

City of Cody City Council
(Pre-meeting to begin at 6:45 PM to review the agenda)
Tuesday, April 21, 2026-7:00 PM

Meeting Place: City of Cody Council Chambers-1338 Rumsey Avenue, Cody, WY

Meeting Called to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Mayor's Recognitions and Announcements

- a. Proclamation — Arbor Day
Staff Reference: Phillip Bowman
- b. Proclamation — Building Safety Month
Staff Reference: Sean Collier

1. Consent Calendar

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

- a. Approval of Minutes from April 7th, 2026 and April 14th 2026.
Staff Reference: Tina Gail
- b. Approve Vouchers and Payroll in the amount \$1,348,781.99.
Staff Reference: Leslie Brumage
- c. Approve the Catering and Open Container permits for Saturday, May 9th 2026 as requested by the Irma Hotel in conjunction with the Best of the Rockies Annual Horse Sale.
Staff Reference: Tina Gail
- d. Second Extension of Quote 2024-0501 Fuel
Staff Reference: Phillip Bowman, Kylie Hanson
- e. Bid 2026-03 (1) New 2026 AWD Police Utility Vehicle
Staff Reference: Phillip Bowman, Kylie Hanson
- f. 2026 Concerts in the Park Mobil Vendor Parking
Staff Reference: Mike Fink
- g. Approve the request from Michael Scheumaker, Cody Fire Department to close 11th Street between Sheridan and Beck Avenues starting at Noon on Friday, May 1st through 5:00 p.m. on Sunday May 3rd, 2026 in conjunction with the annual Fire School held in Cody. The City would provide barricades for the closure, while the event coordinators would set up.
Staff Reference: Tina Gail

- h. Agreement for Encroachment License with Hinein Minhah, LLC (property owner of record) located at 1737 Alger Avenue
Staff Reference: Phillip Bowman, Kris Bruxvoort
- i. Agreement for Encroachment License with Amadeus Square LLC (property owner of record) located at 1901 Mountain View Drive
Staff Reference: Phillip Bowman, Kris Bruxvoort

2. **Public Comments**

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

3. **Public Hearing**

4. **Conduct of Business**

- a. **ORDINANCE 2026-06 THIRD AND FINAL READING
AN ORDINANCE TO REZONE LOT 1 OF HOLM VIEW ADDITION NO. 6
SUBDIVISION FROM MEDIUM-HIGH DENSITY RESIDENTIAL (R-3) TO
HIGH DENSITY RESIDENTIAL (R-4).**
Staff Reference: Utana Dye
- b. **ORDINANCE 2026-07 – AN ORDINANCE AMENDING TITLE 9, CHAPTER
2, SECTION 1(C) OF THE CITY OF CODY CODE AS IT PERTAINS TO
ADOPTION OF THE NATIONAL ELECTRICAL CODE.**
Staff Reference: Utana Dye
- c. Approve a request to allow food trucks at the Cody Warriors Lacrosse games on May 8th and May 9th, contingent upon the organizer / sponsor of the special event submitting an application describing the number of mobile vendors; a name, address and phone number for each vendor; a description of the event; the dates and times the vendors will operate; liability insurance for the event.
Staff Reference: Tina Gail
- d. Award of the construction contract for the Pressure Reducing Valve Replacement and Upgrade Project to Great Basin Development and Construction, LLC
Staff Reference: Phillip Bowman, Jake Moyer
- e. Consider approval of Resolution 2026-07 authorizing the City Administrator, or their designee, to approve mobile vendor use on public property and to establish conditions for such use.
Staff Reference: Tony Tolstedt
- f. Task Order No. 26-01 with Bowen Collins and Associates for the Wastewater Collection and Treatment Master Plan
Staff Reference: Phillip Bowman, Kris Bruxvoort

5. **Tabled Items**

6. **Matters from Staff Members**

7. **Matters from Council Members**

8. Adjournment

Upcoming Meetings:

Upcoming Meetings:

Council Work Session — Tuesday, April 28, 2026 5:30 p.m.

Council Meeting — Tuesday, May 5, 2026, 7:00 p.m.

Council Work Session — Tuesday, May 12, 2026 5:30 p.m.

Council Meeting — Tuesday, May 19, 2026, 7:00 p.m.

Proclamation

Arbor- Earth Day

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday called Arbor Day was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is not observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our topsoil by the wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees wherever they are planted, are a source of joy and spiritual renewal,

I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands and urge all citizens to plant trees to promote the well-being of this and future generations.

NOW THEREFORE, FOR THESE REASONS, I Lee Ann Reiter, Mayor of the City of Cody, Wyoming, do hereby proclaim, Saturday, April 25, 2026 as Arbor Day – Earth Day in Cody, Wyoming.



Lee Ann Reiter
Mayor, City of Cody

Attest: Tina Gail
Administrative Services Officer



Proclamation

Building Safety Month — May 2026

Whereas our City of Cody, Wyoming is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike, and;

Whereas our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

Whereas these guardians are dedicated members of the International Code Council (ICC), a nonprofit that brings together local, state, territorial, tribal and federal officials who are experts in the built environment to create and implement the highest-quality codes and standards to protect us in the buildings where we live, learn, work and play, and;

Whereas these modern building codes and standards include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes, and;

Whereas Building Safety Month is sponsored by ICC to remind the public about the critical role of our communities' largely unknown protectors of public safety—our code officials—who assure us of safe, sustainable and affordable buildings that are essential to our prosperity, and;

Whereas “Built to Last” the theme for Building Safety Month 2026, encourages us all to get involved and raise awareness about building safety on a personal, local and global scale, and;

Whereas each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local, state, tribal, territorial, and federal building safety and fire prevention departments, in protecting lives and property.

NOW, THEREFORE, I, _____, Mayor of the City of Cody, Wyoming, do hereby proclaim the month of May 2026 as Building Safety Month. Accordingly, I encourage our citizens to join us as we participate in Building Safety Month activities.

Lee Ann Reiter
Mayor, City of Cody

Attest: Tina Gail
Administrative Services Officer

City of Cody
City Council Proceedings
April 7, 2026

At 6:30 p.m., Council Member Shreve made a motion seconded by Council Member Laing to enter into an executive session pursuant to W.S. 16-4-405(a)(ii) & (a)(iii) to discuss legal action and a personnel matter. Vote was unanimous. At 6:50 p.m., Council Member Tamblyn made a motion seconded by Council Member McIsaac to exit the executive session. Vote was unanimous.

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

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

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

Absent: Emily Swett

Council Member McIsaac made a motion seconded by Council Member Settineri to approve the Consent Calendar as presented, including approval of Minutes from a City Council Work Session, March 16th, 2026, City Council Meeting March 17, 2026, Special Meeting March 19, 2026, and Work Session on March 24, 2026, approve vouchers and payroll in the amount of \$1,691,313.80, approve a request from the Cody Farmers Market to close the Bob Moore Parking Lot on Saturdays, May - September 2026, 7:30 am - 12:30 pm, approve the Stampede Parade street closures request associated from July 2nd - 4th, sponsor the \$100.00 permit fee per parade, waive the band shell fee for use of music in City Park, approve associated City routine staff time for traffic control coordination and barricade setup, approve Best of the Rockies Horse Sale street closure of 12th Street (Between Beck & Sheridan) May 8th beginning at 8:00 am through May 10th, 8:00 am, approve street closures for Cody Country Chamber of Commerce to include a street dance May 29th, 2026 (North 12th Street between Rumsey and Sheridan Avenue) downtown block parties to include open container and street closures June 4th, 4:30 pm - 7:00 pm (North 13th street between Rumsey and Sheridan Avenue) June 11th, 4:30 pm - 7:00 pm (North 15th street between Sheridan Avenue and the alley before Rumsey) and an open container allowance at City Park during the Wild West Arts Fest scheduled for July 2 through July 4 and approval for the Wyoming Outdoorsmen to have alcohol at their annual banquet at the Paul Stock Aquatic and Recreation Center April 18th, 2026. Vote was unanimous.

Council Member Shreve made a motion seconded by Council Member Tamblyn to approve the Yellowstone Regional Airport Improvement Program (AIP) Agreement For Transfer of

Entitlements. Vote was unanimous.

Ordinance 2026-06 Second Reading

An ordinance to rezone Lot 1 of Holm View Addition No. 6 Subdivision from R-3 Medium-High Density Residential to R-4 High Density Residential. Council Member Settineri made a motion seconded by Council Member Laing to approve Ordinance 2026-06 on Second Reading. Vote was unanimous.

Council Member Shreve made a motion seconded by Council Member McIsaac to approve the Preliminary Plat of the Sharon K. Riley Irrevocable Trust Minor Subdivision. Vote was unanimous.

Council Member McIsaac made a motion seconded by Council Member Laing to approve the Final Plat of the Sharon K. Riley Irrevocable Trust Minor Subdivision. Vote was unanimous.

Council Member Setinerri made a motion seconded by Council Member Tamblyn to approve Amendment No. 1 to the agreement for Professional Services with JUB Engineer for the Raw Water Pump Station Project. Vote was unanimous.

Council Member Laing made a motion seconded by Council Member Shreve to approve the West Yellowstone Avenue Pedestrian Improvements Project — Consultant Selection and Short Form Agreement with HDR Engineering, Inc., and authorize the Mayor to sign all associated documents. Vote was unanimous.

Resolution 2026-06

A Resolution authorizing submittal of the Wyoming Outdoor Recreation & Tourism Trust Fund Grant Application for construction funding of the Belfry Bridge Boat Ramp Improvement Project. Council Member Tamblyn made a motion to approve Resolution 2026-06 seconded by Council Member Laing. Vote was unanimous

Mayor Reiter adjourned the meeting at 7:27 PM.

Mayor Reiter

Tina Gail, Administrative Services Officer

City of Cody
City Council Proceedings
April 14, 2026

A work session meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, April 14, 2026 at 5:30 PM.

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

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

Mayor Reiter and City Administrator Tony Tolstedt, provided updates regarding various projects, task forces, and committees.

Utana Dye, Community Development Director, presented Ordinance 2026-07 – An Ordinance amending Title 9, Chapter 2, Section 1 (C) of the City of Cody Code as it pertains to adoption of the National Electrical Code. Staff was directed to place this item on the April 21, 2026, meeting agenda for Council consideration.

Phillip Bowman, Public Works Director, presented information regarding the Second Extension of Quote 2024-0501 Fuel. Staff was directed to place this item on the April 21, 2026 meeting agenda for Council consideration.

Bid 2026-01 (1) New 1 Ton 4X4 Cab and Chassis: No discussion on this item. The item will be moved to a future meeting for council consideration.

Phillip Bowman, Public Works Director, presented Bid 2026-03 for one (1) new 2026 AWD Police Utility Vehicle. Staff was directed to place this item on the April 21, 2026 meeting agenda for Council consideration.

Phillip Bowman, Public Works Director, presented the bid results and recommendation for the award of the Pressure Reducing Valve Replacement and Upgrade Project. Staff was directed to place this item on a future meeting agenda for Council consideration.

Phillip Bowman, Public Works Director, presented Task Order No. 26-01 with Bowen Collins and Associates for the Wastewater Treatment and Collection Master Plan. Staff was directed to place this item on a future meeting agenda for Council consideration.

Phillip Bowman, Public Works Director, presented an Agreement for Encroachment License with three (3) separate property owners at specified locations, within the City of Cody:

1. 1737 Alger Avenue
2. 1901 Mountain View Drive
3. 944 Simpson Avenue

Staff was directed to place these items for separate considerations on a future meeting agenda for Council consideration.

Leslie Brumage provided the Governing Body with a review of the proposed reserves policy. Staff was given direction.

City Administrator Tony Tolstedt led a discussion regarding mobile vendors. Staff was given direction.

Mayor Reiter adjourned the meeting at 7:27 PM.

Mayor Reiter

Tina Gail, Administrative Services Officer

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
ALL COUNTY PLUMBING LLC				
	24932	KITCHEN AT AUDITORIUM	04/02/2026	482.00
	24939	HEATER REPAIR	04/08/2026	250.00
Total ALL COUNTY PLUMBING LLC:				732.00
AMERICAN FAMILY LIFE ASSUR				
	41026	AFLAC PREMIUM	04/10/2026	2,813.40
Total AMERICAN FAMILY LIFE ASSUR:				2,813.40
AMERICAN WELDING & GAS INC				
	0011574913	BOTTLE RENTAL	03/31/2026	39.41
Total AMERICAN WELDING & GAS INC:				39.41
ANIXTER INC				
	6690250-02	GRND TESTLABELS	03/31/2026	228.25
	6690250-03	1/0 ELBOWS, HARNESS	03/31/2026	3,477.41
	6690250-03	LANYARD	03/31/2026	1,750.00
	6690250-03	HARNESS	03/31/2026	2,000.00
	6690250-04	tree hooks, insulated	03/31/2026	309.36
Total ANIXTER INC:				7,765.02
ARSENAL DEV				
	000279	IT INDEPENDENT CONTRACT SERVICES	03/23/2026	1,184.50
	000279	IT INDEPENDENT CONTRACT SERVICES	03/23/2026	822.57
	000279	IT INDEPENDENT CONTRACT SERVICES	03/23/2026	32.90
	000279	IT INDEPENDENT CONTRACT SERVICES	03/23/2026	32.90
	000279	IT INDEPENDENT CONTRACT SERVICES	03/23/2026	296.13
	000279	IT INDEPENDENT CONTRACT SERVICES	03/23/2026	164.51
	000279	IT INDEPENDENT CONTRACT SERVICES	03/23/2026	230.32
	000279	IT INDEPENDENT CONTRACT SERVICES	03/23/2026	230.32
	000279	IT INDEPENDENT CONTRACT SERVICES	03/23/2026	32.90
	000279	IT INDEPENDENT CONTRACT SERVICES	03/23/2026	98.71
	000279	IT INDEPENDENT CONTRACT SERVICES	03/23/2026	98.71
	000279	IT INDEPENDENT CONTRACT SERVICES	03/23/2026	65.81
Total ARSENAL DEV:				3,290.28
BAILEY ENTERPRISES INCORPORATED				
	040626	Fuel	04/06/2026	767.19
	040626	Fuel	04/06/2026	92.28
	040626	Fuel	04/06/2026	459.53
	040626	Fuel	04/06/2026	137.86
	040626	Fuel	04/06/2026	3,538.40
	040626	Fuel	04/06/2026	459.53
	040626	Fuel	04/06/2026	46.49
	040626	Fuel	04/06/2026	358.18
	040626	Fuel	04/06/2026	176.29
	040626	Fuel	04/06/2026	129.29
	040626	Fuel	04/06/2026	12.32
	040626	Fuel	04/06/2026	32.21
	040626	Fuel	04/06/2026	93.68
	040626	Fuel	04/06/2026	121.54
	040626	Fuel	04/06/2026	105.49
	040626	Fuel	04/06/2026	2,130.48

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
	040626	Fuel	04/06/2026	244.12
	040626	Fuel	04/06/2026	809.68
	040626	Fuel	04/06/2026	32.21
	040626	Fuel	04/06/2026	118.45
	040626	Fuel	04/06/2026	4,456.46
	040626	Fuel	04/06/2026	1,393.79
	040626	Fuel	04/06/2026	795.70
	040626	Fuel	04/06/2026	151.24
	040626	Fuel	04/06/2026	221.89
	040626	Fuel	04/06/2026	11.71
	040626	Fuel	04/06/2026	118.45
	040626	Fuel	04/06/2026	589.94
	040626	Fuel	04/06/2026	361.82
	040626	Fuel	04/06/2026	11.71
	040626	Fuel	04/06/2026	118.45
	040626	Fuel	04/06/2026	496.83
	040626	Fuel	04/06/2026	97.27
	040626	Fuel	04/06/2026	447.11
	040626	Fuel	04/06/2026	2,005.21
	040626	Fuel	04/06/2026	10.04
	040626	Fuel	04/06/2026	1,086.50
Total BAILEY ENTERPRISES INCORPORATED:				22,239.34
BEARTOOTH AVIATION				
	13.4478.11	DEPOSIT REFUND	04/09/2026	472.36
Total BEARTOOTH AVIATION:				472.36
BIG CO				
BIG HORN REDI-MIX INC	391279	BEDDING MATERIAL	03/20/2026	895.30
Total BIG CO:				895.30
BLACK HILLS GAS HOLDINGS LLC				
BLACK HILLS ENERGY	040226	UTILITIES - NATURAL GAS	04/02/2026	727.60
BLACK HILLS ENERGY	040226	UTILITIES - NATURAL GAS	04/02/2026	765.91
BLACK HILLS ENERGY	040226	UTILITIES - NATURAL GAS	04/02/2026	702.32
BLACK HILLS ENERGY	040226	UTILITIES - NATURAL GAS	04/02/2026	1,258.96
BLACK HILLS ENERGY	040226	UTILITIES - NATURAL GAS	04/02/2026	3,631.48
BLACK HILLS ENERGY	040226	UTILITIES - NATURAL GAS	04/02/2026	3,631.48
BLACK HILLS ENERGY	040226	UTILITIES - NATURAL GAS	04/02/2026	655.83
BLACK HILLS ENERGY	040226	UTILITIES - NATURAL GAS	04/02/2026	151.68
BLACK HILLS ENERGY	040226	UTILITIES - NATURAL GAS	04/02/2026	668.52
BLACK HILLS ENERGY	040226	UTILITIES - NATURAL GAS	04/02/2026	784.82
Total BLACK HILLS GAS HOLDINGS LLC:				12,978.60
BOOT BARN INC				
	INV00590877	BOOTS; FL CLOTHES	04/09/2026	123.00
Total BOOT BARN INC:				123.00
CODY ENTERPRISE LLC				
GILLETTE NEWS RECORD	63344	ADVERTISING FOR VACANT POSITION	03/31/2026	172.80
GILLETTE NEWS RECORD	63345	ADVERTISING PERSONNEL SEASONAL	03/31/2026	46.65
GILLETTE NEWS RECORD	63345	ADVERTISING PERSONNEL SEASONAL	03/31/2026	46.65
GILLETTE NEWS RECORD	63345	ADVERTISING PERSONNEL SEASONAL	03/31/2026	46.65

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
GILLETTE NEWS RECORD	63345	ADVERTISING PERSONNEL SEASONAL	03/31/2026	46.65
GILLETTE NEWS RECORD	63346	ADVERTISING PERSONNEL	03/31/2026	214.20
GILLETTE NEWS RECORD	63347	VM POSITION	03/31/2026	221.34
GILLETTE NEWS RECORD	63348	ADVERTISING FOR ROOF REPLACEMENT	03/31/2026	280.00
GILLETTE NEWS RECORD	63349	ADVERTISEMENT FOR BIDS FOR PATROL CAR	03/31/2026	67.20
Total CODY ENTERPRISE LLC:				1,142.14
COLLECTION SERVICES CENTER				
	40926	GARNISHMENT REMITANCE # 1049403	04/09/2026	461.53
Total COLLECTION SERVICES CENTER:				461.53
COPENHAVER KITCHEN KOLPITCKE LLC				
	56801	LEGAL SERVICES CONTRACT	03/10/2026	500.00
	56801	LEGAL SERVICES CONTRACT	03/10/2026	4,900.00
	56801	LEGAL SERVICES CONTRACT	03/10/2026	900.00
	56801	LEGAL SERVICES CONTRACT	03/10/2026	900.00
	56801	LEGAL SERVICES CONTRACT	03/10/2026	900.00
	56801	LEGAL SERVICES CONTRACT	03/10/2026	1,000.00
	56801	LEGAL SERVICES CONTRACT	03/10/2026	900.00
	57130	LEGAL SERVICES CONTRACT	04/01/2026	500.00
	57130	LEGAL SERVICES CONTRACT	04/01/2026	4,900.00
	57130	LEGAL SERVICES CONTRACT	04/01/2026	900.00
	57130	LEGAL SERVICES CONTRACT	04/01/2026	900.00
	57130	LEGAL SERVICES CONTRACT	04/01/2026	900.00
	57130	LEGAL SERVICES CONTRACT	04/01/2026	1,000.00
	57130	LEGAL SERVICES CONTRACT	04/01/2026	900.00
Total COPENHAVER KITCHEN KOLPITCKE LLC:				20,000.00
CORE & MAIN LP				
	Y411148	HALF OF MEASURING CHAMBERS	02/24/2026	5,030.45
	Y411148	HALF OF MEASURING CHAMBERS	02/24/2026	5,030.45
Total CORE & MAIN LP:				10,060.90
DEARBORN LIFE INSURANCE COMPANY				
	41026	Premium	04/10/2026	423.60
Total DEARBORN LIFE INSURANCE COMPANY:				423.60
ELECTRICAL ALLY INC				
HAZEL, LOREN	9449	CO2 ROOM	04/07/2026	174.90
Total ELECTRICAL ALLY INC:				174.90
ENGINEERING ASSOCIATES				
	4603078	SURVEY SERVICES	03/19/2026	471.70
	4603151	TASK ORDER #3 - TREE STREETS WATERLINE PHASE 1	03/20/2026	1,844.40
	4603152	TASK ORDER #4 - TREE STREETS WATERLINE PHASE 2	03/20/2026	2,230.24
	4603152	TASK ORDER #4 - TREE STREETS RW PHASE 2	03/20/2026	950.70
	4603200	TASK ORDER #1 SEPTAGE WASTE RECEIVING FACILITY	03/26/2026	1,000.00
	4603205	TASK ORDER #2 SEPTAGE WASTE RECEIVING FACILITY CONSTRUCTION ADMINISTRATION AND OBSERVATION	03/26/2026	11,485.75

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total ENGINEERING ASSOCIATES:				17,982.79
ENNIST III, ROBERT F				
BIG HORN FOOD SERVICES	61	CUSTODIAL SUPPLIES FOR AUDITORIUM	04/08/2026	363.84
Total ENNIST III, ROBERT F:				363.84
EVERGREEN LANDSCAPES INC				
PAWNEE IRRIGATION - EVERGREEN L	5002	DORSE MILLER IRRIGATION UPGRADES	04/07/2026	9,812.00
Total EVERGREEN LANDSCAPES INC:				9,812.00
FIRE DISTRICT #2				
	BLD2025-0207	707 SHERIDAN AVE	03/16/2026	539.00
Total FIRE DISTRICT #2:				539.00
FRANCK, STEVEN				
OFF GRID INSPECTIONS	042	3/2026 OFF GRID ELECTRICAL INSPECTION SERVICES	03/31/2026	2,040.00
Total FRANCK, STEVEN:				2,040.00
FRANDSON SAFETY INC				
	109300	CHLORINE CALIBRATION	04/08/2026	150.00
Total FRANDSON SAFETY INC:				150.00
GARLAND LIGHT & POWER				
	1124	WIND STORM EQUIPMENT AND PERSONAL	03/31/2026	4,009.42
Total GARLAND LIGHT & POWER:				4,009.42
GIBSON, JENNY				
	13.0306.14	DEPOSIT REFUND	03/31/2026	38.42
Total GIBSON, JENNY:				38.42
GLOBE LIFE INC				
	41026	premiums	04/10/2026	788.00
Total GLOBE LIFE INC:				788.00
GROATHOUSE CONSTRUCTION				
	040726	RESTITUTION FROM MC-2408-014	04/07/2026	50.00
Total GROATHOUSE CONSTRUCTION:				50.00
HALL, THOMAS M BUCKY				
BUCKYS SPORTS	040426	RESTRING RACQUETBALL RACQUETS	04/04/2026	30.00
Total HALL, THOMAS M BUCKY:				30.00
HDR ENGINEERING INC				
	1200815294	NORTH LIFT STATION CONSTRUCTION ADMINISTRATION	04/08/2026	7,333.50

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total HDR ENGINEERING INC:				7,333.50
HEBRLEE, TRENT STEVEN				
HOTLINE ELECTRICAL SALES & SERV	29921	300: 5 CT'S	03/25/2026	3,351.68
HOTLINE ELECTRICAL SALES & SERV	29923	200/5 & 600/5 ct'S	04/01/2026	3,080.47
Total HEBRLEE, TRENT STEVEN:				6,432.15
HENSLEY, CODY W				
KMG COMMERCIAL REFRIGERATION	3999	HEATING AT CHAMBER	03/31/2026	2,591.50
Total HENSLEY, CODY W:				2,591.50
HUDSON, ESTATE OF KELLY				
	10.0576.30	DEPOSIT REFUND	04/13/2026	37.17
Total HUDSON, ESTATE OF KELLY:				37.17
JERRY ENTERPRISES INC				
SAY WHERE STORAGE	2026188	STORAGE CONTAINER RENTAL	03/20/2026	240.00
Total JERRY ENTERPRISES INC:				240.00
JMJT INVESTMENTS LLC				
	1.2400.13	DEPOSIT REFUND	04/10/2026	200.18
Total MJJT INVESTMENTS LLC:				200.18
J-U-B ENGINEERS, INC				
	194440	RW PUMP STATION REHABILITATION	03/18/2026	20,318.98
Total J-U-B ENGINEERS, INC:				20,318.98
JURADO-TORRES, YESICA				
	2.0010.37	DEPOSIT REFUND	03/31/2026	298.72
Total JURADO-TORRES, YESICA:				298.72
KELLY, GENE				
D&G ELECTRIC LLC	5420	REAPIR WIND DAMAGE TO VENT ON SANITATION BLDG	03/23/2026	554.68
Total KELLY, GENE:				554.68
LABAN HARVEST LLC				
NO SPOT LEFT BEHIND	1356	CLEANING SERVICES CITY HALL	04/01/2026	1,649.00
NO SPOT LEFT BEHIND	1356	CLEANING SERVICES REC CENTER	04/01/2026	1,999.50
NO SPOT LEFT BEHIND	1356	CLEANING SERVICES AQUATICS	04/01/2026	1,999.50
NO SPOT LEFT BEHIND	1358	PW SHOP CLEANING SERVICES	04/01/2026	149.00
NO SPOT LEFT BEHIND	1358	PW SHOP CLEANING SERVICES	04/01/2026	150.00
NO SPOT LEFT BEHIND	1358	PW SHOP CLEANING SERVICES	04/01/2026	150.00
NO SPOT LEFT BEHIND	1358	PW SHOP CLEANING SERVICES	04/01/2026	150.00
Total LABAN HARVEST LLC:				6,247.00
LCP TRACKER INC				
	INV559123	LCP TRACKER SUBSCRIPTION - TREE STREETS	04/10/2026	2,150.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total LCP TRACKER INC:				2,150.00
LEISURE IN MONTANA INC				
	SAL42733-1	CHEMICALS AND REAGENTS	03/30/2026	192.88
	SAL42733-1	CHEMICALS AND REAGENTS	03/30/2026	192.89
	SAL42868-1	CHEMICALS AND REAGENTS	04/09/2026	294.16
	SAL42868-1	CHEMICALS AND REAGENTS	04/09/2026	294.16
Total LEISURE IN MONTANA INC:				974.09
LEROUX INC				
BOONE'S MACHINE & RENTAL	55091-1	LONG REACH FOR SILT TRAP	04/07/2026	2,230.00
Total LEROUX INC:				2,230.00
MCJUNKIN, ESTATE OF H IRENE				
C/O MIKE MCJUNKIN	16.2620.20	DEPOSIT REFUND	04/10/2026	170.32
Total MCJUNKIN, ESTATE OF H IRENE:				170.32
NCPERS GROUP LIFE INS				
C/O MEMBER BENEFITS INC	41026	PRUDENTIAL LIFE INSURANCE PREMIUMS	04/10/2026	304.00
Total NCPERS GROUP LIFE INS:				304.00
NORCO INC				
	0046373822	BOTTLE RENTAL	03/31/2026	29.14
Total NORCO INC:				29.14
NORTHWEST PIPE				
	7533244-1	BRASS FITTINGS	03/30/2026	479.28
	7533244-1	BRASS FITTINGS	03/30/2026	479.28
	7533244-2	HALF OF BRASS ORDER	04/06/2026	645.48
	7533244-2	HALF OF BRASS ORDER	04/06/2026	645.48
	7575164	METER PIGTAILS	04/06/2026	447.00
	7575164	METER PIGTAILS	04/06/2026	447.00
	CM7556967	CURB CAP RETURN	03/30/2026	295.32
Total NORTHWEST PIPE:				2,848.20
ONE-CALL OF WYOMING				
	79093	ONE - CALL FEES	04/10/2026	90.83
	79093	ONE - CALL FEES	04/10/2026	90.82
	79093	ONE - CALL FEES	04/10/2026	90.83
	79093	ONE - CALL FEES	04/10/2026	90.82
Total ONE-CALL OF WYOMING:				363.30
PARK COUNTY				
	11253	LEC CONTRACT - DISPATCH LABOR COSTS	04/01/2026	5,571.56
	11253	LEC CONTRACT - DISPATCH LABOR COSTS	04/01/2026	928.59
	11253	LEC CONTRACT - DISPATCH LABOR COSTS	04/01/2026	24,452.95
	11253	LEC CONTRACT - TECHNOLOGY SERVICES	04/01/2026	3,315.00
	11253	LEC CONTRACT - INSIDE MAINTENANCE SUPPLIES	04/01/2026	878.51
	11253	LEC CONTRACT - INSIDE MAINTENANCE LABOR	04/01/2026	1,900.12
	11253	LEC CONTRACT - OUTSIDE MAINTENANCE		

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
		CREDIT	04/01/2026	484.16-
	11253	LEC CONTRACT - BUILDING INSURANCE COSTS	04/01/2026	532.15
	11253	LEC CONTRACT - UTILITIES	04/01/2026	1,238.44
Total PARK COUNTY:				38,333.16
PARK COUNTY LANDFILL				
	033126	BULK ITEM DISPOSAL FEES	03/31/2026	139.10
	033126	LANDFILL DISPOSAL FEES	03/31/2026	50,029.65
Total PARK COUNTY LANDFILL:				50,168.75
PAVEMENT MAINTENANCE INC				
	26-06	CRACK SEAL 2026	03/14/2026	39,825.00
Total PAVEMENT MAINTENANCE INC:				39,825.00
PITNEY BOWES INC				
	3322274822	RENTAL - POSTAGE MACHINE	03/21/2026	729.42
Total PITNEY BOWES INC:				729.42
QA BALANCE SERVICES INC				
	16895	LAB EQUIPMENT CALIBRATION	04/08/2026	865.00
Total QA BALANCE SERVICES INC:				865.00
RIMROCK TIRE INC				
	2-2255118	STREETS	03/04/2026	102.67
Total RIMROCK TIRE INC:				102.67
ROBERTSON, LESLIE				
	040726	RESTITUTION FROM MC-2208-010	04/07/2026	200.00
Total ROBERTSON, LESLIE:				200.00
SABER PEST CONTROL LLC				
	AUD210	PEST CONTROL - AUDITORIUM	04/02/2026	100.00
	CH210	PEST CONTROL - CITY HALL	04/02/2026	70.00
	E197	PEST CONTROL - ELECTRIC	04/01/2026	100.00
	R208	PEST CONTROL - SANITATION	04/08/2026	70.00
	REC210	PEST CONTROL - REC CENTER	04/02/2026	105.00
	REC210	PEST CONTROL - AQUATICS	04/02/2026	105.00
	W208	PEST CONTROL - WASTEWATER DEPT	04/08/2026	100.00
Total SABER PEST CONTROL LLC:				650.00
SHOSHONE MUNICIPAL PIPELINE				
	040126	MARCH WATER	04/01/2026	130,161.42
Total SHOSHONE MUNICIPAL PIPELINE:				130,161.42
SLETTEN CONSTRUCTION				
	1693	PAY APP 12 SEPTAGE WASTE RECEIVING STATION - WORK AUTH 2	03/31/2026	284,929.55
	1693	RET 12 SEPTAGE WASTE RECEIVING STATION	03/31/2026	14,246.48-

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total SLETTEN CONSTRUCTION:				270,683.07
SPRAGUE CONSTRUCTION ROOFING, LLC				
	1396	EMERGENCY ROOD REPLACEMENT - PW TRAILER	03/16/2026	5,700.00
Total SPRAGUE CONSTRUCTION ROOFING, LLC:				5,700.00
STANTEC CONSULTING SERVICES INC				
	2545037	CD 24507 CODY FY24 TAP PROJECT	04/02/2026	2,395.34
Total STANTEC CONSULTING SERVICES INC:				2,395.34
STONEHOUSE DATA SOLUTIONS LLC				
	4695	SHREDDER SERVICE	04/11/2026	129.99
Total STONEHOUSE DATA SOLUTIONS LLC:				129.99
SYSTEMS GRAPHICS INC				
ADVANCED INFO SYSTEMS	16995	OUTSOURCE BILLS	04/03/2026	5.18
ADVANCED INFO SYSTEMS	16995	OUTSOURCE BILLS	04/03/2026	32.78
ADVANCED INFO SYSTEMS	16995	OUTSOURCE BILLS	04/03/2026	29.33
ADVANCED INFO SYSTEMS	16995	OUTSOURCE BILLS	04/03/2026	29.33
ADVANCED INFO SYSTEMS	16995	OUTSOURCE BILLS	04/03/2026	37.96
ADVANCED INFO SYSTEMS	16995	OUTSOURCE BILLS	04/03/2026	37.97
ADVANCED INFO SYSTEMS	16996	OUTSOURCE BILLS	04/03/2026	12.11
ADVANCED INFO SYSTEMS	16996	OUTSOURCE BILLS	04/03/2026	76.68
ADVANCED INFO SYSTEMS	16996	OUTSOURCE BILLS	04/03/2026	68.61
ADVANCED INFO SYSTEMS	16996	OUTSOURCE BILLS	04/03/2026	68.61
ADVANCED INFO SYSTEMS	16996	OUTSOURCE BILLS	04/03/2026	88.79
ADVANCED INFO SYSTEMS	16996	OUTSOURCE BILLS	04/03/2026	88.77
Total SYSTEMS GRAPHICS INC:				576.12
THOMSON REUTERS - WEST				
	853407849	CLEAR INVESTIGATIONS MONTHLY FEE	04/01/2026	212.96
Total THOMSON REUTERS - WEST:				212.96
TYLER TECHNOLOGIES INC				
	CI100-0027527	CARD READER PCI FEE	04/01/2026	150.00
Total TYLER TECHNOLOGIES INC:				150.00
UNUM LIFE INSURANCE - LIFE				
	41026	PREMIUM - MAY 2026	04/10/2026	352.21
Total UNUM LIFE INSURANCE - LIFE:				352.21
WESTERN UNITED ELECTRIC SUPPLY				
	6167700	300KVA 3PH TAN., 480Y/277	03/16/2026	22,234.00
	6169161	SECONDARY PEDESTALS	03/31/2026	1,967.77
	6169161	SECONDARY PEDESTALS	03/31/2026	3,935.54
	6169161	SECONDARY PEDESTALS	03/31/2026	2,529.99
Total WESTERN UNITED ELECTRIC SUPPLY:				30,667.30

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
WILSON BROTHERS CONSTRUCTION INC				
	040926	PAY APP 8 Tree Streets Waterline Phase 2	04/09/2026	26,895.72
	040926	Pay App 8 TREE STREETS RAW WATER PHASE 2	04/09/2026	6,596.06
	040926	RETAINAGE PAYOUT	04/09/2026	83,817.50
	040926	RETAINAGE INTEREST	04/09/2026	1,617.66
Total WILSON BROTHERS CONSTRUCTION INC:				118,926.94
WOLFF INDUSTRIES, INC				
KEELE SANITATION	828857	PORTABLE RESTROOMS	03/31/2026	170.00
Total WOLFF INDUSTRIES, INC:				170.00
WOOD, ERIK				
	040726	PROFESSIONAL FEES AND SERVICES - WITNESS FEES	04/07/2026	15.00
Total WOOD, ERIK:				15.00
WYOMING CHILD SUPPORT				
	40926	Garnishment Remittance # 227551	04/09/2026	323.07
Total WYOMING CHILD SUPPORT:				323.07
WYOMING DEPARTMENT OF WORKFORCE SERVICES				
WORKERS COMPENSATION DIV	41026	CONTRIBUTIONS	04/10/2026	9,568.35
WORKERS COMPENSATION DIV	41026	VOLUNTEER PD	04/10/2026	12.87
WORKERS COMPENSATION DIV	41026	VOLUNTEER REC - YOUTH PROGRAMS	04/10/2026	8.59
Total WYOMING DEPARTMENT OF WORKFORCE SERVICES:				9,589.81
WYOMING LAW ENFORCEMENT ACADEMY				
FISCAL DIVISION	C-12822	ADVANCED TRAINING C13 AND C17	04/01/2026	490.00
Total WYOMING LAW ENFORCEMENT ACADEMY:				490.00
WYOMING RETIREMENT SYSTEM				
	41026	CONTRIBUTIONS - 281829	04/10/2026	63,396.24
	41026	CONTRIBUTIONS - 281828	04/10/2026	25,481.74
	41026	CONTRIBUTIONS - 281827	04/10/2026	36,350.09
Total WYOMING RETIREMENT SYSTEM:				125,228.07
Grand Totals:				999,383.48
				<u>999,383.48</u>
				Payroll Total 3/23-4/05 349,398.51
				<u>1,348,781.99</u>
				Total 1,348,781.99

Report Criteria:

- Detail report.
- Invoices with totals above \$0 included.
- Paid and unpaid invoices included.
- Invoice Detail.Input date = 04/14/2026
- Invoice.Batch = {NOT LIKE} "1"

Meeting Date: April 21, 2026 Department: Administrative Services Staff Reference: Tina Gail
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AGENDA ITEM SUMMARY REPORT

Approve the Catering and Open Container permits for Saturday, May 9th 2026 as requested by the Irma Hotel in conjunction with the Best of the Rockies Annual Horse Sale.

PROPOSED ACTION:

Approve the Catering and Open Container permits for Saturday, May 9th 2026 as requested by the Irma Hotel in conjunction with the Best of the Rockies Annual Horse Sale.

SUMMARY OF INFORMATION:

The Best of the West Horse Sale is requesting approval for an open container permit in conjunction with a street closure of 12th Street (between Beck Avenue and Sheridan Avenue). This annual event is held in front of the Historic Irma Hotel over Mother’s Day weekend, May 8–10, 2026. Supporting documents were submitted for the April 7, 2026 meeting but were inadvertently omitted.

FISCAL IMPACT:

N/A

ATTACHMENTS:

None

<p>Meeting Date: April 21, 2026 Department: Public Works Staff Reference: Phillip Bowman, Kylie Hanson</p>

AGENDA ITEM SUMMARY REPORT
Second Extension of Quote 2024-0501 Fuel

PROPOSED ACTION:

Consider approval of the extension of Quote 2024-0501 Fuel, extending the current fuel contract with Bailey Enterprises Inc. for a period of one year from July 1, 2026, to June 30, 2027.

SUMMARY OF INFORMATION:

In June 2024, the City Council approved the award of Quote 2024-0501 Fuel to Bailey Enterprises Inc. Quote packets were sent to Bailey Enterprises Inc. and Homax Oil partnering with Conoco Country Store. Bailey Enterprises Inc. was the only provider to submit a quote and was awarded the fuel contract for FY2025. This quote has a provision allowing the City to extend the agreement for two additional one-year periods. The City Council previously approved the first extension of this quote for the period of July 1, 2025–June 30, 2026.

Bailey Enterprises Inc. has been the City's fuel supplier since 2015, and has been the only company to submit a quote since 2019.

Mike Bailey, President/CEO of Bailey Enterprises Inc., has been contacted and Bailey Enterprises Inc. would agree to extend the current agreement for one year beginning on July 1, 2026.

FISCAL IMPACT:

Funds for the purchase of fuel are being budgeted within the FY2027 Budget.

ATTACHMENTS:

1. Fuel Quote 2024-0501 Submitted by Bailey Enterprises Inc.



**REQUEST FOR QUOTATION
Quote # 2024-0501**

The City of Cody will accept quotes until 2:00 p.m., May 20, 2024 at City Hall, 1338 Rumsey Ave. for the following fuels:

- Unleaded Gasoline
- Mid-Grade Gasoline
- Premium Grade Gasoline
- Diesel Fuel

Matt Hall
Mayor

Jerry Fritz
 Andrew Quick
 Lee Ann Reiter
 Don F. Shreve Jr.
 Emily Swett
 Kelly Tamblyn
COUNCIL MEMBERS

Thomas P. Keegan
MUNICIPAL JUDGE

Barry A. Cook
City Administrator

1338 Rumsey Avenue
P.O. Box 2200
Cody, WY 82414

(307) 527-7511
Fax (307) 527-6532

It is estimated that the City utilizes approximately 90,000 gallons of fuel per year, approximately half of this use being diesel fuel. Quantities do vary by product and are not guaranteed. Quantities should not be construed to represent either a maximum or minimum quantity to be used during the contract term.

SUPPLIER must have at least two stations within the municipal bounds of Cody. Fuel is to be dispensed by a Card System. Cards are to be set for a single vehicle or equipment allowing one card to be locked out without exchanging all of the cards. Must be able to provide PINs for each card. Fuel entry must be able to accommodate mileage and hours. On a weekly basis the SUPPLIER must be able to email the mileage and usage of any vehicles or equipment to fleet@codywy.gov. On a monthly basis, concurrent with billing, SUPPLIER must be able to deliver all usage and billing information to the City of Cody in a comma delimited by field ASCII file or other acceptable format (preferably Microsoft Excel). The SUPPLIER must provide proof of rack prices at the end of each month.

Quotes are to be per gallon price with state tax included. Quotes must delineate separately the "Rack", "Freight", "Overhead", "Profit", "State Tax" and "Total Quote" (as a local government entity, the City of Cody is exempt from Federal Excise Tax).

Date of price to be as of May 10, 2024. The successful supplier will begin dispensing fuels for the City of Cody on July 1, 2024. This agreement is to extend for a period of one (1) year with the City retaining the option to extend the agreement for two additional one (1) year periods.

Submit quotes to City of Cody, 1338 Rumsey Avenue, PO Box 2200, Cody, WY 82414 and mark on the outside of the envelope "2024-0501 FUEL QUOTE". All quotes must be submitted on an official quote form (attached). Additional copies can be obtained by emailing kylieh@codywy.gov.

In accordance with the provisions of Section 16-6-101 through Section 16-6-106 of the Wyoming Statutes, 1997 republished edition, preference is hereby given to materials, supplies, equipment, machinery, and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by the competitors outside the state. ***Any supplier claiming preference must submit evidence of Wyoming residency as defined in Wyoming Statute 16-6-101.***

The City reserves the right to reject any and/or all quotes and further reserves the right to waive any informalities if deemed in the best interest of the City.

Rob Kramer

City of Cody
Streets, Fleet and Grounds Superintendent

<p>Meeting Date: April 21, 2026 Department: Public Works Staff Reference: Phillip Bowman, Kylie Hanson</p>

AGENDA ITEM SUMMARY REPORT
Bid 2026-03 (1) New 2026 AWD Police Utility Vehicle

PROPOSED ACTION:

Consider approval to award Bid 2026-03 to Greiner Ford of Casper for one 2026 Explorer Police Interceptor Utility in the amount of \$45,179.00.

SUMMARY OF INFORMATION:

A request is being made in the FY 2027 Budget for the purchase of a new AWD Police Utility Vehicle to replace an existing Police Department patrol vehicle due to age and mileage.

Generally, replacement vehicles would be bid following the start of the new fiscal year, allowing for ordering during the 1st quarter of the model year. Information received from Ford Motor Companies Government Sales Manager shows that the soonest a 2027 model year Police Interceptor Utility with a 3.3L gasoline engine (our standard patrol unit) will go into production is the 4th quarter of the model year (start of FY 2028). Given the delay in receiving a 2027 model year, staff inquired about the production of a 2026 model year vehicle. It is anticipated that the 2026 model year units can be ordered through May 1, 2026, with production occurring during the 4th quarter of this model year.

Historically, delivery of the up fitted units has taken five or more months, putting the actual purchase of the unit currently being bid into FY 2027.

Bids were sent to Allied Solution Enterprise, Daniels-Long Chevrolet, Denny Menholt, DTM Fleet Service, Fremont Motor Companies, Fremont Motor Powell, Greiner Ford of Casper, Kenn Garff Ford - Cheyenne, Laramie Peak Motors, and One Nation Distribution LLC.

Two bidders submitted two bids. These bids were opened at 10:00 a.m. on 4/14/2026.

Fremont Motors Powell submitted one bid for a 2026 Ford Explorer Police Interceptor Utility in the amount of \$46,159.00.

Greiner Ford of Casper submitted one bid for a 2026 Ford Explorer Police Interceptor Utility in the amount of \$45,179.00.

FISCAL IMPACT:

The purchase and up fitting of this vehicle is funded in the proposed FY 2027 Budget in the amount of \$89,323. If awarded, the cost for this vehicle purchase will be incurred after July 1, 2026, in FY 2027.

ATTACHMENTS:

1. Greiner Ford Submitted Bid

Bid Proposal Form
Bid No. 2026-03 (1) New 2026 AWD Police Utility Vehicle
 City of Cody, Wyoming



Governing Body
 City of Cody
 PO Box 2200
 1338 Rumsey Avenue
 Cody, WY 82414

The undersigned Bidder agrees to provide **(1) New 2026 AWD Police Utility Vehicle**, free and clear of all liens of any kind, pursuant to the specifications and invitation to bid.

The bid price shall include drop shipping the vehicle to Premier Vehicle Installations, 3038 S Specialty Cir Ste C, South Salt Lake, UT 84115 for up fitting, and then shipping the vehicle to the City of Cody, 119 19th Street, Cody, WY 82414.

Bid Schedule	Quantity	Unit	Total Price
Bid for:	1		\$ 45,179
Less trade if any:			\$(N/A)
Net Total Bid			\$ 45,179

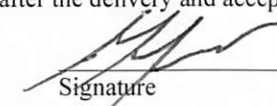
The undersigned warrants that he/she has read and understands the requirements of the City of Cody, and that if the bid is over \$100,000.00 he/she encloses a bid bond in the amount of not less than **five percent (5%)** of the "TOTAL BID" amount, and that the bid price represents all costs to the City of Cody including delivery, setup, installation and testing of providing the unit in accordance with the specifications therefore. All bid guarantees must be received in the form of a bid bond, cashier's check or money order. No personal or business checks will be accepted as a bid guarantee. If a bid over \$100,000.00 is received without the necessary 5% bid guarantee it will be rejected. The undersigned further understands that the Governing Body of the City of Cody shall determine in its sole discretion the most responsible bidder, and the Governing Body may reject any and all bids or make substitutions, waive defects deemed unsubstantial in any bid, and that if an award is made, the Governing Body will award the bid in the best interest of the City. Award of bid is subject to budget appropriation for this purchase.

The offer made herein shall be binding for 60 days after the date of bid opening.

Award of bid shall be made by Notice of Award, which shall be accompanied by a binding agreement to supply the unit pursuant to the bid documents. Bidder warrants that Bidder has read the proposed agreement and agrees to the terms and conditions contained therein. The unit shall be delivered and tested within the time frame specified by the Bidder upon receipt of order.

Payment shall be made within 30 days after the delivery and acceptance of the unit.

Date 4-9-26



 Signature
 Eric Suppes

 Typed or Printed Name
 Greiner Ford of Casper

 Company
 3333 CY Ave.

 Mailing Address
 Casper, WY 82604

 City, State and Zip
 esuppes@lithia.com

 E-mail Address

City of Cody

Specifications (1) New 2026 AWD Drive Police Utility Vehicle

THE BIDDER SHALL COMPLETE EVERY SPACE BY PLACING A CHECK MARK UNDER THE **YES** OR **NO** COLUMN TO INDICATE THAT THE ITEM BEING BID IS EXACTLY AS SPECIFIED. ALL **NO** RESPONSES SHALL BE EXPLAINED IN DETAIL ON AN ATTACHED SHEET.

A. GENERAL

- | | YES | NO |
|---|-------------------------------------|--------------------------|
| 1. 4 door, AWD with factory police package. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Wheel base: Minimum of 119 inches. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Exterior color: Bright Silver, submit paint before ordering. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Interior color: Charcoal | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

B. ENGINE AND POWER TRAIN

- | | | |
|---|-------------------------------------|--------------------------|
| 1. Engine: Gas V6 3.3-liter min. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Engine block heater. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Transmission: 10 speed automatic w/overdrive. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Speedometer: Certified cluster with driver information center. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. 3.73 axle ratio. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

C. SUSPENSION & RUNNING GEAR

- | | | |
|---|-------------------------------------|--------------------------|
| 1. Suspension: Heavy duty police. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Brakes: Heavy duty Four Wheel Anti-Lock Power Disc Brakes. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Wheels & Tires: (5) full size wheels & All-Season tires speed rated (w). | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Wheel covers: Factory supplied. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

D. ELECTRICAL SYSTEM

- | | | |
|--|-------------------------------------|--------------------------|
| 1. Battery: Maintenance free Heavy-duty with a min of 850 CCA. With battery rundown protection. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Alternator: (12) volts, 170 amp minimum. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Interior lighting: Inoperative when doors are opened, controlled by light dimmer switch or lighting control module. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

ELECTRICAL SYSTEM continued

	YES	NO
4. Engine Idle Feature	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Auxiliary Dome Light: Located between visors with switch at base of lamp.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Hatch Release Feature	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Spotlight prep kit, driver only.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Dark Car Feature	<input checked="" type="checkbox"/>	<input type="checkbox"/>

E. BODY & CAB

1. Floor Covering: Heavy duty rubber mat front and rear.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Dual heated outside rear view mirrors, remote controlled right and left.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Windows: Power windows w/tinted glass.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Rear window defroster: Electric.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Heater and air conditioner: Factory installed, high output, manual control.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Windshield wipers: Multi-speed w/intermittent system.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Radio: AM/FM, MP3 w/clock.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Door locks: Power door locks, single key locking system w/(3) sets of keys and keyless entry.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Door handles: Rear inside door handles and windows to be inoperative except from the outside or the driver's position.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Front seats: Heavy duty cloth bucket seats, with power adjust driver's seat.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Rear seat: Vinyl rear seat.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. Steering Wheel: Comfort tilt.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13. Cruise Control: Factory installed.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Rear on demand backup camera.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15. Reverse sensing system.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Cargo storage vault.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

F. MISCELLANEOUS

YES **NO**

- | | | |
|---|-------------------------------------|--------------------------|
| 1. Full manufacturer's standard warranty. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Dealer order form showing all equipment being bid. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Upon delivery to the City, the vehicle will be fully equipped as specified, serviced, cleaned and ready to enter service for the City of Cody. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Current Wyoming Residency Certificate (If yes, a copy of the certificate must be included.) | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Estimated time of delivery. | <u>120 days from order date</u> | |

These police package Vehicle shall be to the manufacturer's standard unless specified otherwise. They shall be equipped with the manufacturer's equipment and accessories which are included as standard in the advertised and published literature for the unit. No such item of equipment or accessories shall be removed or omitted for the reason that it was not specified in the bid.

CNGP530

VEHICLE ORDER CONFIRMATION

04/09/26 09:41:10

==> ----- 2026 EXPLORER 4-DOOR Dealer: F56402 Page: 1 of 1

Order No: 0000 Priority: F4 Ord FIN: QQ117 Order Type: 5B Price Level: 620

Ord Code: 500A Cust/Flt Name: CITY OF CODY PO Number:

K8A	4DR AWD POLICE	RETAIL	\$48550	63V	CARGO VAULT	RETAIL	\$270
	.119" WHEELBASE			65L	18" WHEEL COVER		70
TN	SILVER GREY MET			68G	RR DR/LK INOP		80
9	CLTH BKTS/VNL R			87A	4-WAY MAN PASS		(125)
W	ONYX INTERIOR			153	FRT LICENSE BKT		NC
500A	EQUIP GRP				SP DLR ACCT ADJ		
	.FM STEREO				SP FLT ACCT CR		
99B	3.3L V6 TI-VCT	NC			FUEL CHARGE		
44U	10SPD AUTO TRAN	NC		B4A	NET INV FLT OPT	NC	
	JOB #2 ORDER				DEST AND DELIV		1795
	FLEET SPCL ADJ	NC			TOTAL BASE AND OPTIONS		50670
17B	LESS REAR AUX	(300)			TOTAL		50670
41H	ENG BLK HEATER		190		*THIS IS NOT AN INVOICE*		
425	50 STATE EMISS		NC				
51P	DRV SPT LMP PRP		140				

F1=Help F2=Return to Order
F4=Submit F5=Add to Library

F3/F12=Veh Ord Menu

QC08865

Meeting Date: April 21, 2026 Department: Recreation Staff Reference: Mike Fink

AGENDA ITEM SUMMARY REPORT
2026 Concerts in the Park Mobil Vendor Parking

PROPOSED ACTION:

Request that the City Council approves closing the West side of 10th Street from 1:00 PM until 8:30 PM for food vendors for the Concerts in the Park Series.

SUMMARY OF INFORMATION:

The Concerts in the Park Series will start on June 18th and will run every Thursday evening, except for July 4th week until August 13th.

The concerts start at 6:30 PM and run until 8:30 PM.

City Council has approved closing the West side of 10th Street at 1 PM to allow the mobile food trucks to set up.

The trucks will parallel park alongside the City Park in the designated parking area so that we can keep 10th Street open for traffic.

Staff will place pylons on the West side of 10th Street closest to the City Park to inform the public of the parking closure.

FISCAL IMPACT:

Staff time to put up and take down pylons.

ATTACHMENTS:

None

<p>Meeting Date: April 21, 2026 Department: Public Works Staff Reference: Phillip Bowman, Kris Bruxvoort</p>

AGENDA ITEM SUMMARY REPORT

Agreement for Encroachment License with Hinein Minhah, LLC (property owner of record) located at 1737 Alger Avenue

PROPOSED ACTION:

Consider approval of the Agreement for Encroachment License with Hinein Minhah, LLC (property owner of record) for private property improvements encroaching into City Right-of-Way located at 1737 Alger Avenue

SUMMARY OF INFORMATION:

The City of Cody has utilized an Agreement for Encroachment License (Agreement) prepared by the City Attorney to allow individual property owners to utilize a portion of existing City Right-of-Way (ROW) for private improvements. The Agreement outlines the terms and conditions that apply to each specific encroachment situation, and formally allows an existing building or structure encroachment to remain in place or a proposed encroachment to be constructed. The Agreement is revocable, so if the City or another public utility provider is required to perform work within the ROW in the future that will be in conflict with the building or structure encroachment, then the property owner must remove the encroachment at their cost within one hundred twenty (120) days upon receiving written notice from the City. In addition, the Agreement defines an annual payment amount for the use of the ROW based on the encroachment area (typically a dollar amount per square foot of encroachment area per year).

Hinein Minhah, LLC (property owner of record) is the owner of a residential property at 1737 Alger Avenue, and inadvertently built decorative planter boxes on this residential lot that encroach into the City ROW of Alger Avenue. City Staff met with the property owner after the encroachment was identified, and modifications to the planter boxes were made by the property owner to reduce the total encroachment area. The remaining encroachment area is 168 square feet, and the Agreement specifies an annual payment of \$33.60 (\$0.20 per square foot per year based on residential zoning) for use of the City ROW.

The Agreement has been reviewed by the City Attorney, and has been signed and notarized by the property owner. City Staff recommends approval of this Agreement to allow the Mayor to sign the document.

FISCAL IMPACT:

There is no direct cost incurred by the City with approval and execution of the Agreement.

There will be \$33.60 of revenue collected per year as defined in the Agreement, which will be allocated to the General Fund.

ATTACHMENTS:

1. 1737 Alger Ave - Agreement for Encroachment License (signed)

AGREEMENT FOR ENCROACHMENT LICENSE

The parties to this Agreement for Encroachment License (Agreement) are the City of Cody, Wyoming, (hereinafter CITY), a municipal corporation in Park County, Wyoming, and Hineini Minhah, LLC, a Wyoming Limited Liability Company (hereinafter OWNER). This Agreement is made and entered into as of the date last signed by the parties to this agreement.

WITNESSETH:

WHEREAS, OWNER is the owner of certain real property located at 1737 Alger Avenue, Cody, Wyoming 82414, described as follows:

LOTS 23 and 24, BLOCK 45, Original Town (Now City) of Cody, as located in Book "E" of plats, Page 58, according the records of the County Clerk and Recorder of Park County, State of Wyoming.

WHEREAS, a portion of the Owner's personal property and improvements, measuring 8 feet by 12 feet adjacent to the west boundary of the above-described property, and 6 feet by 12 feet adjacent to the east boundary of the above-described property, totaling 168 square feet encroaches on a public right-of-way dedicated to the public and the City of Cody,

WHEREAS, the OWNER and the CITY wish to enter into this Agreement to accommodate the OWNER's improvements, and protect the rights of the CITY and the public to use the right-of-way,

NOW, THEREFORE, in consideration of the mutual covenants and promises described herein, the parties agree as follows:

1. CITY hereby grants to OWNER a revocable encroachment license for the portion of OWNER's improvements which encroach on the CITY right-of-way. The area where the OWNER's improvements encroach on the public right-of-way shall be referred to as the Encroachment Area.

2. OWNER shall pay to the CITY the sum of thirty-three dollars and sixty cents (\$33.60) annually for the use of the Encroachment Area. OWNER shall make the first payment to the CITY on or before May 1, 2026, and subsequent payments shall be due on or before the first day of May each year thereafter.

3. This encroachment license is given as a matter of convenience and the same may be revoked by the CITY at any time for any reason whatsoever, by providing written notice to the OWNER at least sixty (60) days prior to the effective date of the revocation. OWNER shall have one hundred twenty (120) days from the date of such written notice to remove the improvements and other encroachments from the right-of-way, and to restore the right-of-way to its original condition prior to the Owner's improvements, to the satisfaction of the CITY, at the sole cost and expense of OWNER.

4. In the event that the CITY or a utility provider is required to install, repair, modify, replace, upgrade, add to, excavate, work on, or otherwise access the Encroachment Area, the CITY or other utility provider performing the work shall not be responsible for any costs, expenses or fees for damage or loss to OWNER's improvements, and shall not be responsible for the repair, replacement, restoration, reclamation or improvement of OWNER's building, improvements, landscaping, fencing or any other damage or loss caused by CITY's or utility's use of or access to the Encroachment Area. OWNER shall be solely responsible for all expenses of such removal and/or replacement, and OWNER accepts the risk associated with having OWNER's improvements in the public right-of-way.

5. OWNER, for themselves, their lessees, agents, representatives, employees, guests, and invitees, releases, indemnifies and holds harmless the CITY, its agents,

representatives, employees, officers, elected officials, and agents from any and all claims, actions, lawsuits, disputes and controversies regarding OWNER's use of the public right-of-way pursuant to this agreement. This release and indemnification shall include but not be limited to claims and actions for personal injury, property damage, economic loss, death and all other liabilities and losses to the extent arising in any way under this Agreement or from the use of the CITY right-of-way by OWNER, their lessees, agents, representatives, employees or officers. This indemnification shall include reasonable attorney's fees incurred by CITY in defense of any action brought by any party against CITY to the extent arising out of this Agreement or OWNER's use of the public right-of-way.

6. This Agreement shall be binding upon the parties, their heirs, successors, assigns, transferees and grantees, unless this license is revoked or terminated by the CITY as described in paragraph 3 above.

7. Nothing in this Agreement shall be construed to waive or the CITY's governmental immunity pursuant to W. S. § 1-39-101, et seq. By entering into this agreement, CITY does not waive its sovereign immunity or governmental immunity, or any of the immunities, defenses or limitations available to it under the Wyoming Constitution and Wyoming Governmental Claims Act.

8. No provision of this agreement is intended or shall be construed to confer upon or give to any person or entity other than the signatories to this agreement any rights, remedies or other benefits under or by reason of this agreement.

9. This Agreement contains the entire understanding of the parties and there are no other promises, covenants or understandings beyond the scope of this written Agreement pertaining to these items. This Agreement can only be amended in writing, approved and signed by both parties.

CITY OF CODY, WYOMING:

By: _____ Dated this ____ day of _____, 2026.
Lee Ann Reiter, Mayor

Attest: _____
Tina Gail, City Clerk

Hineini Minhah, LLC,
a Wyoming Limited Liability Company:

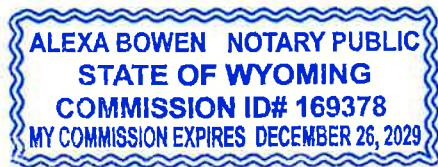
By: Eshaia Kimani Dated this 1st day of April, 2026.
Eshaia Kimani, Manager

STATE OF WYOMING)
) SS.
COUNTY OF Park)

The foregoing instrument was acknowledged before me this 1st day of April, 2026, by Eshaia Kimani, Manager of Hineini Minhah, LLC.

WITNESS my hand and official seal.

Alexa Bowen
Notary Public
My commission expires 12/26/29



<p>Meeting Date: April 21, 2026 Department: Public Works Staff Reference: Phillip Bowman, Kris Bruxvoort</p>

AGENDA ITEM SUMMARY REPORT

Agreement for Encroachment License with Amadeus Square LLC (property owner of record) located at 1901 Mountain View Drive

PROPOSED ACTION:

Consider approval of the Agreement for Encroachment License with Amadeus Square LLC (property owner of record) for an existing sign encroaching into City Right-of-Way located at 1901 Mountain View Drive

SUMMARY OF INFORMATION:

The City of Cody has utilized an Agreement for Encroachment License (Agreement) prepared by the City Attorney to allow individual property owners to utilize a portion of existing City Right-of-Way (ROW) for private improvements. The Agreement outlines the terms and conditions that apply to each specific encroachment situation, and formally allows an existing building or structure encroachment to remain in place or a proposed encroachment to be constructed. The Agreement is revocable, so if the City or another public utility provider is required to perform work within the ROW in the future that will be in conflict with the building or structure encroachment, then the property owner must remove the encroachment at their cost within one hundred twenty (120) days upon receiving written notice from the City. In addition, the Agreement defines an annual payment amount for the use of the ROW based on the encroachment area (typically a dollar amount per square foot of encroachment area per year).

Amadeus Square LLC (property owner of record) purchased this commercial property with an existing sign in place that partially encroaches into the City ROW of Mountain View Drive.

The property owner recently received a Sign Permit approval from the City's Planning, Zoning, and Adjustment Board to modify the existing sign for a new business, and a condition of that approval was to enter into a formal Agreement for the existing sign encroachment area. The encroachment area is 38.5 square feet, and the Agreement specifies an annual payment of \$19.25 (\$0.50 per square foot per year based on commercial zoning) for use of the City ROW.

The Agreement has been reviewed by the City Attorney, but had not been signed by the property owner at the time of this meeting. City Staff will require the property owner to sign and notarize the document after the meeting, and recommends approval of this Agreement to allow the Mayor to sign the document at a future date.

FISCAL IMPACT:

There is no direct cost incurred by the City with approval and execution of the Agreement.

There will be \$19.25 of revenue collected per year as defined in the Agreement, which will be allocated to the General Fund.

ATTACHMENTS:

1. 1901 Mtn View Dr - Agreement for Encroachment License

AGREEMENT FOR ENCROACHMENT LICENSE

The parties to this Agreement for Encroachment License (Agreement) are the City of Cody, Wyoming, (hereinafter CITY), a municipal corporation in Park County, Wyoming, and Amadeus Square, a Wyoming Limited Liability Company (hereinafter OWNER). This Agreement is made and entered into as of the date last signed by the parties to this agreement.

WITNESSETH:

WHEREAS, Owner is the owner of certain real property located at 1901 Mountain View Drive, Cody, Wyoming 82414, described as follows:

DACKEN SUB. (REVISED WEST PLAT) LOT 16, BLK 6 & THAT PT. OF MOUNTAIN VIEW DRIVE LYING S. OF LOT 16, BLK 6 & N. OF OLD U.S. 14 & 20 (EX. THE E. 215' THEREOF) T52 R101 (37,451 SF)

WHEREAS, a portion of the sign owned by OWNER on the above property encroaches on a public right-of-way dedicated to the public and the City of Cody, and which described and depicted on the attached Exhibit A; and

WHEREAS, the Owner and the City wish to enter into this Agreement to accommodate the Owner's sign and improvements, and protect the rights of the City and the public to use the right-of-way,

NOW, THEREFORE, in consideration of the mutual covenants and promises described herein, the parties agree as follows:

1. City hereby grants to Owner a revocable encroachment license for the portion of Owner's sign and improvements which encroach on the City right-of-way, as described and depicted by the attached Exhibit A, which is incorporated as part of this Agreement. The area where the Owner's sign and improvements encroach on the public right-of-way shall be referred to as the Encroachment Area.
2. Owner shall pay to the City the sum of nineteen dollars and twenty-five cents (\$19.25) annually for the use of the Encroachment Area. OWNER shall make the first payment to the CITY on or before May 1, 2026, and subsequent payments shall be due on or before the first day of May each year thereafter.
3. This encroachment license is given as a matter of convenience and the same may be revoked by the City at any time for any reason whatsoever, by providing written notice to the Owner at least sixty (60) days prior to the effective date of the revocation. Owner shall have one hundred twenty (120) days from the date of such written notice to remove the improvements, buildings, infrastructure and other encroachments from the right-of-way to the satisfaction of the CITY, at the sole cost and expense of Owner.
4. In the event that the City or a utility provider is required to install, repair, modify, replace, upgrade, add to, excavate or otherwise access the Encroachment Area, the City or other utility provider performing the work shall not be responsible for any costs, expenses or fees for damage or loss to Owner's building and improvements, and shall not be responsible for the repair, replacement, restoration, reclamation or improvement of Owner's sign, building, improvements, landscaping, fencing or any other damage or loss caused by City's or utility's use of or access to the Encroachment Area. Owner shall be solely responsible for all expenses of such removal and/or replacement, and Owner accepts the risk associated with having Owner's building and improvements in the public right-of-way. The City, or other utility provider, as applicable to the party performing the work, shall restore any trench areas to the original ground surface.
5. Owner, for themselves, their lessees, agents, representatives, employees, guests, and invitees, releases, indemnifies and holds harmless the City, its agents, representatives,

employees, officers, elected officials, and agents from any and all claims, actions, lawsuits, disputes and controversies regarding Owner's use of the public right-of-way pursuant to this agreement. This release and indemnification shall include but not be limited to claims and actions for personal injury, property damage, economic loss, death and all other liabilities and losses to the extent arising in any way under this Agreement or from the use of the public right-of-way by Owner, their lessees, agents, representatives, employees or officers. This indemnification shall include reasonable attorney's fees incurred by CITY in defense of any action brought by any party against CITY to the extent arising out of this Agreement or Owner's use of the public right-of-way.

6. This Agreement shall be binding upon the parties, their heirs, successors, assigns, transferees and grantees, unless this license is revoked or terminated by the CITY as described in paragraph 3 above.

7. Nothing in this Agreement shall be construed to extend the CITY's governmental liability established under Wyo. Stat. Ann. § 1-39-118. By entering into this agreement, CITY does not waive its sovereign immunity or governmental immunity, or any of the immunities, defenses or limitations available to it under the Wyoming Constitution and Wyoming law.

8. No provision of this agreement is intended or shall be construed to confer upon or give to any person or entity other than the signatories to this agreement any rights, remedies or other benefits under or by reason of this agreement.

9. This Agreement contains the entire understanding of the parties and there are no other promises, covenants or understandings beyond the scope of this written Agreement pertaining to these items. This Agreement can only be amended in writing, approved and signed by both parties.

CITY OF CODY, WYOMING:

By: _____
Lee Ann Reiter, Mayor

Attest: _____
Tina Gail, City Clerk

Amadeus Square,
a Wyoming Limited Liability Company:

By: _____
Patricia Wormington, Owner

STATE OF WYOMING)
) SS.
COUNTY OF Park)

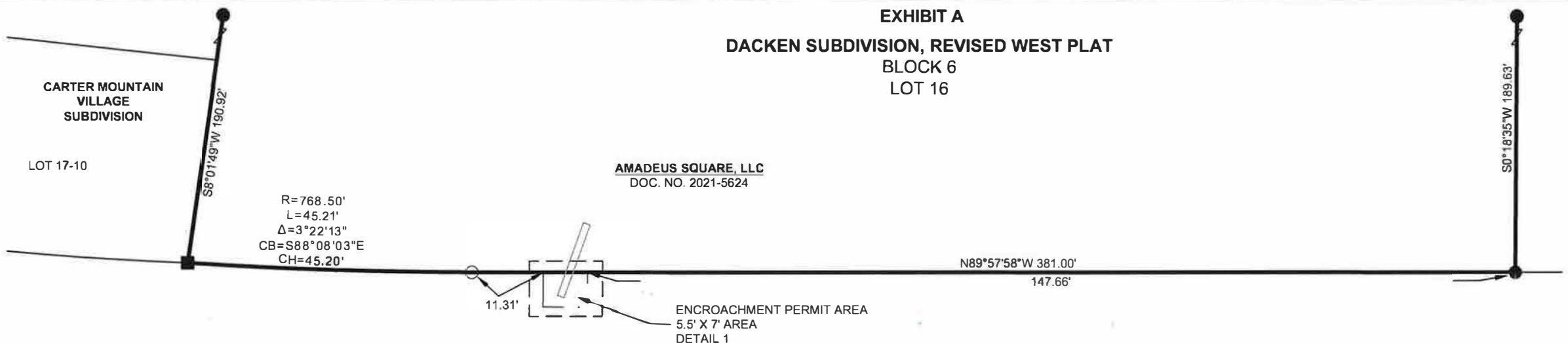
The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Patricia Wormington, Owner, Amadeus Square.

WITNESS my hand and official seal.

Notary Public
My commission expires _____

EXHIBIT A

**DACKEN SUBDIVISION, REVISED WEST PLAT
BLOCK 6
LOT 16**



R=768.50'
L=45.21'
Δ=3°22'13"
CB=S88°08'03"E
CH=45.20'

N89°57'58"W 381.00'
147.66'

S0°18'35"W 189.63'

11.31'
ENCROACHMENT PERMIT AREA
5.5' X 7' AREA
DETAIL 1

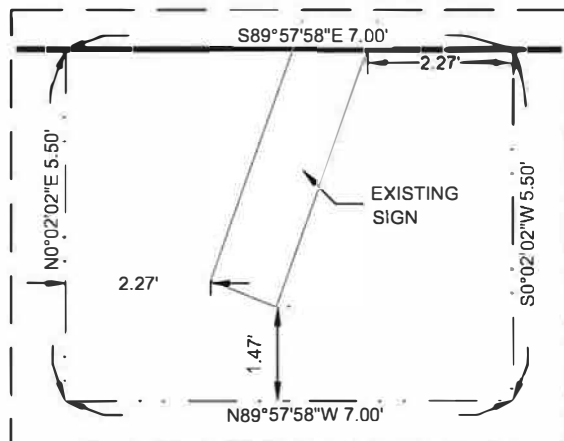


MOUNTAIN VIEW DRIVE

NOTE:

THIS DRAWING IS NOT INTENDED TO SHOW ALL RIGHTS OF WAY, EASEMENTS, PUBLIC OR PRIVATE UTILITIES, IRRIGATION FACILITIES, OTHER IMPROVEMENTS OR FLOOD PLAIN AREAS UPON THE PARCEL OR PARCELS DELINEATED HEREON. THIS SURVEYOR DID NOT CONDUCT A COMPLETE TITLE SEARCH, ABSTRACT STUDY OR HAZARD INQUIRY FOR THE LANDS SHOWN HEREON.

THE BASIS OF BEARINGS IS CITY OF CODY DATUM.



DETAIL 1



DESCRIPTION OF ENCROACHMENT PARCEL:

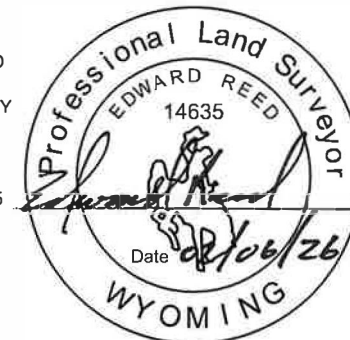
BEGINNING AT A POINT ON THE SOUTH LINE OF LOT 16, OF BLOCK 6 OF THE REVISED WEST PLAT OF DACKEN SUBDIVISION, RECORD IN PLAT CABINET E AT PAGE 31 IN THE RECORDS OF THE PARK COUNTY CLERK AND RECORDER, PARK COUNTY, WYOMING, ALSO BEING THE SOUTH LINE OF A PARCEL OF LAND CONVEYED TO AMADEUS SQUARE, LLC IN WARRANTY DEED RECORDED AS DOC. NO. 2021-5624 IN THE RECORDS OF SAID CLERK AND RECORDER, SAID POINT BEING NORTH 89°57'58" WEST, A DISTANCE OF 147.66 FEET FROM THE SOUTHEAST CORNER OF SAID AMADEUS SQUARE, LLC PARCEL; SAID POINT ALSO BEING THE NORTHEAST CORNER OF PARCEL OF LAND NOW BEING DESCRIBED AS THIS ENCROACHMENT PARCEL; THENCE SOUTH 00°02'02" WEST, A DISTANCE OF 5.50 FEET; THENCE NORTH 89°57'58" WEST, A DISTANCE 7.00 FEET; THENCE NORTH 00°02'02" EAST, A DISTANCE OF 5.50 FEET TO A POINT ON THE SOUTH LINE OF SAID AMADEUS SQUARE, LLC PARCEL; THENCE SOUTH 89°57'58" EAST ON AND ALONG SAID SOUTH LINE OF AMADEUS SQUARE, LLC PARCEL, A DISTANCE OF 7.00 FEET TO THE POINT OF BEGINNING, CONTAINING 38.5 FT², MORE OR LESS.

CERTIFICATE OF SURVEYOR

STATE OF WYOMING }
COUNTY OF PARK } ss

I, EDWARD REED ON BEHALF OF MORRISON-MAIERLE, INC. OF CODY, WYOMING DO HEREBY CERTIFY THAT THIS MAP WAS PREPARED FROM FIELD NOTES TAKEN DURING AN ACTUAL SURVEY MADE BY ME IN MAY AND JUNE OF 2025 AND JANUARY 31, 2026. THAT THIS MAP CORRECTLY SHOWS THE RESULTS OF SAID SURVEY AND THAT THE MONUMENTS FOUND OR SET ARE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF.

WYOMING L.S. REGISTRATION NO. 14635
MORRISON MAIERLE
BY: EDWARD REED (AGENT)



LEGEND

- ————— 6mm REBAR WITH 2 1/2" AL. CAP SET
- ————— REBAR & ALUM. CAP FOUND
- ⚡ ————— INDICATES BREAK IN LINE
- PERMIT BORDER

<p>Morrison Maierle engineers • surveyors • planners • scientists 1402 Stampede Avenue Cody, WY 82414 Phone: 307.587.6281 www.m-m-.net COPYRIGHT © MORRISON-MAIERLE, INC. 3358</p>	DRAWN BY: ECR FLD WK BY: ECR CHK BY: DATE: 01/2026	AMADEUS SQUARE, LLC WYOMING	PROJECT NO. WORMINGTON
	CODY MAP OF ENCROACHMENT PARCEL LOT 16, BLOCK 6, DACKEN SUBDIVISION, REVISED WEST PLAT CITY OF CODY, PARK COUNTY, WYOMING	SHEE TNUM BER EXHIBIT A	

J:\Agreements\Pending\2025 Pending\Wormington\ACAD\WORMINGTON ROS.dwg

<p>Meeting Date: April 21, 2026 Department: Community Development Staff Reference: Utana Dye</p>

AGENDA ITEM SUMMARY REPORT
ORDINANCE 2026-06 THIRD AND FINAL READING
AN ORDINANCE TO REZONE LOT 1 OF HOLM VIEW ADDITION NO. 6
SUBDIVISION FROM MEDIUM-HIGH DENSITY RESIDENTIAL (R-3) TO HIGH
DENSITY RESIDENTIAL (R-4).

PROPOSED ACTION:

Approve Ordinance 2026-06 for the Third and Final Reading.

SUMMARY OF INFORMATION:

Ordinance 2026-06 is on the third and final reading for the rezone of Lot 1 of the Holm View Addition No. 6 Minor Subdivision, from Medium-High Density (R-3) to High Density Residential (R-4). The Community Development Staff has received no additional comments, and there have been no changes made to the Ordinance.

Informational background.

The application requests the rezone of the 6.62-acre Lot 1 of Holm View Addition from Medium-High Density Residential (R-3) to High Density Residential (R-4), The applicants are seeking a rezone to allow for more housing opportunities, which could include multi-family structures with more than four units. The R-4 zoning standards permits higher density (1,800 sq-ft per unit vs. 4,000 sq-ft in R-3) and greater building height/coverage. The property, located on Sheridan Avenue, is largely constrained by a steep hillside, which reduces the developable area to approximately 2.2 net acres but also ensures significant open space preservation. In the public response process, only five written objections were received from adjacent property owners, which is below the seven objections (20% threshold) needed to require a three-fourths vote of the City Council.

The Planning, Zoning and Adjustment Board heard and considered the rezone request at a public hearing on March 5, 2026. Ian Morrison introduced a motion to recommend that the City Council approve the rezone of Lot 1 of Holm View Addition No. 6 from Medium-High Density Residential (R-3) to High Density Residential (R-4). Erin Welty seconded the motion. The vote resulted in the motion passing, with the following members voting aye: Dan Schein, Dan Holler, Ian Morrison, Sarah Miles, Erin Welty and Kathryn Kyle. Carla Egelhoff cast a nay vote.

FISCAL IMPACT:

N/A

ATTACHMENTS:

1. Ordinance 2026-06
2. Staff Report Holm View Addition Lot 1
3. PZ 26-01_Resolution for Lot 1 Holm View Addition No. 6

ORDINANCE 2026-06

**AN ORDINANCE REZONING LOT 1 OF HOLM VIEW ADDITION NO. 6
MINOR SUBDIVISION, TO HIGH DENSITY RESIDENTIAL (R-4).**

WHEREAS, the City of Cody received a rezone application from the members of Holm View Addition, LC to rezone Lot 1 of Holm View Addition No. 6 Minor Subdivision from Medium-High Density Residential (R-3) to High Density Residential (R-4);

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

WHEREAS, the governing body of the City of Cody has reviewed the application, staff report, and public comments and finds that it is in the best interest of the public to rezone Lot 1 of Holm View Addition No. 6 Minor Subdivision to High Density Residential (R-4);

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

Section 1: That the following described property shall be and the same is hereby rezoned to High Density Residential (R-4), as set forth in City of Cody Code Title 10.

Lot 1, Holm View Addition No. 6 Minor Subdivision, according to the plat recorded in Plat Cabinet "M", Page 178, Park County, Wyoming.

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

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

PASSED ON FIRST READING: March 17, 2026

PASSED ON SECOND READING: April 7, 2026

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

ATTEST:

Lee Ann Reiter, Mayor

Tina Gail, Administrative Service Officer

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

MEETING DATE:	MARCH 5, 2026	TYPE OF ACTION NEEDED	
AGENDA ITEM:	PUBLIC HEARING AND CONSIDERATION OF REZONE REQUEST	P&Z BOARD APPROVAL:	
SUBJECT:	REQUEST TO REZONE	RECOMMENDATION TO COUNCIL:	X
PREPARED BY:	JENNY CRAMER, CITY PLANNER	DISCUSSION ONLY:	

PROJECT DESCRIPTION:

Roy Holm, on behalf of Holm View Addition, LC, has submitted an application to rezone Lot 1 of Holm View Addition No. 6 Minor Subdivision. The request is to change the zoning from Medium-High Density Residential (R-3) to High Density Residential (R-4) to allow more housing opportunities on this parcel. The property is located on the north side of Sheridan Avenue, and is adjacent to the west boundary of Sunset Elementary school.



The current zoning for this property has been in existence since 2017.

The 6.62-acre subject property, is marked with blue and black hatching on the map. Access is directly from Sheridan Avenue, a major arterial street.

Surrounding Zoning and Development:

- **South:** Properties are zoned R-4 and primarily contain multi-family dwellings and some commercial uses.
- **East:** The lot abuts Sunset Elementary School, with a church and single-family residential developments located further east.
- **North:** Shadow Mountain No. 2 development is approximately 300 feet from the developable portion of the lot.

Site Constraints:

Approximately two-thirds of the lot consists of a steep, undevelopable hillside, resulting in a roughly 75-foot drop in elevation from the south to the north. This natural

constraint, however, provides an opportunity to concentrate development adjacent to Sheridan Avenue while preserving substantial open space to the north.

Adjacent Properties:

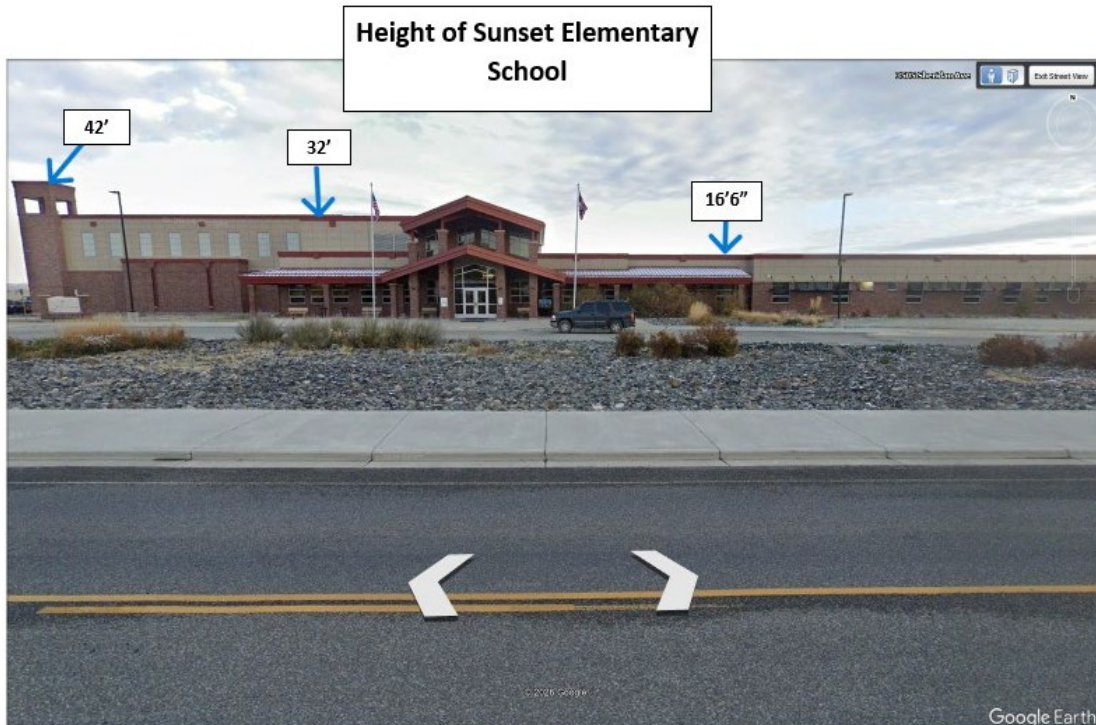
<i>DIRECTION</i>	<i>EXISTING USE</i>	<i>ZONING</i>
North and West	6.62-acre Lot 232 Shadow Mtn #2 (Reserved storm water infrastructure - land owned by the City and maintained by HOA)	Medium-Low Density Residential (R-2)
East	Sunset Elementary School	Medium-Low Density Residential (R-2)
South	Residential townhomes (36 units), a residential lot and a vacant lot	High Density Residential (R-4)

Existing Zoning vs. Proposed

The tables ***attached to this staff report*** provide the differences in zoning between the existing R-3 Zoning and the proposed R-4 Zoning.

The primary differences are as follows:

- Minimum net lot area for single-family dwellings is 3,200 sq-ft in R-3 vs. 1,800 sq-ft in R-4
- Developable acreage per dwelling for multi-unit dwellings is 4,000 sq-ft in R-3 vs. 1,800 sq-ft in R-4
- Maximum building coverage is 65% in R-3 vs. 85% in R-4
- Maximum height is two stories and 30' in R-3 vs. three stories and 40' in R-4 (for reference, below is a picture of adjacent Sunset Elementary with the heights noted)



Note regarding supplementary standards and review: An "*" shown next to any line in the attached use table signifies the use is subject to Section 10-8 "Supplemental Development Standards For Residential Zoning Districts". In the R-4 zoning district, buildings may contain more than five dwelling units, provided they adhere to the multi-family development standards. These standards address requirements such as minimum open space, architectural character, and landscaping and are reviewed by Staff when development is proposed. Conversely, in the R-3 district, multi-family housing structures are limited to a maximum of four units, and the supplemental standards for multi-family housing do not apply. Section 10-8.R. provides additional standards for residential dwellings, most of which apply to both the R-3 and R-4 zoning districts. See section 10-8 for more detail (***attached to this staff report for reference***).

PROCEDURE:

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

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

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

The public hearing was advertised as required by posting an advertisement in the Cody Enterprise on February 12, 2026.

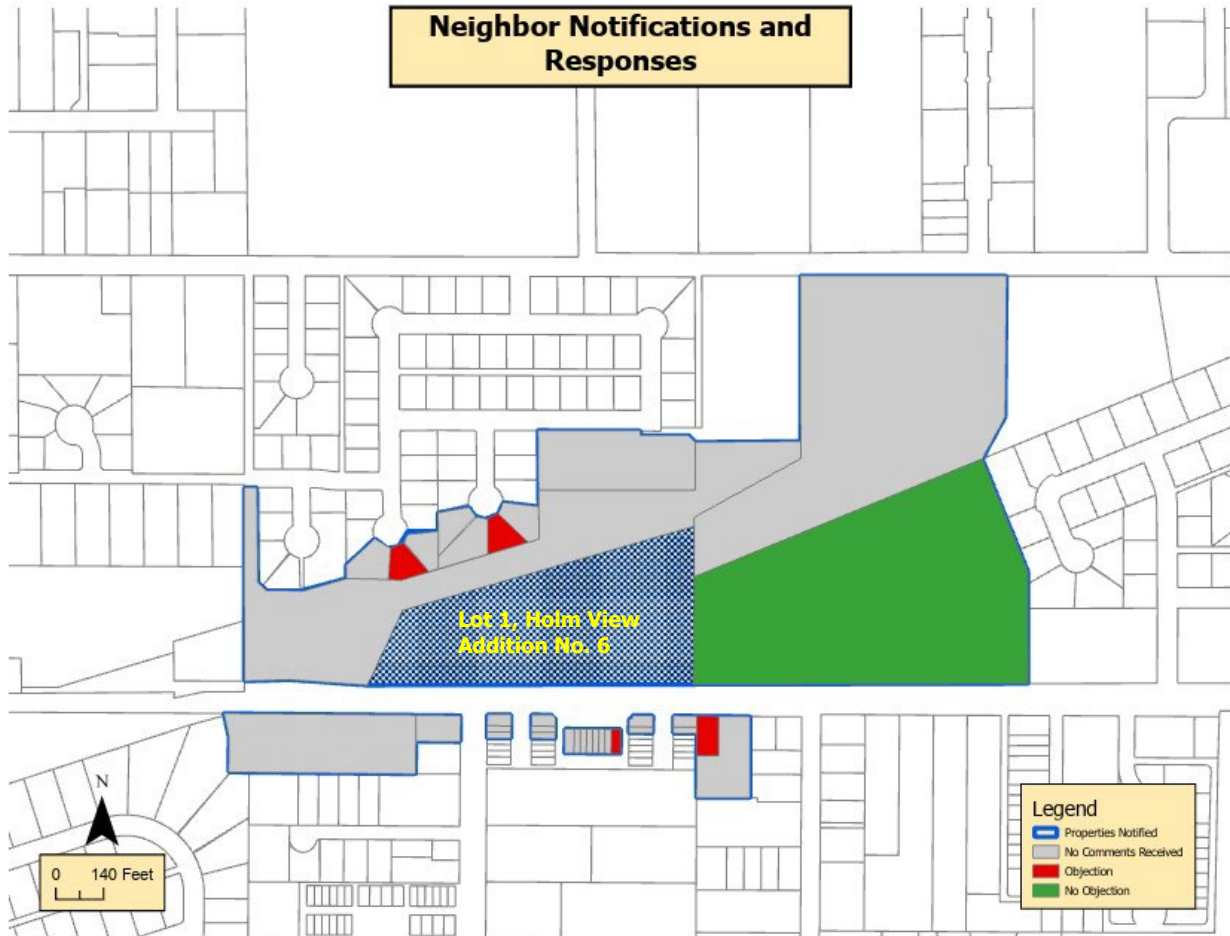
The City Planner is granted authority to perform additional notice to inform neighboring property owners, lessees, utility providers, or others that may be affected of the public hearing. This additional notice is not subject to the fifteen (15) day requirement, may take any form, and is completely discretionary. Additional notice, or lack thereof, shall not be grounds for appeal.

The public hearing was advertised as required by posting an advertisement in the Cody Enterprise on February 12, 2026 and by mail to neighbors within 140' of the property on February 12, 2026.

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

Following is a summary and a map of public responses for the properties notified within 140' of the requested rezone as required by city code:

- **Total adjacent properties notified: 34**
 - **Total written objections by adjacent properties: 5**
 - **Total responses of no objection by adjacent properties: 1**
 - **Total adjacent properties notified who did not provide comment: 28**
- *Note: 20% of the 34 adjacent properties within 140' is seven (7).**



REVIEW CRITERIA:

Rezoning is a legislative action, subject to the full discretion of the governing body. The Cody Zoning Ordinance does not have specific criteria outlined for granting or denying rezoning requests.

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

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

(i) In accordance with a comprehensive plan...;

The current comprehensive plan was adopted by the City in March of 2014. Per the master plan “*The Future Land Use Map...will be the guide for future zoning and development within the city*”. The Future Land Use Map designates the subject property as medium-density residential. This category states, “This designation is for residential neighborhood development with an average density of eight (8) dwelling units per gross acre. The type of housing permitted in medium-density residential areas includes single-family detached homes, two family homes (a.k.a. duplexes), common wall units (two attached single-family units), and townhouses or stacked dwellings of up to four attached units.”

Staff Comment: Staff determined that the requested R-4 zoning is consistent with the average density outlined for the property in the Master Plan. This conclusion required a detailed comparison, as the Master Plan and the city's residential code use different methodologies to calculate density (dwellings per *gross acreage* vs. dwellings per sq-ft of *developable lot area*). The following section explains the details of staff's analysis.

Master Plan Future Land Use Map Density Calculation:

The Master Plan's Future Land Use Map determines medium-density residential average density based on **gross acres**. The subject property, measuring 6.62 gross acres, is classified as medium-density residential, which permits an average density of eight dwelling units per acre. Based on this, the property could accommodate 53 dwelling units (6.62 acres x 8 dwelling units/acre).

City of Cody Code Residential Standards Density Calculation:

However, City Code standards for residential zones calculate allowable density using **net lot or developable lot area**. City code excludes areas with a sustained slope exceeding 33% for at least 20 feet and areas dedicated or reserved for public or private streets. Due to the hillside on the property, the developable lot area is reduced to approximately 2.2 net acres. Note: The hillside drops approximately 75' in elevation in 225', resulting in a sustained slope of 87%.

In the R-4 High Density Residential zoning standards, both single-family dwellings and multiple-family structures require 1,800 square feet of developable lot area per dwelling unit. The approximate 2.2 developable acres equate to 95,832 square feet. Dividing this by the required 1,800 square feet per unit yields an allowance of 53 dwelling units (95,832 sq-ft / 1,800 sq-ft).

Therefore, Staff concludes that the requested R-4 rezoning aligns with the average density designated for the property in the Master Plan. *See the following illustrations.*

Regarding housing types, R-4 zoning would allow for dwellings that exceed 4 attached units per structure.

Master Plan – Average Density Illustration:



City Code R-4 Allowed Density Illustration:



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

Staff Comment: The property is designated as an "Area of Change" subarea in the Greybull Character District. This designation states, "Subareas that are currently vacant or partially developed that are appropriate for new neighborhoods, commercial areas, mixed use districts, or industrial areas. New development should match the desired future character of the district and adjacent areas. Open space, trails, and other amenities should be incorporated in new development as appropriate."

The desired R-4 residential zoning is consistent with the character of neighboring areas, and the site is currently vacant. Future development is limited by the property's topography, as only approximately one-third of the lot is developable. This constraint, however, ensures that significant open space will be preserved.

(iii) With a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the city or town; and

Staff Comment: The property is situated within an area zoned as a mixture of R-2, R-3 and R-4. The existing R-2 single-family residential area is naturally buffered from the developable portion of this property by a steep hillside. It will be accessed by Sheridan Avenue, a major arterial street (not a state highway) engineered to handle high traffic volumes. Given the City of Cody's identified substantial need for attainable housing, the requested R-4 rezone is considered an appropriate use of this land, as it would facilitate the desired type of housing development in this location, and be of public benefit.

Proximity to Like Zoning:

See map at the beginning of the report. R-4 zoning is adjacent to the south of this property.

(iv) With consideration given to the historic integrity of certain neighborhoods or districts and a view to preserving, rehabilitating and maintaining historic properties and encouraging compatible uses within the neighborhoods or districts, but no regulation made to carry out the purposes of this paragraph is valid to the extent it constitutes an unconstitutional taking without compensation.

Staff Comment: The proposed use encourages compatible uses in the surrounding neighborhood, illustrated by the surrounding zoning and the future land use map. The proposed rezoning will not have a detrimental impact on historic preservation.

Public Hearing:

Copies of all comments provided before, during or after the public hearing are attached for the Board's review. All public comments need to be considered.

Photos:

From just south of the northeast corner of the developable lot area, facing northwest. Part of the middle school is visible from this viewpoint.



From the northeast corner of the developable lot area, facing northwest. Viewing Ted Ebert Park, Cody Middle School and Shadow Mountain Subdivision.



From the southwest corner of the property, facing east across the developable portion of the lot. Sunset Elementary School is just beyond the east boundary in the distance and the East Sheridan Townhouses are across the street to the south of the property.



From the southwest corner of the property, facing south/southwest. Directly south of the property is a vacant lot, and just beyond the vacant lot is Baker Rim Subdivision (4-plex multifamily housing units).



From Cougar Avenue, near the intersection of Stone Street, facing southwest. Viewing the property hillside that is not developable. The approximate section of the subject property hillside is shown between the blue arrows.



**RESOLUTION PZ 26-01
CITY OF CODY
PLANNING, ZONING AND ADJUSTMENT BOARD**

**TITLE: RECOMMENDATION TO APPROVE THE REZONE OF LOT 1, HOLM VIEW
ADDITION NO. 6 TO HIGH DENSITY RESIDENTIAL (R-4)**

WHEREAS, Roy Holm, acting on behalf of Holm View Addition, LC (the property owner), submitted a request to rezone the property described as Lot 1 of Holm View Addition No. 6 Subdivision, to High Density Residential (R-4); and

WHEREAS, the subject property is currently within the Medium-High Density Residential (R-3) zoning district; and

WHEREAS, the Planning, Zoning and Adjustment Board held a public hearing on March 5, 2026, to consider the request to rezone and established the following findings:

1. The lot is approximately 6.62-acres in size.
2. The proposed rezone is requested to provide more future housing opportunities and potential.
3. The properties adjacent to the north and west of the property are zoned Medium-Low Density Residential (R-2), A combination of Medium-Low Density Residential (R-2) and Medium-High Density Residential (R-3) properties are to the east, and the properties to the south are zoned High Density Residential (R-4).
4. Approximately two-thirds of the lot consists of undevelopable hillside, therefore the remaining approximate one-third of the property adjacent to Sheridan Avenue is developable.
5. Minimum net lot area for single-family dwellings is 3,200 sq-ft in R-3 vs. 1,800 sq-ft in R-4.
6. Developable acreage per dwelling for multi-unit dwellings is 4,000 sq-ft in R-3 vs. 1,800 sq-ft in R-4.
7. Maximum building coverage is 65% in R-3 vs. 85% in R-4.
8. Maximum height is two stories and 30' in R-3 vs. three stories and 40' in R-4.
9. Sunset Elementary School is adjacent to the west of the property and it's highest point is 42'.
10. The public hearing was advertised in the Cody Enterprise on February 12, 2026 in accordance with City of Cody Code section 10-5-1.
11. Certified mail notices were sent to properties located within 140 feet of the subject property as provided for in City of Cody Code section 10-5-1.
12. Five written comments from property owners located adjacent within 140 feet of the subject property, were received "in objection" to the rezone.

13. One written comment of "no objection" to the rezone was received from a property owner located adjacent within 140 feet of the subject property;
14. The objections from properties immediately adjacent within 140 feet of the subject property represents 14.71%.
15. The requested R-4 zoning is consistent with the average density outlined for the property in the Master Plan.
16. The existing R-2 single-family residential area to the north is naturally buffered from the developable portion of this property by a steep hillside.
17. The property will be accessed by Sheridan Avenue, a major arterial street (not a state highway) engineered to handle high traffic volumes.
18. Given the City of Cody's identified substantial need for attainable housing, the requested R-4 rezone could facilitate the desired type of housing development in this location, and be of public benefit.
19. The proposed rezoning is not expected to have a detrimental impact on historic preservation.

WHEREAS, the Planning, Zoning and Adjustment Board concludes the requested zone change substantially complies with the general standards for zoning outlined in Wyoming Statute and the City of Cody Code, and is compatible with the adjacent properties;

NOW, THEREFORE, BE IT RESOLVED, based on the foregoing findings, the Planning, Zoning and Adjustment Board recommends approval of the zone change for Lot 1 of Holm View Addition No. 6 Subdivision from Medium-High Density Residential (R-3) to High Density Residential (R-4).

By the Planning, Zoning and Adjustment Board on the 5th day of March, 2026.

**PLANNING, ZONING AND ADJUSTMENT BOARD
CITY OF CODY, WYOMING**



C. Daniel Schein, Jr., Chairman

3/19/26

Date

ATTEST:



Tina Gail, City Clerk

Meeting Date: April 21, 2026 Department: Community Development Staff Reference: Utana Dye
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AGENDA ITEM SUMMARY REPORT

ORDINANCE 2026-07 – AN ORDINANCE AMENDING TITLE 9, CHAPTER 2, SECTION 1(C) OF THE CITY OF CODY CODE AS IT PERTAINS TO ADOPTION OF THE NATIONAL ELECTRICAL CODE.

PROPOSED ACTION:

Approve Ordinance 2026-07 to amend Title 9, Chapter 2, Section 1(C) of the Cody City Code, which amendment has the effect of adopting the 2026 Edition of the NFPA 70 National Electrical Code.

SUMMARY OF INFORMATION:

In order for the City of Cody to maintain home rule/sole authority for the purpose of conducting electrical inspections, in accordance with W.S. 35-9-121, we are required by the State of Wyoming to adopt and enforce the most recent edition of the National Electrical Code. The 2026 Edition is in publication and is being enforced by the State of Wyoming. The proposed ordinance would clearly establish that the City of Cody has adopted and is enforcing the 2026 edition of the NEC.

FISCAL IMPACT:

No change to current budget.

ATTACHMENTS:

1. Ordinance Amendment Ord. 2026-07 2026 NEC

ORDINANCE NO. 2026-07

AN ORDINANCE TO AMEND TITLE 9, CHAPTER 2, SECTION 1(C) OF THE CITY OF CODY CODE AS IT PERTAINS TO ADOPTION OF THE NATIONAL ELECTRIC CODE.

WHEREAS, the governing body has determined that it is in the public interest to amend Section 9-2-1(C) of the City of Cody Code, which amendment has the effect of adopting the 2026 Edition of the NFPA 70 National Electrical Code.

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

SECTION 1: Title 9, Chapter 2, Section 1(C), Adoption by Reference; Copies to Be Kept on File, is hereby amended as follows:

9-2-1: ADOPTION BY REFERENCE; COPIES TO BE KEPT ON FILE:

C. The City of Cody hereby adopts the 2026 Edition of the NFPA 70 National Electrical Code, as published by the National Fire Protection Association and adopted by the State of Wyoming, which code is made a part hereof by this reference, the same as though incorporated herein at length.

One copy of this adopted code shall be kept on file by the City, and shall be marked with the words "Property of the City of Cody, Official Copy".

SECTION 2: EFFECTIVE DATE. This Ordinance shall become effective immediately after final passage and publication in the Cody Enterprise as required by law.

PASSED ON FIRST READING: _____

PASSED ON SECOND READING: _____

PASSED ON THIRD READING: _____

Attest:

LeeAnn Reiter, Mayor

Tina Gail, Administrative Services Director

Meeting Date: April 21, 2026
Department: Public Works
Staff Reference: Phillip Bowman, Jake Moyer

AGENDA ITEM SUMMARY REPORT

Award of the construction contract for the Pressure Reducing Valve Replacement and Upgrade Project to Great Basin Development and Construction, LLC

PROPOSED ACTION:

Consider approval to award the construction contract for the Pressure Reducing Valve Replacement and Upgrade Project to Great Basin Development and Construction, LLC, and authorize the Mayor to sign the Notice of Award and all associated contract documents

SUMMARY OF INFORMATION:

The Pressure Reducing Valve Replacement and Upgrade Project (Project) is funded by a Drinking Water State Revolving Fund (DWSRF) Loan approved by City Council on January 21, 2025, which provides a total funding amount of \$2.0 million for design and construction of the Project. This funding was programmed for expenditure as a multi-year project, with the first \$1.0 million included in the approved FY 2026 Budget and the second \$1.0 million proposed in the FY 2027 Budget (yet to be approved). To have flexibility in awarding the Project construction contract based on the bids received, City Staff have increased the proposed FY 2027 Budget amount to \$1.3 million, with the additional \$300,000 being drawn from the Water Enterprise Fund unassigned cash and investments balance.

The Project was advertised for public bidding in the Cody Enterprise on February 24, March 3, March 10, and March 17, 2026, and bids were received by the City and publicly opened at City Hall on March 26, 2026. Three (3) bids were received for the Project and the City's engineering consultant, Ardurra, has checked and tabulated the bids and confirmed that all required documents were submitted. As summarized in the attached letter for the Engineer's Recommendation of Award, Ardurra has determined that Great Basin Development and Construction, LLC (GBDC) is the responsive low bidder. GBDC does not hold a Wyoming Residency Certificate and with the addition of 5% to the submitted bid amount required by Wyoming State Statute, GBDC was still the low bidder. As summarized in Ardurra's letter, it is recommended that the Project be awarded to GBDC in the amount of \$1,772,916.

Based on the total funding amount of \$2.3 million for the Project included in the approved FY 2026 Budget and proposed FY 2027 Budget for all engineering and construction, the estimated Project costs are summarized as follows:

- Engineering design and bid document preparation = \$218,913 under contract with Ardurra
- Construction cost = \$1,772,916 recommended for award to GBDC
- Construction administration and support = \$200,000 to be placed under contract with Ardurra (estimated amount, currently under negotiation)
- **Total Estimated Project Cost = \$2,181,829**

City Council approval of the award will be subject to final review and approval of all associated

contract documents by the City Attorney prior to execution by the Mayor.

FISCAL IMPACT:

The approved FY 2026 Budget and proposed FY 2027 Budget (yet to be approved) for the Water Enterprise Fund will fund the Project award to Great Basin Development and Construction for construction costs in the amount of \$1,772,916.

ATTACHMENTS:

- 1. Ardurra Recommendation of Award - Cody PRV Replacement Project
- 2. Notice of Award - Cody PRV Replacement Project
- 3. Construction Contract - Cody PRV Replacement Project



April 16, 2026

Phillip Bowman
 Public Works Director/City Engineer
 City of Cody
 1338 Rumsey Ave, Cody, WY 82414
 Cody, Wyoming 82414

SUBJECT: City of Cody PRV Replacement Project – Engineer’s Recommendation of Award

Dear Mr. Bowman,

Bids for the above-mentioned project were due at 1:00 PM on March 26th, 2026. Three bids were received, publicly opened, and read aloud at that time. Bids are summarized as follows:

Bidder	Engineer’s Estimate	Great Basin Development & Construction, LLC	WyoDak Energy Services, LLC	COP Construction
Bid Schedule A	\$1,516,825.00	\$1,310,963.00	\$1,946,109.19	\$1,309,790.00
Bid Schedule B	\$265,300.00	\$173,169.00	\$250,990.58	\$207,590.00
Bid Schedule C	\$425,250.00	\$288,784.00	\$481,183.62	\$303,320.00
Total All Schedules	\$2,207,375.00	\$1,772,916.00	\$2,678,283.39	\$1,820,700.00

After review of the bid documents, Ardurra found one math error in WyoDak Energy Services bid that lowered their Bid Schedule 1 price by \$41.48. No other errors or irregularities were found.

Great Basin Development and Construction, L.L.C. was the lowest responsive bidder for all schedules combined. WyoDak was the only bidder to submit a Wyoming Residency Certificate. Even after applying the 5% preference, Great Basin Development is still the low bidder for all combined schedules.

The low bid has been reviewed for compliance with conditions set forth in the contract documents. Provided this amount fits into the City’s overall budget, Ardurra recommends all schedules be awarded to Great Basin Development and Construction, L.L.C., in the amount of \$1,772,916.00 provided the City of Cody and the Wyoming SRF Program concur. Additionally, we recommend you consult your legal counsel for concurrence.

Attached is the bid tabulation for your files. Please do not hesitate to contact me with any questions regarding this recommendation.



Sincerely,

Wesley Werbelow, PE
Senior Project Manager

CC: Riley Otto - WWDO Project Manager

Enclosures: Bid Tabulation

City of Cody, WY
City of Cody PRV Replacement Project
Bid Tabulation

Bid Schedule A - Site A, Site B, Site D, Site E - Base Bid Schedule														
Item No.	Description	Quantity	Unit	Engineer's Estimate		1			2			3		
				Unit Cost	Cost	Great Basin		%	WyoDak Energy		%	COP Construction		%
1	Traffic Control	1	LS	\$45,000.00	\$45,000.00	\$63,498.00	\$63,498.00	41.11%	\$119,304.62	\$119,304.62	165.12%	\$24,500.00	\$24,500.00	-45.56%
2	Sediment, Erosion Control, and Storm Water Management	1	LS	\$9,000.00	\$9,000.00	\$4,500.00	\$4,500.00	-50.00%	\$19,890.99	\$19,890.99	121.01%	\$4,200.00	\$6,200.00	-31.11%
3	Mobilization	1	LS	\$220,000.00	\$220,000.00	\$193,616.00	\$193,616.00	-11.99%	\$44,877.92	\$44,877.92	-79.60%	\$178,000.00	\$178,000.00	-19.09%
4	Removal of Existing Structures & Obstructions	1	LS	\$55,000.00	\$55,000.00	\$30,776.00	\$30,776.00	-44.04%	\$82,976.28	\$82,976.28	50.87%	\$23,000.00	\$23,000.00	-58.18%
5	Removal of Asphalt Pavement	425	SY	\$30.00	\$12,750.00	\$27.00	\$11,475.00	-10.00%	\$81.00	\$34,425.00	170.00%	\$18.00	\$7,650.00	-40.00%
6	Removal of Concrete Pavement	80	SY	\$35.00	\$2,800.00	\$84.00	\$6,720.00	140.00%	\$282.46	\$22,596.80	707.03%	\$20.00	\$1,600.00	-42.86%
7	Removal of Concrete Curb and Gutter	25	LF	\$30.00	\$750.00	\$20.00	\$500.00	-33.33%	\$75.37	\$1,884.25	151.23%	\$22.00	\$550.00	-26.67%
8	Clearing and Grubbing	1	LS	\$2,500.00	\$2,500.00	\$6,000.00	\$6,000.00	140.00%	\$555.63	\$555.63	-77.77%	\$3,900.00	\$3,900.00	56.00%
9	Grading 'W' Crushed Base	90	CY	\$75.00	\$6,750.00	\$55.00	\$4,950.00	-26.67%	\$643.59	\$57,923.10	758.12%	\$60.00	\$5,400.00	-20.00%
10	Plant Mix Bituminous Pavement, 4" Thickness (1/2" NMA Size)	425	SY	\$45.00	\$19,125.00	\$99.00	\$42,075.00	120.00%	\$178.62	\$75,913.50	296.93%	\$100.00	\$42,500.00	122.22%
11	Concrete Pavement, 8" Thickness	20	SY	\$175.00	\$3,500.00	\$245.00	\$4,900.00	40.00%	\$568.69	\$11,373.80	224.97%	\$145.00	\$2,900.00	-17.14%
12	Concrete Curb and Gutter	25	LF	\$85.00	\$2,125.00	\$93.00	\$2,325.00	9.41%	\$137.69	\$3,442.25	61.99%	\$90.00	\$2,250.00	5.88%
13	Tack Coat	0.4	TON	\$5,800.00	\$2,320.00	\$950.00	\$380.00	-83.62%	\$1,639.50	\$655.80	-71.73%	\$2,200.00	\$880.00	-62.07%
14	Water Main, 4" C900 DR-14 PVC	30	LF	\$110.00	\$3,300.00	\$134.00	\$4,020.00	21.82%	\$239.41	\$7,182.30	117.65%	\$100.00	\$3,000.00	-9.09%
15	Water Main, 6" C900 DR-14 PVC	110	LF	\$137.50	\$15,125.00	\$162.50	\$17,875.00	18.18%	\$187.38	\$20,611.80	36.28%	\$200.00	\$22,000.00	45.45%
16	Water Main, 8" C900 DR-14 PVC	120	LF	\$165.00	\$19,800.00	\$170.25	\$20,430.00	3.18%	\$349.10	\$41,892.00	111.58%	\$380.00	\$45,600.00	130.30%
17	Water Main, 12" C900 DR-14 PVC	35	LF	\$190.00	\$6,650.00	\$256.00	\$8,960.00	34.74%	\$527.13	\$18,449.55	177.44%	\$620.00	\$21,700.00	226.32%
18	Water Main, 6" Class 52 DIP	6	LF	\$330.00	\$1,980.00	\$555.00	\$3,330.00	68.18%	\$713.13	\$4,278.78	116.10%	\$700.00	\$4,200.00	112.12%
19	Water Main, 8" Class 52 DIP	10	LF	\$360.00	\$3,600.00	\$746.00	\$7,460.00	107.22%	\$526.36	\$5,263.60	46.21%	\$1,100.00	\$11,000.00	205.56%
20	Water Main Fittings, 6"x6"x6", Stainless Steel Tapping Sleeve	2	EA	\$5,000.00	\$10,000.00	\$1,792.00	\$3,584.00	-64.16%	\$6,449.19	\$12,898.38	28.98%	\$2,100.00	\$4,200.00	-58.00%
21	Water Main Fittings, 8"x8"x8", DI MJ Tee	2	EA	\$3,500.00	\$7,000.00	\$2,137.00	\$4,274.00	-38.94%	\$4,184.03	\$8,368.06	19.54%	\$2,800.00	\$5,600.00	-20.00%
22	Water Main Fittings, 12"x12"x8", DI MJ Tee	2	EA	\$4,500.00	\$9,000.00	\$2,707.00	\$5,414.00	-39.84%	\$6,977.44	\$13,954.88	55.05%	\$3,000.00	\$6,000.00	-33.33%
23	Water Main Fittings, 8"x4" DI MJ Reducer	2	EA	\$2,700.00	\$5,400.00	\$1,106.00	\$2,212.00	-59.04%	\$2,895.00	\$5,790.00	7.22%	\$2,100.00	\$4,200.00	-22.22%
24	Water Main Fittings, 12"x4" DI MJ Reducer	2	EA	\$3,800.00	\$7,600.00	\$1,720.00	\$3,440.00	-54.74%	\$4,442.04	\$8,884.08	16.90%	\$3,600.00	\$7,200.00	-5.26%
25	Water Main Fittings, 16"x8" DI MJ Reducer	2	EA	\$5,000.00	\$10,000.00	\$2,867.00	\$5,734.00	-42.66%	\$8,849.10	\$17,698.20	76.98%	\$5,400.00	\$10,800.00	8.00%
26	Water Main Fittings, 6" 90° DI MJ Bend	2	EA	\$2,500.00	\$5,000.00	\$1,165.00	\$2,330.00	-53.40%	\$3,097.11	\$6,194.22	23.88%	\$1,800.00	\$3,600.00	-28.00%
27	Water Main Fittings, 8" 22.5° DI MJ Bend	2	EA	\$2,700.00	\$5,400.00	\$1,309.00	\$2,618.00	-51.52%	\$3,225.86	\$6,451.72	19.48%	\$1,900.00	\$3,800.00	-29.63%
28	Water Main Fittings, 8" 90° DI MJ Bend	4	EA	\$2,800.00	\$11,200.00	\$1,397.00	\$5,588.00	-50.11%	\$3,432.46	\$13,729.84	22.59%	\$2,000.00	\$8,000.00	-28.57%
29	Gate Valve, 4" DI MJ	2	EA	\$4,000.00	\$8,000.00	\$3,832.00	\$7,664.00	-4.20%	\$4,329.25	\$8,658.50	8.23%	\$4,000.00	\$8,000.00	0.00%
30	Gate Valve, 6" DI MJ	4	EA	\$5,700.00	\$22,800.00	\$4,378.00	\$17,512.00	-23.19%	\$5,184.11	\$20,736.44	-9.05%	\$4,200.00	\$16,800.00	-26.32%
31	Gate Valve, 8" DI MJ	4	EA	\$6,600.00	\$26,400.00	\$5,214.00	\$20,856.00	-21.00%	\$6,188.69	\$24,754.76	-6.23%	\$5,300.00	\$21,200.00	-19.70%
32	Gate Valve, 12" DI MJ	1	EA	\$12,500.00	\$12,500.00	\$13,103.00	\$13,103.00	4.82%	\$55,571.00	\$55,571.00	344.57%	\$15,000.00	\$15,000.00	20.00%
33	Residential Service Line PRV, 3/4"	4	EA	\$1,050.00	\$4,200.00	\$1,559.00	\$6,236.00	48.48%	\$1,631.00	\$6,524.00	55.33%	\$2,400.00	\$9,600.00	128.57%
34	Residential Service Line PRV, 1-1/2"	1	EA	\$2,400.00	\$2,400.00	\$3,024.00	\$3,024.00	26.00%	\$3,304.99	\$3,304.99	37.71%	\$3,900.00	\$3,900.00	62.50%
35	Valve Restraint Block, 12" Main	1	EA	\$2,000.00	\$2,000.00	\$6,249.00	\$6,249.00	212.45%	\$28,631.48	\$28,631.48	1331.57%	\$3,300.00	\$3,300.00	65.00%
36	Valve Restraint Block, 16" Main	1	EA	\$2,500.00	\$2,500.00	\$7,818.00	\$7,818.00	212.72%	\$34,717.98	\$34,717.98	1288.72%	\$4,300.00	\$4,300.00	72.00%
37	Fitting Thrust Block	26	EA	\$500.00	\$13,000.00	\$330.00	\$8,580.00	-34.00%	\$1,972.69	\$51,289.94	294.54%	\$240.00	\$6,240.00	-52.00%
38	Penetration Seals, 6" ID Pipe	2	EA	\$1,650.00	\$3,300.00	\$718.00	\$1,436.00	-56.48%	\$591.07	\$1,182.14	-64.18%	\$2,100.00	\$4,200.00	27.27%
39	Penetration Seals, 8" ID Pipe	4	EA	\$2,650.00	\$10,600.00	\$823.00	\$3,292.00	-68.94%	\$591.06	\$2,364.24	-77.70%	\$2,300.00	\$9,200.00	-13.21%
40	Singer 206-PR Pressure Reducing Valves, 6", SRD, BABA Compliant	1	EA	\$20,000.00	\$20,000.00	\$21,395.00	\$21,395.00	6.98%	\$30,048.55	\$30,048.55	50.24%	\$19,000.00	\$19,000.00	-5.00%
41	Singer 206-PR Pressure Reducing Valves, 8", SRD, BABA Compliant	2	EA	\$25,000.00	\$50,000.00	\$29,947.00	\$59,894.00	19.79%	\$40,483.58	\$80,967.16	61.93%	\$27,000.00	\$54,000.00	8.00%
42	Dismantling Joint, 6"	1	EA	\$3,750.00	\$3,750.00	\$4,448.00	\$4,448.00	18.61%	\$4,881.71	\$4,881.71	30.18%	\$4,800.00	\$4,800.00	28.00%
43	Dismantling Joint, 8"	2	EA	\$5,000.00	\$10,000.00	\$5,363.00	\$10,726.00	7.26%	\$5,140.70	\$10,281.40	2.81%	\$5,400.00	\$10,800.00	8.00%
44	Concrete Valley Pan, 8" Depth	540	SF	\$30.00	\$16,200.00	\$27.00	\$14,580.00	-10.00%	\$3.84	\$2,073.60	-87.20%	\$38.00	\$20,520.00	26.67%
45	Seeding	1	LS	\$3,000.00	\$3,000.00	\$4,248.00	\$4,248.00	41.60%	\$1,849.73	\$1,849.73	-38.34%	\$700.00	\$700.00	-76.67%
46	Pre-Cast Vault, 8'x9' Interior, Traffic Rated	3	EA	\$110,000.00	\$330,000.00	\$71,364.00	\$214,092.00	-35.12%	\$138,993.37	\$416,980.11	26.36%	\$60,000.00	\$180,000.00	-45.45%
47	Instrumentation and Controls Integration	1	LS	\$208,000.00	\$208,000.00	\$239,665.00	\$239,665.00	15.22%	\$315,903.55	\$315,903.55	51.88%	\$245,000.00	\$245,000.00	17.79%
48	Electrical Integration	1	LS	\$265,500.00	\$265,500.00	\$177,161.00	\$177,161.00	-33.27%	\$177,920.56	\$177,920.56	-32.99%	\$213,000.00	\$213,000.00	-19.77%
				\$1,516,825.00		\$1,310,963.00		-13.57%	\$1,946,109.19		28.30%	\$1,309,790.00		-13.65%
									-41.48					
				BID IRREGULARITIES			BID IRREGULARITIES			BID IRREGULARITIES				
				Great Basin			WyoDak Energy			COP Construction				
				No Irregularities			Math Error			No Irregularities				

Bid Schedule	Engineer's Estimate	Great Basin	%	WyoDak Energy	%	COP Construction	%
A- Base Bid	\$1,516,825.00	\$1,310,963.00	-13.57%	\$1,946,109.19	28.30%	\$1,309,790.00	-13.65%
B - Add Alt #1	\$265,300.00	\$173,169.00	-34.73%	\$250,990.58	-5.39%	\$207,590.00	-21.75%
C - Add Alt #2	\$425,250.00	\$288,784.00	-32.09%	\$481,183.62	13.15%	\$303,320.00	-28.67%
A+B+C (total)	\$2,207,375.00	\$1,772,916.00	-19.68%	\$2,678,283.39	21.33%	\$1,820,700.00	-17.52%
				-41.48			

City of Cody, WY

City of Cody PRV Replacement Project

Bid Tabulation

				1			2			3					
Bid Schedule B - Site F - Add Alternate #1				Engineer's Estimate			Great Basin			Wyodak Energy			COP Construction		
Item No.	Description	Quantity	Unit	Unit Cost	Cost		Unit Cost	Cost	%	Unit Cost	Cost	%	Unit Cost	Cost	%
1	Traffic Control	1	LS	\$2,500.00	\$2,500.00		\$590.00	\$590.00	-76.40%	\$20,719.69	\$20,719.69	728.79%	\$1,000.00	\$1,000.00	-60.00%
2	Sediment, Erosion Control, and Storm Water Management	1	LS	\$3,000.00	\$3,000.00		\$950.00	\$950.00	-68.33%	\$5,122.46	\$5,122.46	70.75%	\$1,500.00	\$1,500.00	-50.00%
3	Mobilization	1	LS	\$40,000.00	\$40,000.00		\$4,485.00	\$4,485.00	-88.79%	\$8,055.89	\$8,055.89	-79.86%	\$20,000.00	\$20,000.00	-50.00%
4	Removal & Disposal of Existing Structures & Obstructions	1	LS	\$7,500.00	\$7,500.00		\$3,760.00	\$3,760.00	-49.87%	\$14,825.91	\$14,825.91	97.68%	\$6,400.00	\$6,400.00	-14.67%
5	Clearing and Grubbing	1	LS	\$1,500.00	\$1,500.00		\$900.00	\$900.00	-40.00%	\$555.63	\$555.63	-62.96%	\$790.00	\$790.00	-47.33%
6	Gravel Surfacing, Grading "W" Crushed Base, 4" Thickness	2	CY	\$450.00	\$900.00		\$131.00	\$262.00	-70.89%	\$615.39	\$1,230.78	36.75%	\$300.00	\$600.00	-33.33%
7	Adjust Water Valve Boxes & Install New Concrete Valve Collar	1	EA	\$1,500.00	\$1,500.00		\$1,335.00	\$1,335.00	-11.00%	\$2,324.39	\$2,324.39	54.96%	\$5,400.00	\$5,400.00	260.00%
8	Singer 206-PR Pressure Reducing Valves, 8", SRD, BABA Compliant	1	EA	\$25,000.00	\$25,000.00		\$35,245.00	\$35,245.00	40.98%	\$35,141.10	\$35,141.10	40.56%	\$33,000.00	\$33,000.00	32.00%
9	Dismantling Joint, 8"	1	EA	\$6,000.00	\$6,000.00		\$6,512.00	\$6,512.00	8.53%	\$5,140.70	\$5,140.70	-14.32%	\$5,400.00	\$5,400.00	-10.00%
10	Water Main Fittings, 10"x8" DI FLG Eccentric Reducer	2	EA	\$2,000.00	\$4,000.00		\$3,205.00	\$6,410.00	60.25%	\$4,630.17	\$9,260.34	131.51%	\$2,500.00	\$5,000.00	25.00%
11	Retrofit Locking Lid	1	EA	\$5,000.00	\$5,000.00		\$1,173.00	\$1,173.00	-76.54%	\$892.24	\$892.24	-82.16%	\$3,400.00	\$3,400.00	-32.00%
12	Seeding	1	LS	\$400.00	\$400.00		\$805.00	\$805.00	101.25%	\$1,849.73	\$1,849.73	362.43%	\$1,100.00	\$1,100.00	175.00%
13	Instrumentation and Controls Integration	1	LS	\$75,000.00	\$75,000.00		\$56,587.00	\$56,587.00	-24.55%	\$75,432.82	\$75,432.82	0.58%	\$58,000.00	\$58,000.00	-22.67%
14	Electrical Integration	1	LS	\$93,000.00	\$93,000.00		\$54,155.00	\$54,155.00	-41.77%	\$70,438.90	\$70,438.90	-24.26%	\$66,000.00	\$66,000.00	-29.03%
				\$265,300.00			\$173,169.00		-34.73%		\$250,990.58		\$207,590.00		-21.75%

BID IRREGULARITIES
Great Basin
No Irregularities

BID IRREGULARITIES
Wyodak Energy
No Irregularities

BID IRREGULARITIES
COP Construction
No Irregularities

City of Cody, WY
City of Cody PRV Replacement Project
Bid Tabulation

				1			2			3				
Bid Schedule C - Site C - Add Alternate #2				Engineer's Estimate		Great Basin			WyoDak Energy			COP Construction		
Item No.	Description	Quantity	Unit	Unit Cost	Cost	Unit Cost	Cost	%	Unit Cost	Cost	%	Unit Cost	Cost	%
1	Traffic Control	1	LS	\$2,500.00	\$2,500.00	\$1,495.00	\$1,495.00	-40.20%	\$20,719.69	\$20,719.69	728.79%	\$1,600.00	\$1,600.00	-36.00%
2	Sediment, Erosion Control, and Storm Water Management	1	LS	\$3,000.00	\$3,000.00	\$950.00	\$950.00	-68.33%	\$5,122.46	\$5,122.46	70.75%	\$1,500.00	\$1,500.00	-50.00%
3	Mobilization	1	LS	\$63,000.00	\$63,000.00	\$12,420.00	\$12,420.00	-80.29%	\$11,976.42	\$11,976.42	-80.99%	\$22,000.00	\$22,000.00	-65.08%
4	Removal & Disposal of Existing Structures & Obstructions	1	LS	\$12,000.00	\$12,000.00	\$10,262.00	\$10,262.00	-14.48%	\$12,283.61	\$12,283.61	2.36%	\$7,800.00	\$7,800.00	-35.00%
5	Clearing and Grubbing	1	LS	\$3,750.00	\$3,750.00	\$900.00	\$900.00	-76.00%	\$2,808.40	\$2,808.40	-25.11%	\$400.00	\$400.00	-89.33%
6	Gravel Surfacing, Grading "W" Crushed Base, 4" Thickness	2	CY	\$450.00	\$900.00	\$131.00	\$262.00	-70.89%	\$641.87	\$1,283.74	42.64%	\$300.00	\$600.00	-33.33%
7	Water Main, 8" Class 52 DIF	4	LF	\$300.00	\$1,200.00	\$790.00	\$3,160.00	163.33%	\$526.19	\$2,104.76	75.40%	\$1,100.00	\$4,400.00	266.67%
8	Water Main, 4" C900 DR-14 PVC	30	LF	\$150.00	\$4,500.00	\$133.50	\$4,005.00	-11.00%	\$239.41	\$7,182.30	59.61%	\$60.00	\$1,800.00	-60.00%
9	Water Main, 16" C900 DR-14 PVC	30	LF	\$150.00	\$4,500.00	\$330.00	\$9,900.00	120.00%	\$375.92	\$11,277.60	150.61%	\$240.00	\$7,200.00	60.00%
10	Water Main Fittings, 8"x8"x4" DI MJ Tee	2	EA	\$2,700.00	\$5,400.00	\$1,861.00	\$3,722.00	-31.07%	\$4,184.03	\$8,368.06	54.96%	\$2,400.00	\$4,800.00	-11.11%
11	Water Main Fittings, 16"x8" DI MJ Reducer	2	EA	\$5,000.00	\$10,000.00	\$2,909.00	\$5,818.00	-41.82%	\$4,184.03	\$8,368.06	-16.32%	\$5,400.00	\$10,800.00	8.00%
12	Water Main Fittings, 4" 90° DI MJ Benc	2	EA	\$1,500.00	\$3,000.00	\$908.00	\$1,816.00	-39.47%	\$4,184.03	\$8,368.06	178.94%	\$1,800.00	\$3,600.00	20.00%
13	Gate Valve, 4" DI MJ	1	EA	\$4,500.00	\$4,500.00	\$3,832.00	\$3,832.00	-14.84%	\$4,329.26	\$4,329.26	-3.79%	\$4,000.00	\$4,000.00	-11.11%
14	Gate Valve, 8" DI MJ	1	EA	\$6,000.00	\$6,000.00	\$5,214.00	\$5,214.00	-13.10%	\$6,188.70	\$6,188.70	3.15%	\$5,300.00	\$5,300.00	-11.67%
15	Valve Restraint Block, 16" Main	1	EA	\$2,500.00	\$2,500.00	\$6,554.00	\$6,554.00	162.16%	\$34,717.98	\$34,717.98	1288.72%	\$19,000.00	\$19,000.00	660.00%
16	Fitting Thrust Block	8	EA	\$500.00	\$4,000.00	\$330.00	\$2,640.00	-34.00%	\$1,972.65	\$15,781.20	294.53%	\$240.00	\$1,920.00	-52.00%
17	Penetration Seals, 8" ID Pipe	2	EA	\$3,000.00	\$6,000.00	\$823.00	\$1,646.00	-72.57%	\$591.07	\$1,182.14	-80.30%	\$2,300.00	\$4,600.00	-23.33%
18	Singer 206-PR Pressure Reducing Valves, 8", SRD, BABA Compliant	1	EA	\$25,000.00	\$25,000.00	\$27,797.00	\$27,797.00	11.19%	\$35,141.10	\$35,141.10	40.56%	\$27,000.00	\$27,000.00	8.00%
19	Dismantling Joint, 8"	1	EA	\$6,000.00	\$6,000.00	\$5,363.00	\$5,363.00	-10.62%	\$5,140.70	\$5,140.70	-14.32%	\$5,400.00	\$5,400.00	-10.00%
20	Concrete Bollards	4	EA	\$1,000.00	\$4,000.00	\$999.00	\$3,996.00	-0.10%	\$1,719.24	\$6,876.96	71.92%	\$2,200.00	\$8,800.00	120.00%
21	Seeding	1	LS	\$3,500.00	\$3,500.00	\$805.00	\$805.00	-77.00%	\$1,849.73	\$1,849.73	-47.15%	\$1,800.00	\$1,800.00	-48.57%
22	Pre-Cast Vault, 8'x9' Interior, Non-Traffic Ratec	1	EA	\$95,000.00	\$95,000.00	\$68,529.00	\$68,529.00	-27.86%	\$133,790.13	\$133,790.13	40.83%	\$44,000.00	\$44,000.00	-53.68%
23	Instrumentation and Controls Integration	1	LS	\$75,000.00	\$75,000.00	\$56,587.00	\$56,587.00	-24.55%	\$75,432.82	\$75,432.82	0.58%	\$57,000.00	\$57,000.00	-24.00%
24	Electrical Integration	1	LS	\$80,000.00	\$80,000.00	\$51,111.00	\$51,111.00	-36.11%	\$60,889.74	\$60,889.74	-23.89%	\$58,000.00	\$58,000.00	-27.50%
				\$425,250.00		\$288,784.00		-32.09%	\$481,183.62		13.15%	\$303,320.00		-28.67%

BID IRREGULARITIES
Great Basin
No irregularities

BID IRREGULARITIES
WyoDak Energy
No irregularities

BID IRREGULARITIES
COP Construction
No irregularities

NOTICE OF AWARD

Date of Issuance:

Owner:	City of Cody, WY	Owner's Project No.:	N/A
Engineer:	Ardurra Group, Inc.	Engineer's Project No.:	250005
Project:	City of Cody PRV Replacement Project		
Contract Name:	City of Cody PRV Replacement Project (Construction)		
Bidder:	Great Basin Development and Construction, LLC		
Bidder's Address:	42 S 200 W, Mantua, UT 84324 USA		

You are notified that Owner has accepted your Bid dated 3/26/2026 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Bid Schedule A, Bid Schedule B, Bid Schedule C (Base bid plus Alternate 1 and Alternate 2)

The Contract Price of the awarded Contract is \$1,772,916.00. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

You must comply with the following conditions precedent within 30 days of the date of receipt of this Notice of Award:

1. Deliver to Owner one counterpart of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract securities (Performance and Payment Bonds) for 100% of the contract price per W.S. 15-1-113(d) & (f) and W.S. 16-6-112 and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): Proof of City of Cody Contractor Licensure

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Cody, WY

By (signature): _____

Name (printed): _____

Title: _____

Copy: Engineer

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

This Agreement is by and between City of Cody, WY (“Owner”) and Great Basin Development and Construction, LLC (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Potable water system improvements, instrumentation and control and electrical integration, excavation, paving.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Replacement and upgrade of five Pressure Reducing Valve (PRV) stations within the potable water system, including new pre-cast concrete vaults, piping modifications, instrumentation and controls integration, electrical integration, and associated landscaping and pavement reclamation.

ARTICLE 3—ENGINEER

3.01 The Owner has retained Ardurra Group, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Ardurra Group, Inc.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before October 31st, 2026, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before December 15th, 2026.

4.02 *Milestones*

A. Parts of the Work must be substantially completed on or before the following Milestone(s):

1. Milestone 1: All work within the traveled way completed and traffic control removed at Site A by June 19, 2026.
2. Milestone 2: PRV station fully operational and paving completed at Site B by August 31st, 2026

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion*: Contractor shall pay Owner \$1,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$750.00 for each day that expires after such time until the Work is completed and ready for final payment.
 3. *Milestones*: Contractor shall pay Owner \$1,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1 and Milestone 2, until Milestone are achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).
 - B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- B. A completed Affidavit Acknowledging Payment to Materialmen, Subcontractors and Laborers (form attached) must accompany all Contractor requests for progress payment beginning with the second request. Refer to W.S. 16-6-1001(a)(iv).

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. Five percent of the value of the Work completed (with the balance being retainage).
 - i. Retainage on the contract shall be in accordance with W.S. 16-6-702.
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.
- C. Contractor may establish an interest-bearing account for retainage in accordance with W.S. 16-6-702, -704, and -705.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, and when the requirements of W.S. 16-6-116, 16-6-117, and 15-1-113(h) are met, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of zero percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. SRF Special Conditions
 - 6. Specifications as listed in the table of contents of the project manual.
 - 7. Drawings (not attached but incorporated by reference) consisting of 28 sheets with each sheet bearing the following general title: City of Cody PRV Replacement Project.
 - 8. Addenda
 - 9. Contractor's completed bid form.
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:

City of Cody, WY

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Contractor:

Great Basin Development and Construction, LLC

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

<p>Meeting Date: April 21, 2026 Department: Administrative Services Staff Reference: Tony Tolstedt</p>

AGENDA ITEM SUMMARY REPORT

Consider approval of Resolution 2026-07 authorizing the City Administrator, or their designee, to approve mobile vendor use on public property and to establish conditions for such use.

PROPOSED ACTION:

Consider approval of Resolution 2026-07 authorizing the City Administrator, or their designee, to approve mobile vendor use on public property and to establish conditions for such use, contingent upon review by the City Attorney.

SUMMARY OF INFORMATION:

The City of Cody Municipal Code, Title 3, Chapter 5, Article III establishes definitions, permitting requirements, and operational standards for mobile vendors within the City. The Code also allows the Governing Body to authorize the use of public property for mobile vendors and to delegate certain administrative functions consistent with those provisions.

Currently, requests for mobile vendor use on public property may require Governing Body consideration, which can limit the City’s ability to respond in a timely manner—particularly for requests that arise outside regularly scheduled Council meetings or with limited advance notice.

The proposed Resolution would authorize the City Administrator, or their designee, to approve mobile vendor operations on public property, provided such approvals remain consistent with the City Code. In addition, the Resolution grants authority to establish reasonable conditions for such use, including but not limited to location, duration, vendor configuration, traffic and pedestrian considerations, insurance and licensing requirements, and public health and safety standards.

All approved mobile vendors would still be required to complete applicable application processes, pay required fees, and comply with all local, state, and federal regulations, as well as any conditions of approval. The Resolution also provides authority for the City Administrator, or their designee, to revoke or modify approvals if conditions are not met or if continued operation poses a concern to public health, safety, or welfare.

This approach is intended to streamline the approval process, improve administrative efficiency, and support economic activity while maintaining appropriate oversight and protections for public property and the community.

FISCAL IMPACT:

No direct fiscal impact is anticipated. Mobile vendors will continue to be subject to applicable fees as established by City Code.

ATTACHMENTS:

- 1. RESOLUTION 2026-07 Mobile Vendors by City admin Auth

RESOLUTION NO. 2026-07

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OR THEIR
DESIGNEE TO APPROVE MOBILE VENDOR USE ON PUBLIC PROPERTY AND TO
ESTABLISH CONDITIONS FOR SUCH USE**

WHEREAS, the City of Cody Code, Title 3, Chapter 5, Article III establishes definitions, permitting requirements, and operational standards for mobile vendors within the City of Cody; and

WHEREAS, said Code provides that the Governing Body may authorize the use of public property for mobile vendors and may delegate certain administrative functions consistent with the Code; and

WHEREAS, the Governing Body recognizes the need to provide timely and efficient responses to mobile vendor requests, including those occurring outside of regularly scheduled Council meetings or with limited advance notice; and

WHEREAS, the Governing Body finds that allowing administrative authorization of mobile vendor activity on public property, subject to appropriate standards and limitations, promotes economic activity while maintaining public health, safety, and welfare;

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

1. Authorization of Administrative Approval

The City Administrator, or their designee, is hereby authorized to approve the operation of mobile vendors on public property within the City of Cody, provided such approval is consistent with the requirements of the City Code and this Resolution.

2. Authority to Establish Conditions

The City Administrator, or their designee, shall have the authority to establish reasonable conditions for the operation of mobile vendors on public property, including but not limited to:

1. Location of operation;
2. Duration and hours of operation;
3. Size, number, and configuration of mobile vendors;
4. Traffic flow, parking, and pedestrian access considerations;
5. Insurance or licensing requirements as required;
6. Public health, safety, and sanitation requirements; and
7. Any other operational limitations deemed necessary to protect public property and the general welfare.

3. Compliance with Applicable Requirements

All mobile vendors authorized under this Resolution shall:

- 1. Complete all required application processes and provide necessary documentation;
- 2. Pay all applicable fees;
- 3. Comply with all local, state, and federal laws and regulations; and
- 4. Adhere to any conditions imposed by the City Administrator or their designee.

4. Revocation of Authorization

The City Administrator, or their designee, may revoke or modify any authorization issued under this Resolution at any time if it is determined that:

- 1. Conditions of approval are not being met; or
- 2. Continued operation would negatively impact public health, safety, or welfare.

PASSED, APPROVED AND ADOPTED ON THIS 21st DAY OF April, 2026.

Mayor Lee Ann Reiter

ATTEST:

Tina Gail, Administrative Services Officer

<p>Meeting Date: April 21, 2026 Department: Public Works Staff Reference: Phillip Bowman, Kris Bruxvoort</p>

AGENDA ITEM SUMMARY REPORT

Task Order No. 26-01 with Bowen Collins and Associates for the Wastewater Collection and Treatment Master Plan

PROPOSED ACTION:

Consider approval of Task Order No. 2026-01 with Bowen Collins and Associates for continuation of work on the Wastewater Collection and Treatment Master Plan

SUMMARY OF INFORMATION:

The City of Cody last completed a Wastewater Master Plan in 2002. With the growth of population in the City, new subdivisions creating additional areas of service in the wastewater collection system, and modifications to the City's Wastewater Treatment Facility (WWTF) over the past two decades, the previous Master Plan needs to be updated. A new Wastewater Collection and Treatment Master Plan (WWMP) was originally funded in the approved FY 2025 Budget in the amount of \$350,000 as a multi-year project, and funding has been carried over into the approved FY 2026 Budget and the proposed FY 2027 Budget.

The consultant team of Bowen Collins and Associates (BCA) and Engineering Associates (EA) was placed under contract with approval of the Master Agreement for Professional Services and Task Order No. 25-01 by the City Council on May 20, 2025, and the first phase of the project has a not-to-exceed fee amount of \$94,735.20. BCA is nearing completion of the first phase of work, and City Staff have negotiated the scope of work and proposed fee for the second phase of the project including the Capital Improvement Plan (CIP) project scoping and cost estimates, the WWTF capacity analysis and long-term improvement needs, and the preparation of the WWMP Final Report. Task Order No. 26-01 defines the next phase of work to be completed at a not-to-exceed fee amount of \$119,417. With the combination of Task Order No. 25-01 and Task Order No. 26-01, the total amount under contract with BCA will be \$214,152.20 and will remain within the original project budget of \$350,000.

It is anticipated that the second phase of work defined in Task Order No. 26-01 will be completed within four to six months, and the WWMP Final Report will be presented to the City Council for review and adoption in late 2026.

City Council approval of Task Order No. 26-01 will be subject to final approval of all associated documents by the City Attorney prior to execution by the Mayor. City Staff recommends approval of this task order.

FISCAL IMPACT:

Funding for WWMP in the amount of \$350,000 was included in the approved FY 2025 Budget in the Wastewater Enterprise Fund. As a multi-year project, funding has been carried over to

the approved FY 2026 Budget and the proposed FY 2027 budget. With approval of Task Order No. 26-01 with BCA at a not-to-exceed fee amount of \$119,417, the total amount under contract with BCA will be \$214,152.20 and will remain within the original project budget.

ATTACHMENTS:

1. Bowen Collins and Associates Task Order No. 26-01 - Wastewater Master Plan

Attachment A – Standard Task Order Form

**TASK ORDER NO. 26-01
TO
MASTER AGREEMENT FOR PROFESSIONAL SERVICES**

OWNER: City of Cody

Effective Date of Master Agreement: May 9, 2025

THIS TASK ORDER NO. 26-01 TO THE MASTER AGREEMENT FOR PROFESSIONAL SERVICES (this “TASK ORDER”) is made and entered into as of the 2nd day of April, 2026, by and between OWNER and Bowen, Collins and Associates, Inc., a Utah Corporation (herein called ENGINEER) who agree as follows:

1. **PROJECT.** The PROJECT associated with this TASK ORDER is described as follows: Phase 2 of the Wastewater Collection and Treatment Master Plan.
2. **SCOPE OF SERVICES.** The SCOPE OF SERVICES and deliverables associated with this TASK ORDER is attached hereto as Exhibit A.
3. **FEES.** OWNER shall reimburse for services provided under this TASK ORDER on a time and expense basis not to exceed \$119,417.00. Payment shall be in accordance with the FEE SCHEDULE attached hereto as Exhibit B and in accordance with the MASTER AGREEMENT FOR PROFESSIONAL SERVICES.
4. **SCHEDULE.** The SERVICES associated with this TASK ORDER are anticipated to be completed within 6 months following written authorization from the OWNER to proceed.
5. **ATTACHMENTS AND EXHIBITS.** Both parties have read and understood all attachments and exhibits referenced in or attached to this TASK ORDER and agree that such items are hereby incorporated into and made a part of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES.

IN WITNESS WHEREOF, OWNER and ENGINEER have executed this TASK ORDER as of the date first above written.

OWNER:

ENGINEER:

By: _____

By: _____

Printed Name: _____

Printed Name: Keith Larson

Its: _____

Its: Vice President

Exhibit A

Scope of Work Phase 2 Wastewater Collection and Treatment Master Plan

Bowen Collins & Associates

SCOPE OF SERVICES

Phase 2 – WWTF Analysis and Wastewater Master Plan

Task 2-0 – Phase Kickoff, Overview Meeting, and Progress Meetings.

Objective: Review the project objectives and schedule, develop project and data coordination procedures, and discuss questions regarding information provided by the City.

Activities:

- Prepare for and attend monthly progress meetings through the duration of the phase.

Task 2-1 – Develop a Capital Improvement Project List for the Collection System.

Objective: Evaluate alternative system improvements that, if implemented, would resolve the identified sewer system deficiencies (both existing and projected). Use the identified improvements to develop a Capital Improvement Project List.

Activities:

- Utilize the developed computer model to evaluate alternative sewer system improvements.
- With City personnel, identify the recommended sewer system capital improvement projects that will best resolve the identified system deficiencies.
- Develop cost estimates for the recommended system improvements, including both capacity and maintenance related projects.
- Develop ranking criteria to determine capital improvement plan project order. First ranking of projects will be by the projected timing of the deficiency followed by the additional ranking criteria identified.
- Based on the projected flow timeline and with City personnel, create a prioritized list of improvements. This will include a division of required projects into 5-year, 10-year, and 20-year planning horizons.
- Develop a recommended timing for needed improvements based on the critical nature of needed improvements or funding/timing limitations.

Deliverables:

1. A prioritized list of alternative capital improvement projects with cost estimates that can be implemented to resolve the identified sewer system deficiencies.
2. Digital Copy of the developed wastewater collection model including simulations for the existing, future, and improved conditions.

Task 2-2 – Evaluate the Hydraulic Capacity of Existing WWTF.

Objective: Determine the hydraulic capacity of the existing treatment facility and its ability to treat projected flows.

Activities:

- Collect and review WWTF data including design criteria used for the current treatment process, historical flow data, design drawings, plant operations logs, etc.
- Identify hydraulic capacity of existing plant based upon provided data and hydraulic calculations of existing facilities.
- Establish future influent flow projections based upon data collected and developed in Phase I of this project.
- Identify hydraulic limitations and ultimate hydraulic treatment capacity of existing WWTF.

Task 2-3 – Evaluate Loading Capacity of Existing WWTF Based Upon Current Discharge Requirements

Objective: Determine the biologic and solids loading capacity of the existing treatment facility and its ability to treat projected loading.

Activities:

- Collect and review WWTF data including design criteria used for the current treatment process, historical flow data, design drawings, plant operations logs, etc. Note: Any additional testing necessary for process evaluation will be coordinated and paid by the City.
- Collect and review historical septage loading from Park Count records (for anticipated load for the operational septage facility).
- Review current discharge requirements.
- Identify historical loading to the WWTF including BOD, TSS, NH₃, TP, and TIN.
- Establish future loading projections based upon ERU projections established in Phase I including future septage loading.
- Identify loading capacity of the existing facility based upon process design criteria, typical design criteria for extending aerated lagoons, and discharge permit requirements.
- Identify hydraulic limitations and ultimate hydraulic treatment capacity of existing WWTF.
- Review current operation and control strategy of the WWTF in effort to identify operation improvements that may result in decreased operational costs.

Deliverables:

1. Projected maximum number of ERU's that can be treated by the existing Wastewater Treatment Facility. This will include a value for both treatment and hydraulic flow capacities.

Task 2-4 – Evaluate Treatment Capacity with Potential Effluent Nutrient Limits

Objective: Identify potential future nutrient limits for discharge and the existing WWTF ability to meet the potential limits.

Activities:

- With city personnel, identify potential nutrient limits that may be implemented by the Wyoming Department of Environmental Quality (WDEQ).
- Evaluate existing WWTF ability to meet future potential limits.
- Identify potential capital improvements necessary to meet potential requirements.
- Develop short list of alternatives including planning level cost estimates.

Task 2-5 – Recommendations and Implementation Schedule

Objective: Establish timeline for when improvements are required.

Activities:

- Develop timeline for improvements including preliminary design, final design and construction.
- Identify trigger points to monitor to verify schedule in the future.

Task 2-6 – Develop a WWTF Capital Improvement Plan

Objective: Use the identified improvements to develop a Capital Improvement Project List.

Activities:

- Develop a 10-year budget plan for WWTF capital improvements.
- Prioritize the list of capital improvements with City personnel.

Task 2-7 – Prepare the Wastewater Collection and Treatment Master Plan Report

Objective: Prepare the report to document the Wastewater Collection and Treatment Master Plan

Activities:

- Document the processes, analysis, and findings of this study.
- Compile technical appendices including the collected data from Phase 1 and the findings from Phase 2.
- Develop a detailed 10-year wastewater system capital facilities plan and budget for the existing collection and treatment systems.
- Prepare a draft report that summarizes the results of the study and presents the recommended capital improvements plan.
- Meet with City personnel to review comments on draft report.
- Incorporate City comments into the final report.

Deliverables:

1. 10-year budget plan for capital improvements
2. Prioritized list of all capital improvements with cost estimates
3. Master Plan document to be presented to and adopted by the City Council.

4. One electronic copy of the draft Wastewater Collection and Treatment Master Plan report.
5. Detailed Project Scoping Sheets for the Capital Improvement Plan projects.

Task 2-8 – Present Information to City Council and the Public

Objective: Obtain Cody City Council and public comments by presenting the results to the Council and the public. Answer questions regarding this study.

Activities:

- Provide a draft presentation for a City Council work session to present the results of this study to City staff for review.
- Incorporate City comments into the presentation.
- Present to the Cody City Council at a work session.
- Respond to questions, if any, via a short response format letter.

Deliverables:

1. Draft PowerPoint presentation for the City Council and public on the Wastewater Collection and Treatment report.
2. Final version of the PowerPoint presentation.
3. One electronic copy of the final Wastewater Collection and Treatment Master Plan report
4. One print version of the final Wastewater Collection and Treatment Master Plan report in a 3 ring binder.
5. Digital copies of the final sewer models; one electronically delivered and one via physical flash drive.

ASSUMPTIONS

For this scope and associated fee we have made the following assumptions:

1. We will prepare and attend monthly progress meetings for a total of 6 meetings over the duration of the project (Phase 2 only). Remote meetings will be sufficient in most cases. EA will be available in person if needed.
2. If additional data is necessary to evaluate the WWTF, the City will provide the data or the scope of work and fee will be modified.

SCHEDULE

Upon delivery of the signed task order, phase 2 work shall be completed in 4 months.

BUDGET

This scope and fee will be performed on a time and material basis. The scope and fee for Phase 2 will be authorized for a total fee not to exceed \$119,417 without prior authorization. This includes \$8,360.00 fee associated with work in Phase 1 task order not included in the Phase 1 task order (e.g. Phase 2 is \$111,057 + \$8,360 not in Phase 1 task order).

Wastewater Collection and Treatment Master Plan

City of Cody

Engineering Fee Estimate

LAST UPDATED: February 2026

		BC&A										EA	Subtotal Hours	Subtotal Labor	Total Cost
Labor Category		Editor	Office	Engineer 1	Engineer 1	Engineer 3	Engineer 5	Engineer 6	Engineer 6	Engineer 10	Engineer 10 PIC	Project Manager 1			
Staff		G. Johnson	J. Snow	S. Oldham	B. McCullough	T. Jorgensen	N. Rogers	K. Ballentine	A. McKinnon	J. Beckman	K. Larson	I. Morrison			
Labor Rate		\$92	\$106	\$144	\$144	\$167	\$188	\$199	\$199	\$251	\$251	\$209			
Task No.	Task Description														
2	WWTF Analysis and Wastewater Master Plan														
2-0	Phase Kickoff, Overview Meeting, and Progress Meetings			15		25.5		10.5		6	6	6	69	\$ 12,774.00	\$ 12,774.00
2-1	Develop a Capital Improvement Project List for the Collection System			36		10		4			2		52	\$ 8,152.00	\$ 8,152.00
2-2	Evaluate the Hydraulic Capacity of the WWTF				40		16			16		6	78	\$ 14,038.00	\$ 14,038.00
2-3	Evaluate the Loading Capacity of the WWTF				48	8	20			16		6	98	\$ 17,278.00	\$ 17,278.00
2-4	Evaluate the Treatment Capacity with Potential Effluent Nutrient Limits				40		16			16		6	78	\$ 14,038.00	\$ 14,038.00
2-5	WWTP Recommendations and Implementation Schedule				40		16			12			68	\$ 11,780.00	\$ 11,780.00
2-6	Develop a WWTF Capital Improvement Plan			10		10		2		2			24	\$ 4,010.00	\$ 4,010.00
2-7	Prepare the Wastewater Collection and Treatment Master Plan Report	4	4	60		34	20	15		4	4	4	149	\$ 24,699.00	\$ 24,699.00
2-8	Present Information to City Council and the Public			8		8		4			4		24	\$ 4,288.00	\$ 4,288.00
													0	\$ -	\$ -
	Phase 2 Sub-Total	4	4	129	168	95.5	88	35.5	0	72	16	28	640	\$ 111,057.00	\$ 111,057.00
	Total Hours	4	4	129	168	95.5	88	35.5	0	72	16		640		
1-9	Phase 1 Task Order Rollover Sub-Total													\$ 8,360.00	\$ 8,360.00
	Total Cost													\$ 119,417.00	\$ 119,417.00

Expenses include:

Mileage reimbursement at \$0.75/mile

10% Markup on other project related expenses

See attached scope of work for budgetary assumptions