shown)	\$35,400	Draft for CLIENT review 2 months after 60% Client Comments Received

5	Design Services 100%	Time and Materials (Ceiling Amount Shown)	\$20,300	Final for CLIENT review 2 months after 60% Client Comments Received
6	Bidding	Time and Materials (Ceiling Amount Shown)	\$10,600	TBD
Total:			\$133,900	

PART 5 - CERTIFICATIONS AND DELIVERABLES

- A. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com.
- B. The Client understands and agrees that Artificial Intelligence (AI) may be used as a tool on the Project, (along with AI features that are integral to design and other software). Results of AI and software applications will be reviewed and, if necessary, modified by J-U-B prior to submittal as a Deliverable.

For internal J-U-B use only:

PROJECT LOCATION (STATE): Wyoming

TYPE OF WORK: City

R&D: No

DISCIPLINE: Hydrology & Hydraulics

PROJECT DESCRIPTION(S):

1. Irrigation/Drainage (I06)
2. Water Supply/Distribution (W03)

Meeting Date: March 24, 2026 Department: Community Development Staff Reference: Jenny Cramer

AGENDA ITEM SUMMARY REPORT

Consider the Final Plat of the Sharon K. Riley Irrevocable Trust Minor Subdivision.

PROPOSED ACTION:

City Council review of the Preliminary Plat prior to consideration at the next regular meeting.

SUMMARY OF INFORMATION:

See the attached staff report.

FISCAL IMPACT:

No direct fiscal impact to the City is expected.

ATTACHMENTS:

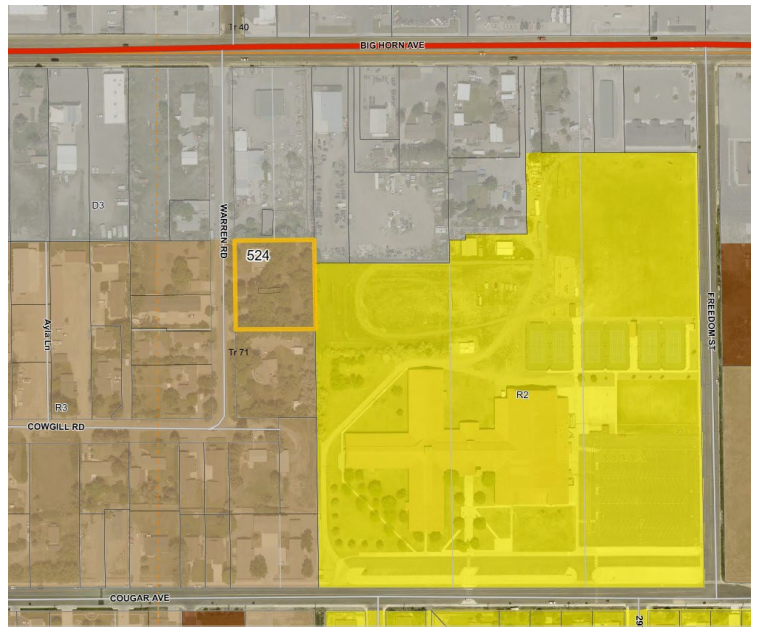
1. PZ Staff Rpt Riley Trust Minor Subdivision Final Plat
2. 25000.89 Riley-Final Plat Draft -3-13-26

CITY OF CODY PLANNING, ZONING AND ADJUSTMENT BOARD STAFF REPORT			
MEETING DATE:	MARCH 19, 2026	TYPE OF ACTION NEEDED	
AGENDA ITEM:		P&Z BOARD APPROVAL:	
SUBJECT:	THE SHARON K. RILEY IRREVOCABLE TRUST MINOR SUBDIVISION FINAL PLAT REVIEW	RECOMMENDATION TO COUNCIL:	X
PREPARED BY:	JENNY CRAMER, CITY PLANNER	DISCUSSION ONLY:	

PROJECT OVERVIEW

A minor subdivision final plat review application has been received from Engineering Associates on behalf of the Sharon K. Riley Irrevocable Trust at 524 Warren Road. The proposed subdivision is called *the Sharon K. Riley Irrevocable Trust Minor Subdivision*. The request is to split the 0.98-acre lot into two (2), 0.49-acre lots. The property is currently developed with two residences and separate utility services on each proposed lot. The property is within the Medium-High Density Residential (R-3) zoning district.

The final plat was circulated to the various city departments and utility companies for review and comments. Their comments are attached to this report.



SUBDIVISION REGULATIONS

The general subdivision ordinance requirements are addressed in the preliminary plat review. The following subdivision variances are requested:

Subdivision Variances:

1. To waive the alley requirement. (City Code Section 11-4-2P)
2. To waive the curb, gutter, sidewalk requirement. (City Code Section 11-4-2Q)
3. To waive the requirement for all open irrigation ditches to be buried or eliminated. (City Code Section 11-5-1J)

Supplemental Materials Required for Final Plat (City Code Section 11-3-3B):

1. Water Rights: A Water Distribution Plan has been submitted with the application materials (and is attached). It has been approved by the Cody Canal Irrigation District Board and approval by the State Engineer's Office must be provided before the Mayor will sign the final plat mylar.
2. Utility company statements have been received and are attached to the staff report.
3. Provided the variances requested are granted, no subdivision improvements are proposed or will be required.
4. No covenants are required or proposed at this time.
5. Evidence of ownership has been provided by a title company as required.

RECOMMENDATION:

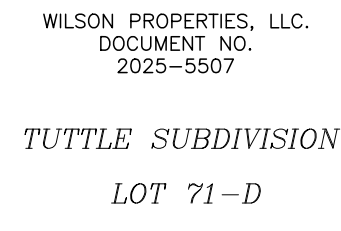
It is recommended that the Planning and Zoning Board recommend to City Council the approval of the Sharon K. Riley Irrevocable Trust Minor Subdivision final plat, subject to the following variances and conditions:

Subdivision Variance:

1. To waive the alley requirement. (City Code Section 11-4-2P)
2. To waive the curb, gutter, sidewalk requirement. (City Code Section 11-4-2Q)
3. To waive the requirement for all open irrigation ditches to be buried or eliminated. (City Code Section 11-5-1J)

Conditions

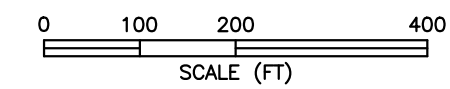
1. The structure crossing the common lot line will be removed prior to the execution and recording of the final plat.
2. Approval of the Water Distribution Plan is required by the State Engineer's Office prior to Mayor signature of the final plat for recording.
3. After the final plat is approved by the council, it shall be recorded in the office of the county clerk not less than one hundred (100) days after the date of approval by the council, or the approval shall be considered null and void, unless written application for an extension of time is made to and granted by the council.



1. VARIANCE TO WAIVE THE ALLEY REQUIREMENT.
2. VARIANCE FROM 11-5-1-J - REQUIREMENT TO BURY IRRIGATION DITCHES
3. VARIANCE FROM 11-4-2-Q - FRONTAGE IMPROVEMENTS.

1. BEARINGS ARE BASED ON THE CITY OF CODY COORDINATE SYSTEM, WHICH IS BASED ON THE WYOMING COORDINATE SYSTEM NAD83 WEST CENTRAL ZONE
2. TOTAL SUBDIVISION ACREAGE = 0.99 ACRES.
3. SUBJECT PARCEL IS MEDIUM - HIGH DENSITY RESIDENTIAL (R3).
4. FUTURE IMPROVEMENT DISTRICTS FOR THE DEVELOPMENT OF CURB, GUTTER AND SIDEWALKS SHALL BE SUPPORTED BY FUTURE OWNERS OF THE LOTS.

 FOUND MONUMENT AS NOTED.
 SET 2" ALUMINUM CAP ON 5/8"x24" REBAR
 SUBDIVISION BOUNDARY
 SUBDIVISION LOT LINES.
 EXISTING EASEMENT
 EASEMENTS DEDICATED THIS PLAT



JOB NO. 25000.89
03/13/2026

Meeting Date: March 24, 2026 Department: Public Works Staff Reference: Phillip Bowman, Jake Moyer
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AGENDA ITEM SUMMARY REPORT

West Yellowstone Avenue Pedestrian Improvements Project — Consultant Selection and Short Form Agreement with HDR Engineering, Inc.

PROPOSED ACTION:

Informational only — discussion of the West Yellowstone Avenue Pedestrian Improvements Project, Consultant Selection, and Short Form Agreement with HDR Engineering, Inc.

SUMMARY OF INFORMATION:

The West Yellowstone Avenue Pedestrian Improvements Project (Project) will complete sidewalk and pedestrian improvements along the south side of West Yellowstone Avenue and east side of 8th Street. The Project has received grant funding from the Wyoming Department of Transportation (WYDOT) through a FY 2026 TAP Grant. The TAP Grant provides funding for the design of the Project in the total amount of \$250,000, with \$226,225 of grant funding from WYDOT and \$23,775 of funding from the City as the required local match. The Subrecipient Agreement between WYDOT and the City was approved by the City Council on November 18, 2025.

With WYDOT TAP Grant funding in place, a Qualifications Based Selection (QBS) process was undertaken to evaluate firms who have shown interest in working with the City on this Project.

A Request for Qualifications (RFQ) was publicly advertised in the Cody Enterprise requesting that qualified firms submit a Statement of Qualifications (SOQ) package to be considered as the City's engineering consultant for the Project. Two (2) firms submitted SOQ packages for evaluation by City Staff:

- Ardurra Engineering of Cody, WY
- HDR Engineering of Lander, WY

A selection committee made up of Jake Moyer (Project Manager), Kris Bruxvoort (Staff Engineer), and Eric Asay (Streets, Fleet, and Grounds Superintendent) reviewed and evaluated the SOQs submitted based on the criteria defined in the RFQ. The selection committee ranked the SOQ packages received, and the #1 ranked firm was HDR Engineering, Inc. (HDR) located in Lander, Wyoming. City Staff have completed negotiations with HDR to develop the scope of work and fee proposal for Phase 1 of the Project (field survey, conceptual planning, and preliminary design), and the Short Form Agreement between Owner and Engineer defining the not-to-exceed fee amount of \$180,006.18 is attached.

Upon completion of Phase 1, an Amendment to the Short Form Agreement will be negotiated for Phase 2 (final design and bidding document preparation) later in calendar year 2026 and presented for City Council approval at a future date. It is anticipated that Phase 1 (preliminary design) will be completed in mid to late 2026 and Phase 2 (final design and bidding documents)

will be completed in early 2027. Upon completion of Phase 2, the City will need to apply for a second, separate WYDOT TAP Grant for construction funding for the Project in 2027. If the second WYDOT TAP Grant is awarded to the City, construction of the Project would likely start in calendar year 2028.

Subject to discussion with the City Council and direction received, City Staff proposes to present the Short Form Agreement with HDR for approval at the City Council Regular Meeting on April 7, 2026.

FISCAL IMPACT:

With approval of the WYDOT Subrecipient Grant Agreement by the City Council on November 18, 2025, the FY 2026 Budget includes \$250,000 in the Streets Maintenance division (through the Capital Acquisition Fund) for design costs of the Project. Approval of the Short Form Agreement in the amount \$180,006.18 is within the existing Project funding.

ATTACHMENTS:

1. Short Form of Agreement Between Owner and Engineer for Professional Services

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **City of Cody, Wyoming** (Owner) and **HDR Engineering, Inc.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **West Yellowstone Avenue Sidewalk Improvements** (Project). Engineer's services under this Agreement (Services) are generally identified as **design services to fill in gaps in the sidewalk network along West Yellowstone Avenue and 8th Street between Canyon Street and Rocky Mountain Car Wash.**

Owner and Engineer further agree as follows:

1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.

2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
 - 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.
- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services within the following specific time period: **In accordance with the project schedule identified Appendix 1.** If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges.
- E. Basis of Payment
 - 1. Owner shall pay Engineer for Services as follows:
 - a. Compensation for Engineer's services under this Agreement shall be on the basis of cost plus fixed fee.
 - b. Engineer's fixed fee will be \$16,479.84.
 - c. Total Cost Not-To-Exceed for the preliminary design phase is \$180,006.18.
 - d. Engineer's Cost Proposal is attached as Appendix 2.

5.01 Termination

- A. Termination for Cause
 - 1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds

diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.
1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not

limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and

4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the laws of the state in which the Project is located.
- L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

7.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or

becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

A. Successors and Assigns

1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Attachments:

Appendix 1, Engineer's Proposed Schedule

Appendix 2, Engineer's Cost Proposal

Appendix 3, Engineer's Scope of Services

Attachment 1, Federal General Provisions

This Agreement's Effective Date is March 12, 2026.

Owner:

(name of organization)

By: _____
(authorized individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

Engineer:

HDR Engineering, Inc.

(name of organization)

By: Jason L. Kjenstad
(authorized individual's signature)

Date: _____
(date signed)

Name: Jason Kjenstad
(typed or printed)

Title: Sr. Vice President
(typed or printed)

Address for giving notices:

101 S Phillips Ave, Suite 401
Sioux Falls, SD 57104

Designated Representative:

Name: Kyle Lehto
(typed or printed)

Title: Project Manager
(typed or printed)

Address:

195 S 5th Street
Lander, WY 82520

Phone: 307-851-8357

Email: Kyle.Lehto@hdrinc.com

This is **Appendix 1, Engineer's Proposed Schedule**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated March 12, **2026**.

6. Project Tasks & Schedule

We understand that the schedule outlined in the SOQ has been included with a completion date of December 2027 to allow for Cody to apply for TAP Construction Funds for the 2028 grant cycle. It is understood that the critical path task for this project is ROW/Easement Acquisition, if needed. The schedule below shows that the need for ROW/easement acquisition, utility relocation, and obstruction relocation will be known by October 2026 with completion of preliminary design plans. If these are not required, the bidding documents would be ready by June of 2027, and we would recommend that Cody applies for Construction funding in the 2028 Grant Cycle (applications are due in June/July 2027). However, if ROW/easement acquisition is required, it is estimated that minimum of 6 months will be required (starting from October of 2026) and if there are any impasses with landowners, we anticipate that the December 2027 design completion date, would be needed. Our goal for this project is to avoid these scheduling obstacles and prepare a design to allow Cody the ability to apply for construction funds in the 2028 grant cycle.

West Yellowstone Sidewalk Improvements Design Schedule																												
			2026												2027													
Task Name	Start	Finish	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec				
Phase 1 - Survey, Easements, Preliminary Design																												
WYDOT Issuance of NTP for Design	3/16/26	3/16/26	*																									
Project Kickoff Meeting (Week of)	3/23/25	3/27/25	*																									
Property Boundary and Topographic Survey	3/30/26	5/22/26																										
Base Mapping & Background Imagery	4/27/26	6/19/26																										
Preliminary Sidewalk Design	6/8/26	10/16/26																										
Preliminary Design Gerrans Drainage	4/6/26	10/16/26		Geotech																								
Environmental-Begin CAT EX - Agency Letters	8/27/25	10/16/25																										
Initial Meetings with Property Owners	8/27/25	10/31/25																										
Updates for Cody Web Page (every 2-months)	5/1/26	11/26/27			*		*		*		*		*		*		*		*		*		*		*			
Determination on ROW/Easement Acquisition	10/16/26	10/16/26								*																		
Determination on Utility Relocation	10/16/26	10/16/26								*																		
Determination on Obstructions in ROW	10/16/26	10/16/26								*																		
Phase 2 - Field Survey, Final Design, and Bidding Documents																												
ROW/Easement Acquisition (if needed)	11/2/26	12/24/27											*Fed Aquisition - 6 months						** TAP Apps Due									
Temporary Encroachment Permits (if needed)	11/2/26	12/24/27																										
Utility Relocation Coordination (if needed)	11/2/26	12/24/27											<--*With WYDOT Assitance-->						<--*W/out WYDOT Assitance-->									
Landowners Coord on Obstructions (if needed)	11/2/26	12/24/27											*Assuming Simple Obstructions						*Assuming Complex Obstructions									
Final Sidewalk Design	10/12/26	3/26/27																										
Final Reconst/Drainage - Gerrans Ave	10/12/26	3/26/27																										
Environmental CAT EX Final	7/5/26	10/30/26																										
WYDOT Environmental CAT EX Review	11/2/26	12/25/26																										
WYDOT Plan and Specification Review	4/5/27	5/25/27																										
Bidding Documents Complete and Ready	6/20/27	6/20/27																*										
2027 TAP Application Due	6/30/27	6/30/27																										

7. Assistance Required from the City

Pertinent relevant existing data: Topography, existing storm sewer locations, storm modeling, storm water data, utility, right of way information, geotechnical information related to the Cody cobble layer, and survey data.

This is **Appendix 2, Engineer's Cost Proposal**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated March 12, **2026**.

COST PROPOSAL - APPENDIX 2

City of Cody
Cody West Yellowstone Sidewalk Improvement Project
TAP Grant Funded through WYDOT
Cody Wyoming

Prepared by:

HDR Engineering, Inc.
325 Main Street
Lander, WY 82520
(307) 228-6063

Design Fee:	\$	163,526.35	Cost-Not-To-Exceed
	\$	16,479.84	Fixed Fee Profit
	\$	180,006.18	Total

Total Fee: \$ 180,006.18

By



3/12/2026

Date

Wyoming Department of Transportation

Direct Salary Multiplier (Without Profit) 2.612 Factor

(See Attachment A)

In support of the costs shown on the previous page, we offer the following:

**DIRECT LABOR COST
MAN-HOUR ESTIMATE**

Project Team					
Dustin Hamilton	10	Man-hours @	\$94.79 /Hour	= \$	947.90
Mike Oakley	10	Man-hours @	\$83.98 /Hour	= \$	839.80
Kyle Lehto	116	Man-hours @	\$57.20 /Hour	= \$	6,635.20
Paden Anderson	191	Man-hours @	\$42.18 /Hour	= \$	8,056.38
Shannon Kaminsky	108	Man-hours @	\$46.50 /Hour	= \$	5,022.00
Michaela Carlson	121	Man-hours @	\$36.97 /Hour	= \$	4,473.37
John Ferguson	44	Man-hours @	\$57.13 /Hour	= \$	2,513.72
Gary Anderson	120	Man-hours @	\$59.63 /Hour	= \$	7,155.60
Nolan Fraser	110	Man-hours @	\$49.37 /Hour	= \$	5,430.70
Gary Wilder	10	Man-hours @	\$54.60 /Hour	= \$	546.00
Paul Sanow	8	Man-hours @	\$89.89 /Hour	= \$	719.12
John Mion	5	Man-hours @	\$56.01 /Hour	= \$	280.05
Kenny Sisson	58	Man-hours @	\$40.69 /Hour	= \$	2,360.02
Dana Wood	58	Man-hours @	\$36.01 /Hour	= \$	2,088.58
Ellie Boeve	12	Man-hours @	\$29.01 /Hour	= \$	348.12
Carla Schwebach	24	Man-hours @	\$59.61 /Hour	= \$	1,430.64
Krista Palmer	46	Man-hours @	\$34.82 /Hour	= \$	1,601.72
Greg Martinez	34	Man-hours @	\$62.60 /Hour	= \$	2,128.40
Total	1085				
DIRECT LABOR COST				\$	<u>52,577.32</u>

SUMMARY OF ESTIMATED COSTS

Preliminary Engineering

Direct Labor Cost

Design, Environmental, ROW Services, and Bidding \$ 52,577.32

DIRECT LABOR SUBTOTAL \$ 52,577.32

Adjusted Direct Labor Cost

Direct salary times multiplier 2.612 \$ 137,331.96

Fixed Fee Profit

Percent of profit 12% \$ 16,479.84

FCCM

FCCM Adjustment 0.005 \$ 262.89

DIRECT LABOR PRELIMINARY ENGINEERING SUBTOTAL \$ 154,074.68

Direct Preliminary Engineering Design Phase Non-Labor Charges

Personal vehicle miles	<u>\$ 246.50</u>
Rental Car Fuel (per gallon)	<u>\$ 180.00</u>
Rental Car (per day)	<u>\$ 380.00</u>
April/May 2026 GSA Lodging Rate (including taxes)	<u>\$ 2,800.00</u>
June 2026 GSA Lodging Rate (including taxes)	<u>\$ 2,870.00</u>
Per Diem (Assumes full day Meals and Incidentals)	<u>\$ 2,220.00</u>
HDR Vehicle Miles	<u>\$ 870.00</u>
Environmental Record Search	<u>\$ 650.00</u>
Title Records Search	<u>\$ 75.00</u>
GPS/Robotic Survey Equipment per hour	<u>\$ 5,000.00</u>
GPS Cost Recovery (Wetland Deleneation) per hour	<u>\$ 100.00</u>
Mailing Costs	<u>\$ 100.00</u>
Outside Printing Costs	<u>\$ 150.00</u>
AGS Geotechnical Services - Subconsultant	<u>\$ 10,290.00</u>

DIRECT PRELIMINARY ENGINEERING NON-LABOR CHARGES SUBTOTAL \$ 25,931.50

TOTAL FEE REQUESTED \$ 180,006.18

Design Cost Not To Exceed	\$ 163,526.35
Design Fixed Fee Profit	\$ 16,479.84
Total	\$ 180,006.18

REIMBURSABLE EXPENSES BILLING RATES

ITEM	BILLING RATES
2 Wheel Drive Personal & HDR Owned Vehicles	Current IRS Rate
B&W and color prints	No Charge
Outside Services (overnight, printing, etc.)	Bill at cost
Meals (per diem)	GSA CONUS
Miscellaneous Expenses	Bill at cost
Motel / Lodging	GSA CONUS
Record Research Costs	Bill at cost
County Line Work and GIS Data	Bill at cost
Rental Vehicles / Fuel misc travel	Bill at cost

SUMMARY OF EXPENSES

Item	Quantity	Price	Cost
Preliminary Design Phase Engineering			
Personal vehicle miles	340	\$ 0.725	\$ 246.50
Rental Car Fuel (per gallon)	45	\$ 4.000	\$ 180.00
Rental Car (per day)	4	\$ 95.000	\$ 380.00
April/May 2026 GSA Lodging Rate (including taxes)	20	\$ 140.000	\$ 2,800.00
June 2026 GSA Lodging Rate (including taxes)	14	\$ 205.000	\$ 2,870.00
Per Diem (Assumes full day Meals and Incidentals)	30	\$ 74.00	\$ 2,220.00
HDR Vehicle Miles	1200	\$ 0.725	\$ 870.00
Environmental Record Serch	1	\$ 650.000	\$ 650.00
Title Records Search	1	\$ 75.00	\$ 75.00
GPS/Robotic Survey Equipment per hour	100	\$ 50.00	\$ 5,000.00
GPS Cost Recovery (Wetland Deleneation) per hour	5	\$ 20.00	\$ 100.00
Mailing Costs	1	\$ 100.00	\$ 100.00
Outside Printing Costs	1	\$ 150.00	\$ 150.00
AGS Geotechnical Services - Subconsultant	1	\$ 10,290.00	\$ 10,290.00

FEE SCHEDULE

Name	Business Title	2024 Hourly Rate (A)	Multiplier (2.612) (B)	FCCM (0.005) (C)	Total Billing Rate *
Dustin Hamilton	Project Principal - PM QA/QC	\$ 94.79	2.612	0.005	\$ 248.07
Mike Oakley	Project Principal	\$ 83.98	2.612	0.005	\$ 219.78
Kyle Lehto	Project Manager	\$ 57.20	2.612	0.005	\$ 149.69
Paden Anderson	Lead Civil Designer	\$ 42.18	2.612	0.005	\$ 110.39
Shannon Kaminsky	Plan Production	\$ 46.50	2.612	0.005	\$ 121.69
Michaela Carlson	Environmental Scientist	\$ 36.97	2.612	0.005	\$ 96.75
John Ferguson	Cultural Resources	\$ 57.13	2.612	0.005	\$ 149.51
Gary Anderson	Senior Land Surveyor	\$ 59.63	2.612	0.005	\$ 156.05
Nolan Fraser	Land Surveyor	\$ 49.37	2.612	0.005	\$ 129.20
Gary Wilder	ROW Exhibits/CADD/Survey	\$ 54.60	2.612	0.005	\$ 142.89
Paul Sanow	Sr Engineer / QA/QC	\$ 89.89	2.612	0.005	\$ 235.24
John Mion	Senior Environmental Engineer	\$ 56.01	2.612	0.005	\$ 146.58
Kenny Sisson	ROW Lead Agent	\$ 40.69	2.612	0.005	\$ 106.49
Dana Wood	ROW Agent/Tech	\$ 36.01	2.612	0.005	\$ 94.24
Josh Hellman	GIS	\$ 48.55	2.612	0.005	\$ 127.06
Ellie Boeve	Administrative Assistant	\$ 29.01	2.612	0.005	\$ 75.92
Carla Schwebach	Project Controller	\$ 59.61	2.612	0.005	\$ 156.00
Krista Palmer	Administrative Assistant	\$ 34.82	2.612	0.005	\$ 91.12
Greg Martinez	ADA Specialist	\$ 62.60	2.612	0.005	\$ 163.82
Clint Conner	Construction Inspector	\$ 39.88	2.612	0.005	\$ 104.37

* Total Billing Rate = (A)(B) + (A)(C)

Billing rate does not include 12% fixed fee profit.

SUMMARY OF HOURS - CODY WEST YELLOWSTONE AVE SIDEWALK IMPROVEMENT PROJECT

6.C.#	Activity	Project Principal PM QA/QC Hamilton	Project Principal Oakley	Project Manager K. Lehto	Engineer P. Anderson	CADD S. Kaminsky	Environmental Scientist M. Carlson	Cultural Resources J. Ferguson	Senior Land Surveyor G. Anderson	Land Surveyor Fraser	ROW Exhibits G. Wilder	QA/QC Sanow	Environmental QC Mion	ROW Lead Agent K. Sisson	ROW Agent/Tech D. Wood	Admin Assistant Boeve	Controller Schwebach	Admin Assistant Palmer	ADA Specialist G Martinez	Task Total
1.0	Project Administration																			0
	Project Set Up, Schedule, Management Software, Guide, Budget	2	1	8	8											12	12	6		49
	Project Management	8	2	10													12	4		36
	Team Monthly Status Meetings			14	12	12	4	4	6	6		2		6	4			12		82
	Visit to project site			8	6															14
	SUBTOTAL	10	3	40	26	12	4	4	6	6	0	2	0	6	4	12	24	22	0	181
2.0	Topographic Survey and Base Map																			0
	Project Set Up and Legal Research			2					16	4								14		36
	Establish Project Control and Differential Level Loops								14	14										28
	Coordinate and Survey Utility Locates								12	14										26
	Design Topographic Survey (field work)								40	40										80
	Design Survey Base Map Creation and Editing			4		8			6	6										24
	ROW Survey (field work)								16	16										32
	ROW Survey Base Map Creation and Editing			2					10	10	6									28
	SUBTOTAL	0	0	8	0	8	0	0	114	104	6	0	0	0	0	0	0	14	0	254
3.0	Environmental Permitting																			0
	Preparing Categorical Exclusion			2	4		36	40					5	6						93
	Aquatic Resource Inventory (Visit and Report)						65													65
	Raptor Survey						16													16
	SUBTOTAL	0	0	2	4	0	117	40	0	0	0	0	5	6	0	0	0	0	0	174
4.0	Preliminary Design																			0
	2D Geometric Design		1	4	21															26
	2D Corner Ramp/ADA Design at Intersections (3 Corners)			6	16														20	42
	ADA Driveway Approaches Design - 2D ADA (14 Driveways)			6	14														14	34
	Analysis at Gerrans Drive			12	24															36
	Sulphur Creek Sidewalk			8	16															24
	Obstruction and Utility Relocation Coordination with WYDOT			6	12															18
	Preliminary Plans and Details and WYDOT Standard Plans			6	20	80														106
	Preliminary Summary Tables			4	24	2														30
	Preliminary Cost Estimate			2	6															8
	Preliminary Plan Review and Meeting		4	8	8	6						6								32
	SUBTOTAL	0	5	62	161	88	0	0	0	0	0	6	0	0	0	0	0	0	34	356
5.0	Real Estate Services - TCEs & ROW Specialist Assistance		2																	0
	Parcel Database / Setup / Update			4										14	6					28
	Review / Update title, deeds, plans, plats										4			12	12					24
	Non-Abstract Title Research (DESKTOP)													4	16					20
	Parcel research of contact - record of calls													12	12					24
	Initial Mailing of Notifications													4	8			10		22
	SUBTOTAL	0	2	4	0	0	0	0	0	0	4	0	0	46	54	0	0	10	0	120
	Total	10	10	116	191	108	121	44	120	110	10	8	5	58	58	12	24	46	34	1085

This is **Appendix 3, Engineer's Scope of Services**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated March 12, **2026**.



Scope of Work – Appendix 3

West Yellowstone Sidewalk Improvements Project

City of Cody

Project Background

The City of Cody is the recipient of TAP Grant funding, which is federal grant money passed through the Transportation Alternatives Program (TAP) and is managed by the Wyoming Department of Transportation (WYDOT). WYDOT's Local Government Group manages the funding, the program requirements and assisted the City in selecting the consultant to perform the design of this project. The City of Cody has selected HDR through a qualifications-based selection as the firm to prepare Design documents.

This scope of work is for completion of a preliminary design phase of the project that includes collection of data to help inform decisions as the project progresses into the final design phase. The data collected in this preliminary design phase will define the scope of work for the final design phase (which will be provided at a future date as part of a contract amendment).

TASK 1.0–Project Administration

- Project Set Up, Schedule, Management Software, PM Duties, Safety Plan, Budget, and Schedule: HDR will establish the filing system for the project, create the team safety plan as well as the quality management plan. The management software will also be loaded with the project schedule and budget to assist in tracking project performance.
- Project Management: HDR will perform project management over the entire project, hosting internal project status meetings, updating project details in the management software tracking budget and schedule and performing invoicing.
- Team Monthly Status Meetings: Project manager will meet monthly with the team for status updates and to track project progress and complications.
- Visit to Project Site: A site visit has been included for the PM and lead designer to incorporate a boots on the ground project kick-off to identify design concerns, concepts, and preliminary planning.

DELIVERABLES:

- Monthly progress reports.

ASSUMPTIONS:

- The preliminary design phase duration is anticipated to be no longer than 7 months.

TASK 2.0 – Project Surveying

The work in this Task includes:

- Establishing Project Control: Project Control that has been used on previous projects HDR has completed in Shoshoni will be evaluated and re-established within the City of Cody. HDR will complete a level loop and set control points to provide vertical accuracy in the survey data collected.
- Courthouse Research for Ownership Documents: HDR will perform the legal document research to determine the ownership of the properties, including the public right of way, in the vicinity of the project. HDR will obtain copies of platting and use this information to verify, or to reproduce the right of way in our design drawings.
- ROW Field Survey and Drawing Work: HDR will search for and tie the necessary property corners to tie the right of way accurately, along with the data found at the courthouse. HDR will also obtain the right of way line work from the County. Using the three resources mentioned, the Right of Way will be established for the project.
- Topographic Survey: The topographic survey of the project area and right-of-way will be performed. Survey to define the existing terrain, infrastructure such as back of curb, utility locates and visible infrastructure such as signs, fire hydrants etc will also be performed to create the project base map for use in design.
- Utility Ties / Locate Ties: HDR will use the one call process for utility locates to notify utility owners of the need to come identify and mark utilities in the project area. HDR will survey in utilities that are located on site by the different utility owners.
- Aerial Imagery: An aerial image will be downloaded and utilized as background information to aid with design and for use on plan sheets.

ASSUMPTIONS:

- HDR will tie the location of utilities that are marked in the field. At this time it is not anticipated to include hydro-vac or pot holing to determine the depth of the utilities. The utilities will show at a depth as given by the utility owner.
- HDR will tie the location of section corners and property corners as found in the field. This scope does not include the installation of new property corners that are missing or damaged.
- To provide accurate vertical data, all topographic survey will be completed using a robotic level or total station.

DELIVERABLES:

- Base map with topo, utilities, and existing ROW.

TASK 3.0 – Environmental Permitting

HDR understands that the project is funded with a Transportation Alternatives Program (TAP) grant administered by the Wyoming Department of Transportation (WYDOT). WYDOT will serve as the lead agency for the project. HDR will prepare environmental documentation, assumed to be a Categorical Exclusion (CatEx), for this project in order to comply with WYDOT's National Environmental Policy Act (NEPA) requirements. This task consists of the environmental document and permitting preparation necessary for the project.

- Categorical Exclusion: Due to TAP funding, a WYDOT CatEx document will be prepared for the project. The CatEx document will describe the project purpose and need, evaluate proposed alternatives, summarize responses from resource agencies, and identify potential impacts to resources from the project.
 - Agency Coordination – Agency scoping letters will be sent to agencies to request comments on the project.
 - Cultural Resources - HDR will conduct a Class I cultural records review to identify previously recorded sites and previous cultural resource surveys within one mile of the Area of Potential Effect (APE). Records review will be conducted through the Wyoming State Historic Preservation Office (SHPO) WyoTrack database. Additional research will include a review of General Land Office (GLO) records, county records, and historical maps. If cultural resources older than 50 years are discovered during the records review or if SHPO determines additional investigation is required, WYDOT may recommend a Class III cultural resource survey which HDR would then provide under a scope amendment.
 - Wetland Delineation – An onsite wetland delineation would be conducted to determine the presence and extent of wetlands and other Waters of the United States (WOTUS) within the project's study area. This will include a delineation of Ordinary High Water Marks (OHWM) located within the study area.
 - Site Review – an overview site visit would be conducted to document the location of the proposed pathway and its relationship to environmental resources.
 - Raptor Survey – an on-site raptor survey would be completed within a one-mile buffer of the project area in accordance with Wyoming Game and Fish Department guidance.

ASSUMPTIONS:

- A CatEx will be the environmental document required by WYDOT and the standard Local Public Agency template will be used.
- One site visit during the growing season would be required to complete the wetland delineation survey and review for potential threatened and endangered species habitat.
 - Assuming 2 HDR environmental scientists would complete this survey and one wetland and one OHWM would be delineated.

- Assume landowner access would be granted prior to field visit.
- Impacts to WOTUS, if present, are anticipated to qualify for authorization under NWP 14 - Linear Transportation Projects. HDR will prepare supporting documentation necessary for a Pre-Construction Notification (PCN), if required. WYDOT, as the permit applicant, will submit the PCN through the USACE Regulatory Request System (RRS).
- If additional aquatic resources occur and the project cannot be permitted under NWP 14, HDR would prepare an amendment to this scope.
- One site visit during the nesting period for raptor species in WY (February-early April) would be completed.
 - Assuming 2 HDR environmental scientists would complete this survey.
- One (1) previously documented raptor nest is located approximately 1 mile from the project area. No additional raptor nests are present within 1 mile of the project area.
- Agency coordination letters would be sent to U.S. Army Corps of Engineers (USACE), Wyoming Game and Fish Department (WGFD), and U.S. Fish and Wildlife Service (USFWS).
- Cultural resources consultation with Wyoming SHPO, Eastern Shoshone THPO, and Northern Arapaho THPO will be conducted by WYDOT as the lead agency if determined necessary.
- The study area would be reviewed for potential habitat for federally listed threatened and endangered species during the site review. This scope excludes detailed habitat assessments to confirm presence or absence of suitable habitat, species-specific protocol surveys, or preparation of a Biological Assessment. These services can be provided under a scope amendment, if required.
- A “no effect” determination is anticipated for federally listed threatened and endangered species potentially within the study area.
- The study area is not located in Sage-grouse Core Management Area.
- If the project is located within a FEMA-mapped floodplain and coordination with the local floodplain administrator is determined to be necessary, HDR may perform this coordination under a scope amendment.
- Agency scoping responses would not indicate the need for additional fieldwork or studies beyond what is outlined in this scope. Follow up on responses may be required and would be completed by phone or email.
- A public meeting will not be necessary for the project.
- The project would not impact Section 4(f) properties. It is assumed that the sidewalk on the north side of Yellowstone Avenue will remain in place with no impacts.
- A Class I (Desktop) review of cultural resources would be appropriate, and a Class III Field Survey would not be required.

- A *No Historic Properties Affected* or *No Adverse Effects* to cultural resources determination would be made for Section 106 of the National Historic Preservation Act (NHPA), and the State Historic Preservation Office (SHPO) would concur. Should the project have an adverse effect on NRHP-eligible site(s) identified during the records review, HDR additional consultation with the lead agency and SHPO to determine and conduct appropriate mitigation measures would require a scope amendment.
- No Tribal coordination, including letters, would be required.

DELIVERABLES:

- Categorical Exclusion Document - Electronic Copy
- Aquatic Resource Inventory Report – Electronic Copy
- Aquatic Resource Boundaries (GIS shapefiles) - Electronic Copy
- Cultural Resources Assessment of Effects Memorandum – Electronic Copy

TASK 4.0 – Preliminary Design

The work in this Task includes:

- Geotechnical Investigation at Gerrans Ave. HDR will partner with Advanced Geotechnical Solutions (AGS) to perform Geotechnical Investigation Services.
 - AGS will complete borings and conduct cone penetrometer tests on Gerrans Ave to determine if the Cody Cobble layer is near this location and will provide pavement design recommendations for Gerrans Avenue for reconstruction of the intersection and street.
 - The initial investigation will be to gather data. A secondary investigation may be needed during the final design phase of the project if utilizing the Cody Cobble layer to infiltrate storm water becomes the preferred alternative.
- HDR will design 2D Geometry for the proposed sidewalk improvements.
- Sidewalks will be designed as attached sidewalks that fit within the existing rights-of-way, connected to the top back of curb, adjacent to the roadway.
- Existing Curb and Gutter will likely need to be replaced to make ADA improvements at corner ramps and some driveway approaches.
- HDR will identify utility conflicts and other obstructions within the ROW and hold discussions with the WYDOT Utility Section, District Office, and the City. It is assumed WYDOT will coordinate moving utilities that are in conflict within the right-of-way or will allow for design solutions that do not require moving the utilities

(example: adding a detached sidewalk with a grass, planting, or non-pedestrian area).

- Typical sidewalk installation is performed based on existing curb and gutter grades. Gerrans Avenue has been identified as having drainage issues. The existing grades will be analyzed and a determination will be made on if Gerrans Avenue can be reconstructed to improve the drainage by taking out low spots and surface draining out and along the highway.
 - If surface drainage is not achievable a more in depth storm analysis and storm sewer design, including the Cody Coble layer, will be completed as part of the final design phase.
- It is assumed that valley gutter (AKA double gutter) design across existing roadways will not be required as part of the project (with the exception of the Gerrans Avenue intersection which will be analyzed for surface drainage).
- The section of sidewalk adjacent to Sulphur Creek will be analyzed to determine impacts to fill slope based on sidewalk width. A determination will be made regarding whether a retaining wall will be needed at this location to accommodate a new sidewalk. If a retaining wall is required, it will be included in the final design phase scope and fee and will include additional geotechnical work and structural design required.
- Thickened Sidewalk (double gutter) will be planned at existing driveway approaches and that all existing driveway approaches will be replaced at or near their current locations. Negotiation for removal of approach accesses are not included as a part of HDR's scope of work, and if needed will be completed by WYDOT staff.
- The following preliminary plan sheets will be provided to show the design:
 - Title Sheet
 - General Notes/Legend
 - Layout Sheet
 - Construction Sheets
 - WYDOT Std Plans
- WYDOT Standard Plans 608-1B and 609-1B will be incorporated into the plans for reference with any HDR revisions marked in red. Sheets will be incorporated as published with WYDOT title block and border.
- Preliminary Plans will show the horizontal design of the proposed improvements.
- Preliminary Plans – Internal QA/QC ADA Compliance Review.
- Preliminary Plans – Review Meeting with Owner and WYDOT.



- A Preliminary Engineer's Estimate will be completed and provided to the City of Cody and WYDOT

ASSUMPTIONS:

- After the preliminary design phase is completed, a final design scope and fee will be negotiated to include final design once some of the unknowns identified above have been investigated.
- It is assumed that HDR, the City of Cody, and WYDOT will meet and select a preferred group of ramp styles for use on the project. Using consistent ramp styles where possible will increase efficiency in construction and be easier for maintenance during snow removal etc.

DELIVERABLES:

- Preliminary Plans
- Geotechnical Report
- Preliminary cost estimate

TASK 5.0 – Real Estate Services – Temporary Construction Easements – ROW Specialist Assistance

The work in this Task includes:

ASSUMPTIONS:

- HDR to provide technical guidance regarding Real Estate Services being performed by the City of Cody (City). There are up to 14 parcels adjacent to the project limits that could be impacted by the project. HDR will set up parcel project folders. HDR will conduct preliminary investigations for the project to gather data so that if acquisitions are required, they can be completed in a final design phase of the project.
- It is assumed TAP Grant funding resource requirements are to be followed in accordance with using Federal Funded Project. HDR assumes acquisitions will be done in accordance with Code of Federal Regulation Title 49 Transportation; Part 24: Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs; the Wyoming Department of Transportation Right of Way Manual; and applicable laws of the State of Wyoming.
- HDR will perform a noncertified-abstract title research online from the local county courthouse to determine vested ownership only. Should the project require right of way acquisition of fee-simple, a certified abstract title research will be conducted by a local title company in the final design phase. Title research of vested owner will be used for HDR design team to include within project acquisition plans released.



- HDR assumes services will be conducted from a desktop view and no travel expenses are required.
- HDR will conduct parcel owner contact information research to gather parcel owner data so that landowners can be contacted and introduced to the project.
- HDR will generate a project introductory letter that will be mailed to all potentially impacted landowners.

DELIVERABLES:

- Up to 14 vested ownership deeds.
- Project introductory letters tracked and mailed to adjacent landowners.
- Landowner contact information database.

This is **Attachment 1, Federal General Provisions**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated March 12, **2026**.

ATTACHMENT 1.

FEDERAL GENERAL PROVISIONS

The below General Provisions shall also apply to all subconsultants engaged by the Consultant.

SECTION A. ASSUMPTION OF RISK

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

SECTION B. ACCESS TO RECORDS

The *City of Cody* and its representatives shall have access to any books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement.

SECTION C. BREACH OF AGREEMENT

The Consultant agrees to provide all professional services as required by the terms, conditions, provisions, and obligations of this Agreement. Failure by the Consultant to perform as required by the terms, conditions, provisions, or obligations of this Agreement shall constitute a breach of contract. The *City of Cody* shall consider a Consultant's failure to perform as a material breach of contract when it can be determined that the terms, conditions, provisions, or obligations of the Agreement will not be completed and the *City of Cody* will incur additional cost, lost opportunity, or additional time to obtain the same or equal Agreement deliverables. A material breach may result in remedies as the *City of Cody* deems appropriate, which may include, but are not limited to:

1. Termination as provided in SECTION V – TERMINATION OF AGREEMENT;
2. Withholding monthly progress payments;
3. Assessing damages/sanctions;
4. Disqualifying the Consultant from future solicitations; and/or
5. Legal remedy.

SECTION D. LIMITATIONS ON LOBBYING ACTIVITIES

By signing this Agreement, the Consultant certifies and agrees that, in accordance with P.L. 101-121, payments made from federal appropriated funds shall not be utilized by the Consultant or its subconsultants in connection with lobbying member(s) of Congress, or any federal agency in

connection with the award of a federal appropriated fund, Agreement, cooperative agreement or loan.

SECTION E. COMPLIANCE WITH LAWS

The Consultant shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.

SECTION F. CONFLICTS OF INTEREST

1. The Consultant shall not engage in providing consultation or representation of clients, agencies, or firms which may constitute a conflict of interest which may result in a disadvantage to the *City of Cody* or a disclosure which may adversely affect the interests of the *City of Cody*. The Consultant shall notify the *City of Cody* of any potential or actual conflicts of interest, including financial or other personal interests, arising during the course of the Consultant's performance under this Agreement. This Agreement may be terminated in the event a conflict of interest arises. Termination of this Agreement will be subject to a mutual settlement of accounts. In the event this Agreement is terminated under this provision, the Consultant shall take steps to ensure that all files, evidence, evaluations, and data are provide to the *City of Cody* or its designee. This provision does not prohibit or affect the Consultant's ability to engage in consultations, evaluations, or representation under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.
2. A conflict of interest may be considered a material breach of this Agreement. In the event the Agreement is terminated under this provision, the Consultant shall take steps to insure that all files, evidence, evaluation, and data are provided to the *City of Cody* or its designee.
3. A material breach under this section may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

SECTION G. DETERMINATION OF ALLOWABLE COSTS

The Consultant shall assure, prior to submittal of periodic progress payments, that all costs are in accordance with federal cost principals as provided in 48 CFR 31. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

SECTION H. DISADVANTAGED BUSINESS ENTERPRISE ASSURANCE

The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR 26 in all subconsultant contract documents.

Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

SECTION I. ENVIRONMENTAL POLICY ACTS

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

SECTION J. ERRORS AND OMISSIONS

The Consultant shall be responsible for assuring that professional services provided under this Agreement are accurate and without mistakes or omissions. The Consultant shall endeavor to perform services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The *City of Cody* shall notify the Consultant at the earliest possible time of the professional services which require corrective action and the Consultant, by mutual agreement with the *City of Cody* and without additional compensation, shall correct those services. Failure by the Consultant to carry out these requirements may be considered, in the sole discretion of the *City of Cody*, a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

SECTION K. HUMAN TRAFFICKING

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

1. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procures a commercial sex act during the period of time that the award is in effect; or
3. Uses force labor in the performance of the award or subawards under the award.

SECTION L. KICKBACKS

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

SECTION M. MANDATORY DISCLOSURES

The Consultant shall disclose, in a timely manner, in writing, to the *City of Cody* all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for non-compliance including suspension or debarment.

SECTION N. MONITORING ACTIVITIES

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

SECTION O. NO FINDER'S FEES

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

SECTION P. NONDISCRIMINATION

The Consultant shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement. Federal law requires the Consultant to include all relevant provisions of this Agreement in every subconsultant awarded over Ten Thousand dollars and no cents (\$10,000.00) so that such provisions are binding on each subconsultant.

SECTION Q. OWNERSHIP AND RETURN OF DOCUMENTS AND INFORMATION

The *City of Cody* is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Agreement. Upon termination of services, for any reason, the Consultant agrees to return all such original and derivative information and documents to the *City of Cody* 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.

SECTION R. PATENT OR COPYRIGHT PROTECTION, AND RIGHTS IN DATA

The Consultant 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 Consultant or its subconsultants shall violate any such restriction. The Consultant shall defend and indemnify the *City of Cody* for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.

Copyrighting or other exclusions placed on any documents or materials developed by the Consultant, its sublets, agents or assigns under this Agreement are prohibited.

Data produced, furnished, acquired, or used in meeting the terms and conditions of this Agreement shall be available to the *City of Cody*, WYDOT and/or the federal funding agency with unlimited rights. Data means all recorded information, regardless of form, to include both technical – scientific or technical nature - and computer software information. It does not include information related to administration of the Agreement such as financial, cost or pricing, or management information. Unlimited rights means that the *City of Cody*, State or federal agency has the right to use, disclose, reproduce, and distribute the data in any manner and for any purpose, and to permit others to also have unlimited rights. Meanings and uses described in this SECTION P are superseded and/or supplemented by 48 CFR 52.227-14.

SECTION S. PROFESSIONAL REGISTRATION

The Consultant shall endorse, if required by law, plans and reports prepared under this Agreement, and shall affix thereto his or her seal of professional registration, showing that he or she is licensed to practice in the State of Wyoming.

SECTION T. PUBLICITY

Any publicity given to the projects, program 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 Consultant and related to the services and

work to be performed under this Agreement, shall identify the *City of Cody*, WYDOT, and the federal funding agency as the sponsoring agencies and shall not be released without prior written approval of the *City of Cody*.

SECTION U. SUSPENSION AND DEBARMENT

By signing this Agreement, the Consultant certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, the Consultant agrees to notify the *City of Cody* by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

SECTION V. TERMINATION OF AGREEMENT

The *City of Cody* may terminate all or part of the Agreement, without cause, upon thirty (30) days written notice. The Agreement may be terminated by the *City of Cody* immediately for cause if the *City of Cody* determines that the Consultant has failed to perform as required by the terms, conditions, provisions, or obligations of the Agreement – Termination for Cause or Breach – or the *City of Cody* determines that termination is in the public’s best interest – Termination on Public’s Behalf/Convenience. In either event, compensation shall be made to the Consultant based upon the progress of the work performed prior to termination.

Work performed shall be defined as the deliverables specified in the Agreement and accepted by the *City of Cody*, and not the labor hours billed. The ownership of the work completed or partially completed at the time of such termination or abandonment shall be retained by the *City of Cody*.

The *City of Cody* shall notify the Consultant, in writing, of Agreement termination.

SECTION W. TITLE VI ASSURANCES FOR NON-DISCRIMINATION

The Consultant agrees to comply with the requirements of the nondiscrimination clauses as described in the U.S. Department of Transportation (DOT) Order 1050.2.

SECTION X. ADMINISTRATION OF FEDERAL FUNDS

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

SECTION Y. COPYRIGHT LICENSE AND PATENT RIGHTS

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

SECTION Z. FEDERAL AUDIT REQUIREMENTS

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

SECTION AA. NON-SUPPLANTING CERTIFICATION

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

SECTION BB. PROGRAM INCOME

The Consultant shall not deposit federal appropriated funds in an interest bearing account without prior approved of WYDOT. Any income attributable to the appropriated funds distributed under this Agreement must be used to increase the scope of the program or returned to the *City of Cody*.

SECTION CC. APPLICABILITY OF APPENDIX II TO 2 CFR PART 200

This Agreement has been funded, in whole or in part, with Award of Federal funds and is bound by the federal contract provisions required by the Uniform Guidance Appendix II of 2 CFR Part 200 (the Federal Contract Provisions), incorporated herein by this reference. In the event of a conflict between the Federal General Provisions section of this Agreement, or any attachments or exhibits incorporated herein, and the Federal Contract Provisions, the Federal Contract Provisions shall control. Failure to comply with the Federal Contract Provisions shall constitute an event of default under this Agreement. If such a default remains uncured five (5) calendar days following the termination of a thirty (30)-day prior written notice period, the *City of Cody* may terminate this Agreement. This remedy will be in addition to any other remedy available to the State of Wyoming, WYDOT, and the *City of Cody* under this Agreement, at law, or in equity.

(In addition to the Federal General Provisions listed above, additional provisions available from WYDOT shall be used in all consultant contracts which utilize Federal Transit Administration funding.)

ATTACHMENT 2

BREACH OF AGREEMENT (Administrative Written Procedures)

Consultant agreements will incorporate Federal General Provisions regarding breach of agreement consistent with 23 CFR 172 and 2 CFR 200. These Regulations require written procedures to address contractual, legal, and administrative remedies including sanctions and penalties where consultants breach agreement terms, conditions, provisions, or obligations. For purposes of these written procedures, the Agreement terms, conditions, provisions, or obligations will be referred to as Agreement Services.

Numerous Federal General Provisions will be administered using these written procedures. For purposes of administering consultant agreements, breach of agreement may result when analyzing a consultant's professional services under any of the following Federal General Provisions:

ATTACHMENT 1. FEDERAL GENERAL PROVISIONS

SECTION C. BREACH OF AGREEMENT
SECTION F. CONFLICTS OF INTEREST
SECTION G. DETERMINATION OF ALLOWABLE COSTS
SECTION H. DISADVANTAGED BUSINESS ENTERPRISE ASSURANCE
SECTION J. ERRORS AND OMISSIONS
SECTION K. HUMAN TRAFFICKING SECTION
U. SUSPENSION AND DEBARMENT

The consultant's responsibility to make prompt payment to subconsultants will be administered through these written procedures, as required by SECTION VI(C) – Consultant Payments and Retainage and the consultant agreement.

Contractual Remedy

Contractual remedy is provided when the above provisions are physically incorporated, or incorporated by reference, into an executed Agreement. Additionally, contractual remedy requires the physical incorporation of ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION V – TERMINATION OF AGREEMENT.

Legal Remedy

Legal remedy is provided by the physical incorporation of ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION E – COMPLIANCE WITH LAWS and enforcement of the Agreement as governed by the laws of the State of Wyoming.

Administrative Procedures, Sanctions, and Penalties

City of Cody concerns with consultant performance and/or adherence to Agreement Services will most often be resolved through the coordination and resolution efforts as outline in SECTION XIII – AGREEMENT ADMINISTRATION of this document. The authorized representative/primary contact of the *City of Cody* should document all administrative issues and subsequent resolutions, from start to completion of the Agreement.

There may be an occurrence when a cooperative and acceptable resolution cannot be reached between the *City of Cody* and the Consultant. At those occurrences, the *City of Cody* will typically make the determination that the Consultant has failed to perform Agreement-required acceptable work, has failed to progress in the performance of Agreement Services, or has not and will not comply with General Provisions. When that determination concludes that the Agreement Services cannot be completed and the *City of Cody* will incur additional cost, lost opportunity, or additional time to obtain the same or equal Agreement deliverables, the threshold for a material breach of agreement has been reached and will invoke ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION C – BREACH OF AGREEMENT and the resultant remedies, including ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION V – TERMINATION OF AGREEMENT.

A *City of Cody* determination that the Consultant has failed to perform Agreement-required acceptable work, has failed to progress in the performance of Agreement Services, or has not and will not comply with General Provisions will need to be supported by the *City of Cody* documentation of monitoring activities as allowed by ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION N – MONITORING ACTIVITIES. Issues concerning the Consultant's billing of allowable costs should be evaluated in accordance with ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION B – ACCESS TO RECORDS.

The threshold for a material breach of agreement requires that the Consultant has failed to perform Agreement Services and that the *City of Cody* has or will incur additional cost, lost opportunity, or additional time to obtain the same or equal Agreement deliverables. Both represent a high threshold to assure an acceptable outcome and, as a result, the *City of Cody* representative through monitoring activities must identify and document unresolved issues early in the Agreement, before either the Consultant or the *City of Cody* has incurred substantial cost or time. All unresolved issues should be promptly addressed, either reaching resolution, arriving at reasonable penalties/sanctions, or concluding breach of agreement with the resultant remedies,

including ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION V – TERMINATION OF AGREEMENT.

Penalties and/or sanctions typically available to the *City of Cody* would be structured as 1) compensatory damages, 2) specific performance, or 3) termination.

Damages, based on additional cost or time incurred by the *City of Cody*, could be quantified and pursued. Damages, based on lost opportunity incurred by the *City of Cody*, may be more difficult to quantify. Lost opportunity could include *City of Cody* delays in the delivery of supplemental work or successor agreements for work, or delay in the year of project construction and the related increased construction costs. Other lost opportunities may be identified and quantified.

Specific performance would require the Consultant to pursue Agreement Services, with adjustment to allowable costs. Specific performance would be used as a remedy, either prior to or for breach of agreement, if the work required by the Agreement required special expertise, is an emergency, or is only available from a single or restricted number of firms. In those cases, damages would not suffice to place the *City of Cody* in as good a position as it would have been had the breach not occurred.

Termination of the Agreement is presented in ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION V – TERMINATION OF AGREEMENT. The *City of Cody* may terminate the Agreement, and either pursue restitution or not pursue restitution. Restitution, as a remedy, means that the *City of Cody* is put back in the position it was in prior to the breach; without restitution, the Agreement is terminated with both the Consultant and the *City of Cody* no longer under any Agreement obligation.

Meeting Date: March 24, 2026 Department: Public Works Staff Reference: Phillip Bowman
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AGENDA ITEM SUMMARY REPORT

Belfry Bridge Boat Ramp Improvement Project - Grant funding opportunity from Wyoming Outdoor Recreation & Tourism Trust Fund

PROPOSED ACTION:

Informational only - discussion of potential grant funding from the Wyoming Outdoor Recreation & Tourism Trust Fund for the Belfry Bridge Boat Ramp Improvement Project

SUMMARY OF INFORMATION:

The Belfry Bridge Boat Ramp Improvement Project (Project) has received grant funding from the Wyoming Game and Fish Department (G & F) for the design of the Project. City Council approved Amendment One to the Grant Agreement on October 7, 2025, and the grant provides \$115,000 of funding in the FY 2026 Budget. Morrison-Maierle (MM) was selected as the engineering consultant for the design of the Project, and the Standard Agreement for Phase 1 of the Project (field survey, conceptual planning, and preliminary design) with a not-to-exceed fee amount of \$69,390 was approved by City Council on February 17, 2026.

City Staff have recently learned about a grant opportunity to provide construction funding for the Project through the Wyoming Outdoor Recreation & Tourism Trust Fund (ORTTF). The ORTTF has released \$2.0 million of grant funding available in 2026, and the grant application is due on April 11, 2026. City Staff proposes to apply for an ORTTF grant in the total amount of \$715,000, with ORTTF grant funding of \$500,000 (70%) and the required City match of \$215,000 (30%). If the grant is awarded to the City, the funding would be available for use in the spring of calendar year 2027 (after state legislature approval). This aligns well with the potential start of construction on the Project in the fall of 2027 after the irrigation season ends with a resultant lowering of flows in the Shoshone River.

To document support of the City Council with the application materials, City Staff recommends approval of Resolution 2026-06 as attached. Subject to discussion with the City Council and direction received, City Staff proposes to present Resolution 2026-06 for approval at the City Council Regular Meeting on April 7, 2026.

FISCAL IMPACT:

None at this time.

ATTACHMENTS:

1. Resolution 2026-06
2. Wyoming Outdoor Recreation & Tourism Trust Fund

RESOLUTION 2026 - 06

**A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR
GRANT FUNDING THROUGH THE WYOMING OUTDOOR RECREATION &
TOURISM TRUST FUND FOR THE CONSTRUCTION OF THE
BELFRY BRIDGE BOAT RAMP IMPROVEMENTS PROJECT**

WITNESSETH

WHEREAS, the governing body for the City of Cody desires to participate in the Wyoming Outdoor Recreation & Tourism Trust Fund grant program to assist in funding this project;

WHEREAS, the governing body for the City of Cody recognizes the community support and need for the project;

WHEREAS, the governing body for the City of Cody is seeking a combination of grant funding and the required local cash match to complete construction of the first phase of the project;

WHEREAS, the governing body for the City of Cody agrees to set aside a minimum of Two hundred and fifteen thousand (\$215,000) as a line item in its budget for the required thirty percent (30.0%) local cash match on the project;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY for the City of Cody that a funding application requesting Five hundred thousand dollars (\$500,000) of grant funding be submitted to the Wyoming Outdoor Recreation & Tourism Trust Fund for construction of the Belfry Bridge Boat Ramp Improvements Project.

BE IT FURTHER RESOLVED, THAT Jake Moyer, Project Manager, is hereby designated as the Project Manager for the City of Cody to act on behalf of the governing body on all matters relating to this funding application.

PASSED, APPROVED AND ADOPTED this 7th day of April, 2026.

Lee Ann Reiter, Mayor, City of Cody

ATTEST:

Tina Gail, Administrative Services Director



Wyoming Outdoor Recreation and Tourism Trust Fund

2026 Program Guide



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INTRODUCTION

The Wyoming Outdoor Recreation and Tourism Trust Fund (ORTTF) was established by House Bill 74 in 2023. The purpose of the fund is to promote, preserve, and enhance Wyoming's outdoor recreation and tourism infrastructure and its people for current and future generations. With a competitive grant program, projects will result from collaboration and innovation. The ORTTF Board administers funds.

2026 will be the first year grants are available through this program. This program guide is designed as a resource for applicants seeking to apply to the Outdoor Recreation and Tourism Trust Fund. It outlines specific requirements and provides examples of eligible projects. The ORTTF Board reserves the right to review these guidelines annually or as it sees fit.

Outdoor Recreation and Tourism Trust Fund Board (ORTTF)

The Board is a volunteer board composed of experts from Wyoming's outdoor

recreation and economic development industries. The Secretary of the Board is the Manager of the Office of Outdoor Recreation (OREC). The nine-member committee represents a broad range of outdoor recreation interests from across the state, organized by judicial district. The Board is appointed by the Governor and confirmed by the Senate. The Board is governed by W.S. 36-4-204 through 36-4-206, the ORTTF Administrative Rules, and the adopted policy document.

For more information about the Outdoor Recreation and Tourism Trust Fund and to apply for grant funding, please visit our website at wyorec.com.

PROGRAM CONTACTS

Brynn Hirschman, Grant Coordinator
307-701-5011
Brynn.Hirschman@Wyo.Gov

Mark Tesoro, ORTTF Secretary
307-679-2507
Mark.Tesoro@Wyo.Gov

FUNDING TIMELINE FOR 2026

By state statute, “small project” means a project for which the total of all grants sought or previously awarded under this act is less than two hundred thousand dollars (\$200,000.00) and “large project” means a project for which the total of all grants sought or previously awarded under this act equals or exceeds two hundred thousand dollars (\$200,000.00).

	Projects under \$200,000.00	Projects at or above \$200,000.00
<i>Application Opens:</i> <i>Application Closes:</i> <i>Site Visits:</i> <i>Announce Recipients:</i>	February 25, 2026 April 11, 2026 April to July July 2026	February 25, 2026 April 11, 2026 April to July 2027

****The Wyoming State Legislature must approve projects at or above \$200,000.00.****

ELIGIBILITY

Eligible applicants include:

- Governmental entities such as federal and state agencies, counties, cities, towns, school districts, and special districts
- Colleges and the University of Wyoming
- Eastern Shoshone and Northern Arapaho Tribes, or cooperative tribal governing body
- Non-profit organizations

Ineligible applicants include private individuals and for-profit entities.

The project must be located in Wyoming and provide direct benefits to Wyoming residents and visitors.

The ORTTF supports permanent, publicly accessible outdoor recreation and tourism infrastructure projects that engage communities and visitors in outdoor activities. This could be related to:		
Adaptive outdoor recreation of all types.	Nature enjoyment: wildlife viewing and photography, birdwatching, nature walks, and stargazing/dark sky	Snow activities: skiing, snowboarding, snowshoeing, snowmobiling
Camping: tent, RV, yurt	Off-road motorized: UTV, ATV, off-road motorcycles	Trail activities: horseback riding, backpacking, mountain biking, trail running, hiking
Education and interpretation: visitor centers, parking, staging area, picnic areas, and observation decks	Rock and mountain activities: all types of outdoor climbing	Water activities: canoeing, kayaking, swimming, paddle boarding, motorized boating, rafting
Fishing	Shooting activities: archery, target, skeet	



<i>Eligible Costs</i>	<i>Ineligible Costs</i>
• Any material necessary to complete your infrastructure project. • Renting or contracting for heavy equipment and purchasing needed hand tools for your infrastructure construction or repairs. • Surveys completed by and for the State Historic Preservation Office (SHPO). • Contractors and Engineering • Administrative costs for applicants who are non-profit organizations.	• Surveys in coordination with the National Environmental Policy Act (NEPA). • Facility operations. • Wayfinding signage that is not part of a trail. • Infrastructure for private camps such as YMCA, BSA, GSA, or church camps. • Infrastructure for private businesses • Restroom facilities or landscaping that are not part of a current recreational infrastructure project or extension of an existing project. • Large-scale equipment to be used on projects is not permitted unless equipment purchases are a critical component of continued recreational access, ie: snow grooming equipment.

DISTRIBUTION OF FUNDS

The available funds depend on the balance in the Wyoming ORTTF account. Beginning with the fiscal biennium commencing on July 1, 2026, and ending June 30, 2028, and for each fiscal biennium thereafter, there will be a six-million-dollar recurring biennial appropriation from the Wyoming Tourism Reserve and Projects account under 2023 Wyoming Session Laws, Chapter 153, Section 2. Four million dollars is appropriated to the Wyoming ORTTF account and two million dollars is appropriated to the Wyoming ORTTF income account to be spent on outdoor recreation infrastructure projects.

The Board shall consider the geographic dispersion of projects and the types of uses that will benefit from the projects when reviewing and evaluating grant applications.

BUDGET

The minimum award amount is \$25,000, which excludes non-competitive microgrants.

Upfront funding is available for those who require assistance with making payments. If you're a small organization, city, county, or entity that needs help covering your invoices, we provide upfront funding options. Applicants may request a limited amount of their grant award before project completion. If the project is not completed within the timeline or does not fall within the approved scope of work outlined in the grant agreement, the remaining funds will be requested to be returned to the trust fund.

Your organization must:

- Have identified a methodology and funding source for long-term operation and maintenance of the project.
- Have the ability to manage all required recordkeeping and paperwork associated with the grant.

The budget spreadsheet indicates that the applicant understands the match requirements and plans to spend the funds appropriately within the grant's allowable costs. This sheet is meant to correspond with the grant request and the project's total value. The grant application requires that the budget sheet provided be used.

MATCH PORTION

While individual projects are not required to provide a match, in-kind or cash, project sponsors are strongly encouraged to consider including an in-kind and/or cash match component in their project. The expectation is that the place-based matching scale will be utilized. However, applicants can apply for a reduced matching rate if there is clear justification that the rate assigned to their county presents an insurmountable barrier to pursuing project funding. Applicants will be asked to provide this justification within the application.

50/50 match	40/60 match	30/70 match	25/75 match
Campbell Laramie Teton	Converse Natrona Sublette Sweetwater	Albany Carbon Fremont Lincoln Park Sheridan	Big Horn Crook Goshen Hot Springs Johnson Niobrara Platte Uinta Washakie Weston
			Eastern Shoshone and Northern Arapaho Tribes

*The county-based matching scale was created to assist applicants and is determined based on the county's revenue.

In-kind contributions may include donated services, equipment, supplies, or other commodities; volunteer labor; or the value of donated private property or access easements.

APPLICATION AND SCORING PROCESS

The process begins with an application. This helps screen projects that are best suited for success within the overall ORTTF guidelines. OREC staff will conduct an initial review of all applications to determine project eligibility and ensure all required documentation and attachments are provided. OREC staff will then forward all eligible applications to the Board for scoring. Every member of the Board will score each application. After project scores are submitted, the OREC staff will average each project's score and organize the applications from highest to lowest score, up to the available funding. The Board will meet in April to review all applications and their scores. OREC staff will notify applicants whether their application is qualified to proceed to a final review, which will include a site visit.

After site visits are completed, the Board will meet in July to review and approve projects under \$200,000.00 and to determine which projects over \$200,000.00 will be presented to the Wyoming State Legislature. The Board shall make the final decision regarding the approval or denial of grant awards. All final decisions of the Board regarding the approval or denial of grant awards must be made with a majority vote of the Board. The Board may make a full award, partial award, or no award at all.



The Board does not guarantee funding in successive years for subsequent applications. OREC staff will notify applicants via email whether their project has been approved for funding.

All Board meetings are open to the public and are advertised on the ORTTF website and through press release notices that specify the location and time. Applicants are encouraged to attend any grant review meeting and should be prepared to accept questions from the Board. Further, prior to taking final action on any grant application, the Board shall provide an opportunity for public comment. Applicants are welcome to request an explanation of why their project was approved or denied. Applicants shall have the right to resubmit denied grant applications for consideration during future grant application periods.

Links to all grant materials will be available on our website, wyorec.com, during the application period, from Wednesday, February 25, 2026, to Saturday, April 11, 2026.

The Board will evaluate applications based on the following criteria:

- Community needs
 - Analyze the needs of the community. Provide examples of how the community was involved in the development of the project.
- Economic impact
 - Consider the economic impacts the project and its use will have on the local economy.
- Recreational value
 - Describe how it will improve physical and/or recreational access to natural areas. Detail how it will provide accessibility that did not exist before.
- Tourism impact
 - Highlight how the project will sustainably increase tourism to smaller communities. Specify how this is estimated.

- Wildlife impact
 - Consider the impacts on wildlife. Work with your local organizations, special districts, and land managers. Specify how this is estimated.
- Cultural resource impact
 - Consider the impacts on cultural resources. Contact and work with your historic preservation office.
- Budget and project costs
 - Detail the project costs to the best of your ability. Include quotes. Prove that the costs are reasonable and necessary for the project. This demonstrates that time and effort were invested in planning and designing the project.
- Shovel Readiness
 - Do not submit an idea; submit a thoroughly planned proposal.

PERIOD OF PERFORMANCE

Unless agreed upon before approval, grant agreements will have a period of performance of 2 years from the date the final signature is affixed to the document. Grant agreements may be extended once by OREC staff. If approved, project agreements can have a 3-year performance period.

NON-COMPETITIVE MICROGRANTS

The Board may annually allocate funds to enhance or maintain Wyoming's outdoor recreation and tourism resources through small local projects, provided that such awards are allocated to an eligible applicant.

Non-competitive microgrants may be awarded at any time throughout the year upon receipt of a proper application. Non-competitive microgrants shall require approval by the Board at a regularly scheduled meeting. The total allocation of microgrants shall not exceed two percent (2%) of the total funds allocated for projects in any given year.

POST-AWARD PROCESS

Once a grant has been awarded, several key points should be noted by each applicant.

- 1) Contract negotiation will not begin until AFTER the applicant receives a notice of award.
- 2) To be registered as a Wyoming vendor, grantees must submit a current W-9 and banking documentation (a voided check or a letter from their bank) before being issued an ORTTF grant agreement.

- 3) Do not spend any project funds BEFORE a grant agreement is signed and in place. Any costs incurred before the contract is in place will not be eligible for reimbursement. Contracts go into effect on the date of the last signature.
- 4) You must receive a notice to proceed.
- 5) Grantees will be required to complete a quarterly progress report.
- 6) Begin collecting proof of payment as soon as you start your project.
Documentation will include:
 - Receipts
 - Checks
 - Payroll documentation
 - Screenshot/Scanned bank statements

Invoices with a "PAID" stamp alone will not count as proof of payment. When submitting for reimbursement, you will need to compile all relevant documents and send them over with a detailed ledger that describes the purpose of each payment. Please use the ledger provided to you in the reimbursement packet.

Checks will be mailed or deposited into recipients' accounts after requests are processed. Please provide an accurate mailing address to which your check should be sent. Allow up to 2 weeks for the check to be mailed after the grant coordinator signs the reimbursement form.

- 7) All projects are required to post a 12" x 12" sign provided by OREC staff, showcasing the use of ORTTF funds on the project. Additionally, sponsors should issue a press release (or releases) (with a copy to OREC staff) as well as social media posts to advertise and highlight the ORTTF project's contributions to the local area or region.
- 8) The grant agreement may be extended once, by mutual written agreement and subject to the required approvals, at the discretion of OREC staff. If progress is made but the project cannot be completed within the period of performance, an extension may be granted at OREC staff's discretion. If the project is not completed within the timeline, the remaining funds will be requested to be returned to the trust fund.
- 9) If a ribbon-cutting ceremony or other event is planned at project completion, please notify the grant coordinator so that potential participation by OREC staff or the Board can be considered.



WyoOutdoorRecreation.Wyo.Gov

Meeting Date: March 24, 2026 Department: Finance Staff Reference: Leslie Brumage

AGENDA ITEM SUMMARY REPORT

Budget Work Session - Review proposed Personnel Package and Capital Improvements Plan for the FY26-27 budget

PROPOSED ACTION:

Review proposed personnel package and Capital Improvements Plan for the FY26-27 budget.

SUMMARY OF INFORMATION:

View the proposed Capital Improvements Plan [here](#)

FISCAL IMPACT:

ATTACHMENTS:

None