

City of Cody City Council
Work Session
Executive Session 5:15 PM Pursuant to W.S. 16-4-405(a)(ii) &(a)(iii)
Tuesday, May 12, 2026-5:30 PM
Meeting Place: City of Cody Council Chambers

Meeting Called to Order

Roll Call

Discussion/Informational Items

- a. Proposed Water Sales Agreement between the City of Cody and Northwest Rural Water District
Staff Reference: Tony Tolstedt, Phillip Bowman
- b. Resolution - Park County Special Purpose Tax
Staff Reference: Tony Tolstedt
- c. Law Enforcement Center Contract
Staff Reference: Tony Tolstedt
- d. Solid Waste and Recycling Division — Breakroom and Office Building Project
Staff Reference: Phillip Bowman, Kris Bruxvoort
- e. Disposal Service Agreement with the Park County Regional Landfill
Staff Reference: Phillip Bowman
- f. Recreation Center Roof Membrane Replacement Recommendation
Staff Reference: Mike Fink, Jake Moyer
- g. Capstone Project Presentation - PUD
Staff Reference: Utana Dye
- h. Cody Public Art Committee - Vinyl Wrap Project
Staff Reference: Tina Gail
- i. Bid 2026-04 for One (1) New 2026 4X4 Utility Vehicle w/Full Cab
Staff Reference: Phillip Bowman
- j. ESRI Software Renewal Contract.
Staff Reference: Utana Dye
- k. ORDINANCE TO AMEND TITLE 9, CHAPTER 3, SECTION 1 OF THE CITY OF CODY
Staff Reference: Utana Dye

1. Conduct of Business

Adjournment

<p>Meeting Date: May 12, 2026 Department: Public Works Staff Reference: Tony Tolstedt, Phillip Bowman</p>
--

AGENDA ITEM SUMMARY REPORT

Proposed Water Sales Agreement between the City of Cody and Northwest Rural Water District

PROPOSED ACTION:

Informational Only — review and discussion of the proposed Water Sales Agreement between the City of Cody and the Northwest Rural Water District

SUMMARY OF INFORMATION:

The City of Cody and the Northwest Rural Water District (NRWD) presented the concept of connecting the NRWD distribution system to the City of Cody's water network at the City Council Work Session on April 9, 2024. The concept was to create a connection between the City's water system and the NRWD water system at the eastern edge of the City's incorporated limits along the Greybull Highway near the KOA Campground. This connection would allow the City to sell water to NRWD and generate revenue for the Water Enterprise Fund. The City Council was supportive of this concept, and City Staff worked with NRWD Staff to (1) develop the design and construction plans for this connection and (2) develop a Water Sales Agreement outlining the water rates and charges for sale of water to NRWD.

The proposed Water Sales Agreement between the City of Cody and Northwest Rural Water District has been developed and reviewed by the City Attorney, and the terms of the Agreement will be discussed with the City Council.

Subject to discussion with the City Council and direction received, City Staff proposes to present the Water Sales Agreement for approval at the City Council Regular Meeting on May 19, 2026.

FISCAL IMPACT:

The Water Sales Agreement will define the charge per one thousand gallons of water used through the NRWD connection. The amount of revenue generated per year is unknown, and all revenues received will be allocated to the Water Enterprise Fund.

ATTACHMENTS:

1. City Council Work Session - April 9 2024
2. CLEAN Draft Agreement NRWD 5-6-2026

City of Cody
Council Proceedings
Tuesday, April 9, 2024

A special meeting of the Cody City Council was held in the Council Chambers at City Hall on April 9, 2024 starting at 5:30 p.m.

Present: Mayor Matt Hall, Council Members Andrew Quick, Emily Swett, Kelly Tamblyn, Don F. Shreve Jr., Barry Cook, City Administrator, Scott Kolpitcke, City Attorney and Cindy Baker, Administrative Services Officer.

Absent: Council Members Jerry Fritz and Lee Ann Reiter

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

Leslie Brumage, Finance Officer discussed with the Governing Body the Wyoming Municipal Power Agency Adjusted Billing from WAPA Meter Error. Staff was directed to prepare a voucher for consideration at a future Council Meeting.

The Other Project presented an update relating to the Transportation Project. No action was taken.

The Governing Body discussed obligating ARPA funds for FY24 for the purchase of chips for Chip Sealing. Staff was directed to proceed with the Resolution and Budget Amendment for council consideration at a future meeting.

Phillip Bowman, Public Works Director discussed a request from Northwest Rural Water District relating to Connection to the City Treated Water Distribution System. Staff was provided with direction.

Phillip Bowman, Public Works Director provided the Governing Body an update on the Public Works Shop and Electric Shop.

Phillip Bowman, Public works Director provided recommendation from the Urban Systems & Traffic Committee relating to Cougar Ave. Staff was provided with direction.

There being no further discussion, the meeting adjourned at 6:47 p.m.

Cindy Baker
Administrative Services Officer

Matt Hall
Mayor



NRWD CODY CONNECTION BUILDING

WATER SERVICE AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2026 by and between CITY OF CODY (hereinafter referred to as “CITY”), a Wyoming municipal corporation, and NORTHWEST RURAL WATER DISTRICT (hereinafter referred to as “NRWD”), a governmental subdivision of the State of Wyoming and body corporate with all the powers of a quasi-municipal corporation existing under and by virtue of the laws of the State of Wyoming, located within Park and Big Horn Counties, State of Wyoming.

RECITALS

WHEREAS, **CITY** is the owner of a treated water distribution system located within and near Cody, Wyoming and desires to sell water to **NRWD** at a metered connection point near the furthest point east of the current City Limits along the Greybull Highway; and

WHEREAS, **NRWD** desires to provide a sufficient supply of treated water for use in the rural Cooper Lane and Sage Creek Service Areas; and

WHEREAS each entity is responsible for all ownership and maintenance responsibility of each of their respective distribution systems and shall continue to be so as the respective systems may be enlarged or expanded in the future;

NOW, THEREFORE, for the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. **AGREEMENT TO SUPPLY WATER:** **CITY** agrees to sell and deliver to **NRWD** such quantity of water as **NRWD** may require, but not to exceed an instantaneous rate of 500 gallons per minute or a totalized daily volume of 80,000 gallons consistent with projections for the year 2053.
2. **DELIVERY, INSTALLATION, AND MAINTENANCE:** Deliveries of water to **NRWD** shall be made, measured, and recorded by **CITY** at a point in the “NRWD Cody Connection Building”. All required infrastructure for this connection will be installed by **NRWD** at **NRWD**’s expense in accordance with **CITY** specifications. After construction of the project is complete:
 - a. **CITY** will bear all ownership and maintenance responsibility for the distribution system infrastructure “upstream” (west) of and including a valve outside of the building on the “upstream” (west) side as well as a flow meter inside the building.
 - b. **NRWD** will bear all ownership and maintenance responsibility for the infrastructure distribution system “downstream” (east) of said valve.
 - c. **NRWD** will bear all ownership and maintenance responsibility of the building itself.



- d. **NRWD** shall have no liability as to the maintenance or damage to any equipment owned by **CITY** in its building or facility except for acts of its own negligence or malfeasance;
 - e. **CITY** at **CITY**'s expense has the right to install, own, operate, and maintain Supervisory Control and Data Acquisition (SCADA) equipment from the "NRWD Cody Connection Building" to provide **CITY** with information **CITY** deems pertinent to its operation of the service connection.
 - f. **NRWD** will review and approve any and all equipment installed by **CITY** in the **NRWD** building. Such approval shall not be unreasonably withheld. **CITY** shall notify **NRWD** prior to any installation of the type and kind of equipment proposed for installation. No changes will be made to **CITY** equipment without **NRWD** notification and review. Any associated permissions or authorizations shall not be unreasonably withheld. **CITY** SCADA equipment will not have control capability of any **NRWD** equipment and will be designed to allow isolation of **CITY** equipment from **NRWD** equipment for troubleshooting of **NRWD** equipment.
3. **WATER ACCOUNTING:** **NRWD** will pay **CITY** for water use based on **CITY**'s totalized volumetric monthly readings.
- a. **CITY** shall bill no more than once monthly for usage metered at the connection point.
 - b. The rate for **NRWD** shall be calculated by applying a twenty-five percent (25%) increase to the **CITY**'s residential customer rate, currently established at \$3.64 / 1,000 gallons. This equates to \$4.55 / 1,000 gallons. This rate shall be adjusted periodically at the same percentage and in the same manner as any future changes adopted by the **CITY** for comparable residential rates within City limits, such that the 25% premium is maintained.
 - c. Should **CITY** initiate a tiered rate structure in the future for its normal customers, **NRWD** will be billed at the comparative tier for $\frac{3}{4}$ " customers for all monthly usage.
4. **OPERATIONAL CONSIDERATIONS:** Any and all work performed at the site by either entity will require notification to the responsible entity.
- a. **NRWD** will annually test all backflow prevention devices on the service connection. Copies of backflow test reports will be supplied to **CITY**. Any backflow problems discovered will be promptly corrected by **NRWD**.
 - b. **CITY** will notify **NRWD** seven (7) days prior to shut down for routine maintenance and make every effort to provide notification prior to any emergency shutdown.
5. **CHARGEOUT OF WORK PERFORMED:** If work is performed by either entity for the other in operation or maintenance, charges will only be made at the actual cost for equipment, tools, man hours, prorated benefit costs for assigned personnel, parts, and materials.
6. **WATER PRESSURE AND SUPPLY:** **CITY** will furnish water at a reasonably constant pressure. If a greater pressure than that normally available at the point of delivery is required by **NRWD**, the cost of providing such greater pressure shall be borne by **NRWD**.



Emergency failures of pressure or supply due to main supply line breaks, power failure, flood, fire and use of water to fight fires, earthquake, or other catastrophe, shall excuse **CITY** from this provision for such reasonable period of time as may be necessary to restore service.

7. **METERING EQUIPMENT:** **CITY** shall calibrate the metering equipment whenever requested by **NRWD** but not more frequently than once every twelve (12) months. **CITY** management will coordinate all calibrations, adjustments, and maintenance of water meters and totalizers with **NRWD** management. A meter registering not more than two percent (2%) above or below the test result shall be deemed to be accurate. The previous readings and invoices of any meter disclosed by a test to be inaccurate shall be corrected for the most recent six (6) months prior to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless **CITY** and **NRWD** shall agree upon a different amount. An appropriate official of **CITY** at all reasonable times shall have access to the meter for the purpose of verifying its readings.
8. **NRWD DISTRIBUTION SYSTEM:** **NRWD** agrees to construct, maintain, and operate at its risk and expense **NRWD** distribution system and its associated components and **CITY** shall have no responsibility for those systems.
9. **RESPONSIBILITY AND INDEMNIFICATION:** **CITY** shall be responsible for the water and water supply facilities up to the point of the valve and including the meter within the building. **NRWD** shall be responsible for its own water distribution and delivery systems, from the valve downstream into its systems, and the water which enters its own water distribution and delivery systems.
10. **LIMIT ON DELIVERY:** **NRWD** agrees that it will not lease, sell, assign, deliver, or transfer water purchased from **CITY** to any consumer outside of Park County or to any commercial entity for use by the commercial entity as part of a commercial or manufacturing process or which is incorporated into a product produced by the facility without the written consent of **CITY**.
11. **SEPARATE STATUS:** Neither party to this Agreement shall be, or be considered as, the agent, servant, or employee of the other party.
12. **WAIVER:** No waiver by either party of any one or more defaults or breaches by the other in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or breach, whether of a like or different character.
13. **IMMUNITY:** By entering into this Agreement, neither **CITY** nor **NRWD** as governmental entities has agreed to or are waiving their sovereign and governmental immunity, or consenting to be sued. Both **CITY** and **NRWD** understand and agree that each claims that its representatives, officers, agents, and employees are immune from any action based upon this Agreement. Neither party waives the immunities, limitations, defenses and protections afforded by the Wyoming Governmental Claims Act.
14. **TERM OF AGREEMENT:** This Agreement shall be effective upon the execution by both parties to this Agreement and shall continue in effect for 10 (ten) years. This Agreement will automatically renew for another ten-year term without any action required by either



party. If either party intends to not renew this Agreement at the end of the term, they shall give written notice to the other party at least 365 days prior to the expiration of the current term. The parties recognize that this term is longer than the current term of the governing body for either entity. Nevertheless, the parties recognize that the term presents specific benefits to the parties. The longer term ensures a reliable, consistent sources of drinking water to residents of Park County, Wyoming. **CITY** and **NRWD** are to meet and discuss usage, demands, projections, and assumptions no less than once every year and may jointly modify the Agreement, including the rates, as necessary . Any modifications, amendments or changes shall be reduced to a written amendment and approved and executed by both parties.

15. **TERMINATION:** The Agreement may only be terminated by both parties mutual consent to terminate the Agreement. In the event that one party wishes to terminate the Agreement, it must provide formal Notice in writing at least 365 days prior to the effective date of the termination.

16. **GENERAL PROVISIONS:**

- a. Water delivered shall be of suitable quality to meet applicable state and federal water quality standards.
- b. NRWD shall not assign any interest herein to any other party without first obtaining the written consent of **CITY**.
- c. It is agreed that where any party is required to do something within a certain time, that time is of the essence of this Agreement.
- d. This Agreement, along with record final construction drawings at the conclusion of the project illustrating the details of construction and physical location of critical components, constitute the entire agreement between **CITY** and **NRWD** and supersede all prior written or oral understandings. This Agreement and said exhibit may only be amended, supplemented, modified, or cancelled by a written instrument duly executed by both parties.
- e. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties to this Agreement.
- f. In the event that any part of this Agreement shall for any reason be determined to be invalid, unlawful, unenforceable, or void, the part so determined shall not affect the remaining portions of this Agreement and the remainder of this Agreement shall be binding and in full force and effect.

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



IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Cody, Wyoming, the day and year above written.

CITY OF CODY:

BY: _____

Lee Ann Reiter, Mayor

ATTEST:

Tina Gail, Clerk

NORTHWEST RURAL WATER DISTRICT:

BY: _____ Board Chairman

ATTEST:

Secretary

Meeting Date: May 12, 2026 Department: Administrative Services Staff Reference: Tony Tolstedt
--

AGENDA ITEM SUMMARY REPORT
Resolution - Park County Special Purpose Tax

PROPOSED ACTION:

Staff recommends that the City Council review the proposed resolution and engage in discussion regarding the potential placement of the Cody Auditorium improvement project on the ballot for consideration by voters during the November General Election.

SUMMARY OF INFORMATION:

The proposed joint resolution outlines the projects currently seeking consideration as part of a specific purpose tax question to be presented to voters on the November ballot. The resolution includes the proposed ballot language and project descriptions for each participating entity and is presently undergoing final review by legal counsel representing the communities identified within the document. The resolution is anticipated to be presented to the City Council for formal consideration at the next regular Council meeting. Consideration by the other participating communities is also expected; however, the timing of those meetings and related actions was not confirmed at the time this report was prepared.

FISCAL IMPACT:

Approval of the proposed resolution carries no immediate or notable financial impact to the City. If the request is subsequently approved by the Park County Board of County Commissioners for placement on the November ballot, the question would then be presented to the voters for consideration during the General Election. Should the measure ultimately be approved by the voters, the City would be responsible for administering and overseeing the implementation of the proposed improvements in accordance with the City's established budgeting, procurement, contracting, and project management processes.

ATTACHMENTS:

1. MASTER JOINT RESOLUTION - 2026 - CLEAN FINAL

,Resolution 2026-XX

A RESOLUTION APPROVING THE PROPOSITION FOR IMPOSITION OF A 1% SPECIFIC PURPOSE EXCISE TAX IN PARK COUNTY, STATE OF WYOMING, FOR THE PURPOSE OF FUNDING SPECIFIC PROJECTS, SAID PROPOSITION TO BE PLACED ON THE BALLOT IN CONJUNCTION WITH THE GENERAL ELECTION TO BE HELD IN PARK COUNTY ON TUESDAY, NOVEMBER 3, 2026.

WHEREAS, the Board of County Commissioners (the “Commissioners”) of Park County, State of Wyoming (the “County” or “Park County”), has determined to make funding available in the following amount for the following specified projects (the “Projects”):

\$ 19,278,000 to be collected, together with interest earned thereon to be used for the following specified purposes:

1. \$9,800,000 to the City of Cody for purpose of the planning, design, engineering, construction, remodeling, modification, infrastructure instillation, paving, landscaping, utility instillation, and furnishing for improvements to the Cody Auditorium; and
2. \$ 7,900,000 to the City of Powell for the purpose of design, engineering, construction, and furnishing of a senior citizens center.
3. \$ 1,578,000 to the Town of Meeteetse for Meeteetse equipment and community facilities, including the following: a new sanitation vehicle, and renovations, upgrades and improvements to the senior center building, swimming pool facilities and visitor center.

WHEREAS, if approved, the Commissioners propose to fund the above referenced Projects, with a 1% specific purpose sales and use excise tax imposed within the County pursuant to W.S. §§ 39-15-204(a)(iii) and W.S. § 39-16-204(a)(ii) (the “Tax”); and

WHEREAS, in order to implement the tax, it is necessary to submit to the qualified registered electors of the County the proposition for imposition of the Tax; and

WHEREAS, before the proposition to impose the Tax may be placed before the qualified registered electors of the County at the General Election to be held on **Tuesday, November 3rd, 2026**, approval of the proposition by the governing bodies of at least two-thirds (2/3) of the incorporated municipalities in the County (the “Municipalities”) and by the Commissioners is necessary; and

WHEREAS, the Commissioners have adopted a resolution approving the proposition to impose the Tax (the “Authorizing Resolution”).

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

Section 1. The proposition to impose the Tax as more fully set forth in the Authorizing Resolution, a copy of which is attached hereto as EXHIBIT A and by this specific reference made a part hereof, is hereby approved.

Section 2. Passage of this resolution by the governing body of [REDACTED] shall constitute approval of the proposition to impose the Tax as required by W.S. §§ 39-15-204(a)(iii)(A) and 39-16-204(a)(ii)(A).

Section 3. Should any part or provision of this resolution ever be judicially determined to be invalid or unenforceable, such determination shall not affect the remaining parts and provisions hereof, the intention being that each part or provision of this resolution is severable.

ADOPTED AND APPROVED as of the ____ day of _____, 2026.

CITY OF CODY, WYOMING

(SEAL)

Mayor

ATTESTED:

City Clerk

Meeting Date: May 12, 2026 Department: Police Department Staff Reference: Tony Tolsted

AGENDA ITEM SUMMARY REPORT
Law Enforcement Center Contract

PROPOSED ACTION:

Informational Only — review and discussion of the proposed 2026 Law Enforcement Center Agreement

SUMMARY OF INFORMATION:

The City of Cody and Park County currently have a Professional Services Agreement (LEC Contract) in which the City of Cody and Park County split the total costs of dispatch services, inside maintenance labor and supply costs, outside maintenance costs, building insurance and technology services costs at fifty percent of the total annual cost of these services. This contract is reviewed annually between January and February of each year.

Park County has updated the annual LEC Contract Agreement to reflect that the City's fifty percent of total yearly costs in the new agreement is \$500,562.41 or \$41,713.53 monthly. This reflects an approximate 12.45% cost increase for these services. The majority of this increase is in "*dispatcher wages and benefits*", which Park County states is due to achieving full staffing levels in their dispatch center.

Subject to discussion with the City Council and direction received. Staff proposes to present the LEC Contract Agreement for approval at the City Council Regular Meeting on May 19, 2026.

FISCAL IMPACT:

The LEC Contract Agreement will increase the total annual cost from the current \$445,136.66 to a new annual cost of \$500,562.41, a 12.45% increase which has been included in the proposed FY 2027 budget.

ATTACHMENTS:

1. 2026-LEC_AGREEMENT-Final_V1.0

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement is made and entered into by and between Park County, Wyoming, who shall be known as the "COUNTY" and the City of Cody, a Wyoming Municipal Corporation, who shall be known as the "CITY". The purpose of the Agreement is to establish mutually agreed upon services that will be provided by the CITY, COUNTY, or both, regarding the Law Enforcement Center (excluding the secured area of the jail), at 1402 Riverview Drive, Cody, Wyoming and associated costs with the operation of said center. The parties therefore agree to the following:

1. The term of the agreement shall be perpetual or for the life of the building. It shall remain in full force and effect until terminated by either party. Termination shall be in writing at least three hundred sixty-five days (365) days in advance. The agreement may only be modified in writing after either party request modification(s) and after the governing bodies mutually agree to said modifications.
2. Upon signature and execution of this document, any previous MOU/Professional Service Agreements relating to these matters shall be considered terminated.
3. An annual review of compliance with the terms and conditions of the agreement shall be conducted by parties designated by the COUNTY and the CITY between January and February of each year. The results of this review including any recommended modifications and adjustments to this agreement shall be provided to the governing boards of the COUNTY and the CITY. The COUNTY'S designated parties will be the Chairman of the Board of County Commissioners, the Sheriff, and the County CIO, or their designees. The CITY'S designated parties will be the Mayor, the City Administrator and the Chief of Police, or their designees. The results of this review shall be provided to the governing boards of the COUNTY and CITY and said review shall include but not be limited to the effectiveness of this agreement and any recommended changes thereto. No modifications or adjustments to this agreement shall be effective until the process described above has been followed, and until a written amendment has been approved and signed by both Governing Bodies.
4. An overall Cost summary of this agreement is provided on EXHIBIT A.
5. Facility Maintenance
 - a. The COUNTY shall provide custodial services to the CITY which shall include but not be limited to: interior cleaning, vacuuming, dusting, and bathroom maintenance. Said services shall occur at a minimum of every other day; excluding weekends and holidays. CITY shall pay to the COUNTY annually fifty

percent of the total annual cost or \$24,066.28 (50% of \$48,132.55) in 12 monthly payments of \$2,005.52 for the cost of janitorial services. Additionally, CITY shall pay to the COUNTY annually fifty percent of the total annual cost or \$12,669.88 (50% of \$25,339.79) in 12 monthly payments of \$1,055.82 for cleaning supplies and interior supplies for replenishing general custodial supplies including but not limited to light bulbs, air handler filters, toilet paper and cleaning supplies that shall be used by the COUNTY. Other maintenance such as carpet shampooing, floor washing, etc. shall be scheduled as needed by the maintenance staff. The COUNTY will also maintain all exterior lighting and all exterior security cameras.

- b. The CITY shall provide exterior maintenance to the grounds of the facility including, but not limited to parking lot striping, sweeping, snow removal and plowing, landscaping maintenance, watering, weed control on property, including inside fenced areas and exterior window washing. This exterior maintenance does not include the Coroner's building that is collocated on the property. The COUNTY shall provide a credit to the CITY's monthly bill reflecting fifty percent of the total annual cost or \$5,865.00 (50% of \$11,730.00) in 12 monthly credits of \$488.75.
- c. The COUNTY will be responsible for insuring the entire building structure against fire, and other loss and casualty. The CITY will be responsible for insuring all CITY property and contents within CITY space and the COUNTY will be responsible for insuring all other property and contents. In the event of a catastrophic loss, the COUNTY and the CITY recognize the CITY'S 12.5% ownership of the Administrative portion of the Law Enforcement Center and the parties shall agree to either rebuild any portion damaged or compensate the CITY for their 12.5% ownership from the gross insurance proceeds. City shall pay the County 12.5% of the County's property insurance premium on the building (\$51,077.00 x .125=\$6,384.63) in 12 monthly payments of \$532.05.
- d. The CITY agrees to pay 12.5% of the electric and 12.5% of the power demand on a monthly basis. The CITY agrees to pay 12.5% of the monthly sewer and water costs. The CITY agrees to pay 12.5% of the monthly natural gas costs.
- e. The COUNTY and the CITY agree that in regard to the Law Enforcement Administration Facility, the COUNTY shall provide an estimate of anticipated repairs for the facility as they plan for or become aware of them. The COUNTY and the CITY agree to allocate in each respective budget funds to cover 50% of these expenses. If the parties do not agree that requested repairs, remodel, or other expenditures are necessary, each party will bear their own expense, but

the actual work will be coordinated through the COUNTY's Buildings & Grounds Department. The CITY will reimburse the COUNTY for its share of the actual repair costs within forty-five (45) days of being invoiced by the COUNTY for the CITY share of the repair costs. If the County determines an emergency, or unanticipated repairs arise within the listed common areas (See EXHIBIT B), costs shall be shared at 50% by the CITY and COUNTY respectively. In the event that parking lot repairs, repaving or other capital repairs, improvements and other requirements are necessary, the CITY and COUNTY shall mutually agree to a funding mechanism which shall be part of the normal budgeting process for each appropriate party.

- f. The COUNTY and CITY shall have access to all common areas and shared facilities within the Law Enforcement Center including the meeting room, conference room, work-out facilities, and the garage. The COUNTY and CITY agree to coordinate the use of those areas and facilities for law enforcement purposes. The COUNTY and the CITY agree to share maintenance and replacement costs within those common areas and shared facilities on an even basis. The COUNTY and CITY agree to pay equally in the cost of equipment for the workout and training rooms. However, the COUNTY and CITY agree that each may purchase items for the common areas for the benefit of everyone if funds are available from one agency and not the other, without an expectation for reimbursement from the other agency.

6. Dispatch Services

- a. The CITY agrees to pay COUNTY a base fee of \$423,526.63 in 12 monthly payments of \$35,293.89 for "Dispatcher Wages and Benefits". Said base fee is calculated as 50% of Total Dispatch wages and benefits from the preceding calendar year (EXHIBIT C). Dispatch Services shall include the items listed in EXHIBIT D.
- b. The COUNTY shall provide access to any and all records produced by COUNTY through the Dispatch Center as it is related to CITY business. Records include, but are not limited to logs, reports, phone systems, phone recordings, radio transmissions and computerized records including email. The request for records may be verbally or in writing, and the CITY shall allow a reasonable time to produce the requested records.

7. Technology Services

a. The CITY agrees to the following conditions related to Law Enforcement Center Technology Systems and Networks; The CITY shall not take any action that might affect COUNTY systems or infrastructure, in any way, unless specifically coordinated and approved by COUNTY Information Technology Staff. This includes any physical or wireless circuits or connections entering or leaving the facility. If such actions are not approved, then they may not be implemented. Should the COUNTY discover any CITY actions that have not been authorized or pose any potential risk to COUNTY systems, then COUNTY shall immediately take steps on its own network or infrastructure to stop or block the unauthorized use/actions or potential risk; such steps shall be kept to the minimum necessary to protect the County and RIMS systems and coordinated with CITY IT Staff as practically feasible. Any Technology Services provided by the COUNTY to the CITY shall meet current Law Enforcement standards for security and confidentiality.

b. The CITY agrees to pay COUNTY \$39,780.00 in 12 monthly payments of \$3,315.00 for the Technology Services provided and listed in EXHIBIT E.

8. Both the COUNTY and the CITY are government entities within the State of Wyoming. By entering into this agreement, neither the City nor the County waives its sovereign or governmental immunity, or any other rights, limitations and defenses provided by the Wyoming Constitution and Wyoming law, and both expressly reserve the right to assert such immunities, rights, limitations, and defenses to any action arising out of this agreement.

Dated this _____ day of _____, 2026

Chairman, Board of Park County Commissioners

ATTEST:

_____ Park County Clerk

Mayor, City of Cody

ATTEST:

_____ Administrative Services Officer

EXHIBIT A

COST SUMMARY OF THIS AGREEMENT

	Yearly Costs from Last Agreement CY 2025	Yearly Costs for New Agreement CY 2026	Monthly Costs for New Agreement CY 2026
1. Dispatcher Wages & Benefits – Exhibit C	\$371,437.16	\$423,526.63	\$35,293.89
2. Inside Maintenance Labor Costs	\$22,801.47	\$24,066.28	\$2,005.52
3. Inside Maintenance Supply Costs	\$10,542.10	\$12,669.88	\$1,055.82
4. Outside Maintenance Costs	-\$5,809.92	-\$5,865.00	-\$488.75
5. Building Insurance Costs	\$6385.85	\$6,384.63	\$532.05
6. Technology Services Costs – Exhibit E	\$39,780.00	\$39,780.00	\$3,315.00
TOTAL	\$445,136.66	\$500,562.41	\$41,713.53

EXHIBIT B Building Area Use

Floor	Room#	Purpose	User	Total Sq Footage	Factor	Sq Footage per User	SHEET LAST MODIFIED MARCH 2023
Basement	001	Lobby	Common	371	2	185.5	
Basement	002	Corridor	Common	185	2	92.5	
Basement	003	Toilet	Common	45	2	22.5	
Basement	004	Janitor	Common	23	2	11.5	
Basement	005	Toilet	Common	45	2	22.5	
Basement	006	SO Armory	PCSO	93	1	93	
Basement	007	PD Armory	CPD	93	1	93	
Basement	008	SO Storage	PCSO	820	1	820	Old Wt Room Future Exp
Basement	009	SO Admin Coord	PCSO	134	1	134	
Basement	010	PD IT Office (Old SO IT Office)	CPD	134	1	134	Swapped with SO prior to building opening.
Basement	011	SO IT Office (Old PD IT Office)	PCSO	135	1	135	Swapped with PD prior to building opening.
Basement	012	PD Storage (Old Lab)	CPD	182	1	182	May 2020 changed from Common to CPD
Basement	013	PD Storage	CPD	391	1	391	Old future Radio Room
Basement	014	PD Long Term Evid	CPD	320	1	320	
Basement	014A	PD Evidence Storage	PCSO	81	1	81	
Basement	015	SO Long Term Evid	PCSO	320	1	320	
Basement	016	SO Evidence Storage	PCSO	39	1	39	
Basement	017	Elevator	Common	51	2	25.5	
Basement	018	Corridor	Common	485	2	242.5	
Basement	019	Corridor	Common	378	2	189	
Basement	020	Womens Locker	Common	128	2	64	
Basement	021	Womens Lavatory	Common	79	2	39.5	
Basement	022	Womens Toilet Shower	Common	161	2	80.5	
Basement	023	Mens Toilet Shower	Common	152	2	76	
Basement	024	Mens Lavatory	Common	84	2	42	
Basement	025	Mens Locker	Common	219	2	109.5	
Basement	026	Phone/Computer	PCSO	370	1	370	
Basement	027	SO Tech Room (Old Tech Storage)	PCSO	134	1	134	March 2023 changed from Common to PCSO
Basement	028	PD Tech Room (Old Tech Workshop)	CPD	156	1	156	March 2023 changed from Common to CPD
Basement	029	Meeting Room	Common	1356	2	678	
Basement	030	SO Equip Archive	PCSO	288	1	288	
Basement	031	PD Equip Archive	CPD	288	1	288	
Basement	032	Corridor	Common	508	2	254	
Basement	033	Gym	Common	1490	2	745	Old Storage
Basement	033a	Radio Room	Common	350	2	175	Changed from PCSO Only
Main Floor	A101	Sheriff	PCSO	411	1	411	
Main Floor	A102	Office #3	PCSO	158	1	158	
Main Floor	A103	Office #2	PCSO	143	1	143	
Main Floor	A104	Office #1	PCSO	146	1	146	
Main Floor	A105	Toilet	Common	61	2	30.5	
Main Floor	A106	Stair 1	Common	124	2	62	
Main Floor	A107	Corridor	Common	280	2	140	
Main Floor	A108	Corridor	Common	360	2	180	
Main Floor	A109	Corridor	Common	558	2	279	
Main Floor	A110	Corridor	Common	437	2	218.5	
Main Floor	A111	Corridor	Common	440	2	220	
Main Floor	A112	Office #4	PCSO	137	1	137	
Main Floor	A113	Office #5	PCSO	136	1	136	
Main Floor	A114	Office #6	CPD	136	1	136	
Main Floor	A115	Office #7	CPD	136	1	136	
Main Floor	A116	Office #8	CPD	137	1	137	
Main Floor	A117	Office #9	CPD	155	1	155	
Main Floor	A118	PD Evidence	CPD	217	1	217	
Main Floor	A119	SO Evidence	PCSO	221	1	221	
Main Floor	A120	Elevator Room	Common	39	2	19.5	
Main Floor	A121	Elevator	Common	51	2	25.5	
Main Floor	A122	Stair 2	Common	129	2	64.5	
Main Floor	A123	SO Squad Room	PCSO	508	1	508	
Main Floor	A124	PD Squad Room	CPD	508	1	508	
Main Floor	A125	Briefing	Common	328	2	164	
Main Floor	A126	Mechanical Chase	Common	48	2	24	
Main Floor	A127	PD Storage or Janitor	CPD	46	1	46	Per Dennis
Main Floor	A128	PD Equip Storage	CPD	177	1	177	
Main Floor	A129	SO Equip Storage	PCSO	175	1	175	
Main Floor	A130	Interview Room	Common	175	2	87.5	
Main Floor	A131	Sergeants	CPD	175	1	175	
Main Floor	A132	PD Supply	CPD	46	1	46	
Main Floor	A133	SO Supply	PCSO	46	1	46	
Main Floor	A134	Interview Room	Common	184	2	92	
Main Floor	A135	SO Admin (Old PD Admin)	PCSO	191	1	191	Swapped with PD prior to building opening.
Main Floor	A136	PD Admin (Old SO Admin)	CPD	191	1	191	Swapped with SO prior to building opening.
Main Floor	A137	Copy/Fax	Common	184	2	92	
Main Floor	A138	Waiting Area	Common	405	2	202.5	
Main Floor	A139	Lobby	Common	183	2	91.5	
Main Floor	A140	Jail Area-Not counted					
Main Floor	A141	Jail Area-Not counted					
Main Floor	A142	Jail Area-Not counted					
Main Floor	A143	Dispatch	PCSO	557	1	557	
Main Floor	A144	Dispatch Toilet	PCSO	44	1	44	
Main Floor	A145	Break Area					Included with A111
Main Floor	A146	Jail Admin	PCSO	188	1	188	
Main Floor	A147	Mens Toilet	Common	192	2	96	
Main Floor	A148	Janitor	PCSO	96	1	96	Per Dennis
Main Floor	A149	Womens Toilet	Common	236	2	118	
Main Floor	A150	Vestibule	Common	424	2	212	
Main Floor	A151	Garages	Common	1640	2	820	
Main Floor	A152	SO Garage Storage	PCSO	20	1	20	
Main Floor	A153	PD Garage Storage	CPD	20	1	20	
Main Floor	A154	Entry	Common	89	2	44.5	
Main Floor	A155	Chief of Police	CPD	411	1	411	
		Total Sq Footage		22187			
		PCSO Sq Footage		5591			
		CPD Sq Footage		3919			
		Common Sq Footage		6338.5			
		PCSO + Common Sq Footage		11929.5	53.77%		
		CPD + Common Sq Footage		10257.5	46.23%		
		Double Check Total Sq Footage		22187			

EXHIBIT C

Dispatcher Wages & Benefits Amounts

	From Last Agreement CY 2025	For New Agreement CY 2026
1. Gross Wages	\$468,156.48	\$525,443.99
2. OT Wages	\$38,639.54	\$45,109.28
3. Social Security	\$30,647.20	\$34,643.50
4. Medicare	\$7,167.51	\$8,102.13
5. Retirement	\$88,735.06	\$107,776.64
6. Workers Comp	\$9,831.40	\$11,794.54
7. Other Benefits	\$99,697.12	\$114,183.18
TOTAL	\$742,874.31	\$847,053.26
City Percentage	50%	50%
City Share	\$371,437.16	\$423,526.63

EXHIBIT D

GENERAL DISPATCH SERVICES PROVIDED FOR CODY PD

- Receive all calls for service, including 911 calls and to dispatch appropriate emergency personnel and police officers, and document accordingly, in Rims system.
- Receive all incoming calls for police department employees and to receive police related messages; Except that the CITY agrees to utilize “direct dial” or cell phones for phone calls whenever practical, especially for personal calls; and to use voice mail for messages as much as possible.
- Receive after-hours reports of any adverse situations regarding city utilities and make appropriate notifications to city personnel accordingly.
- To coordinate and perform all NCIC/NLETS/WYCJIN transactions necessary for Cody Police activities. (this includes pawn tickets) and enforce system rules as necessary.
- To coordinate warrant confirmation, including that for all municipal warrants.
- Provide Vehicle Registration information, caller information, or other record data requested by officers responding to calls for service.
- Related to 911 Services as applicable to Cody Police operations; Create and maintain Master Streets Address Guide (MSAG) for accurate location of calls; Maintain Intrado portion of MSAG database for 911 system integration; maintain E911 mapping integration for 911 caller location.
- Related to the Rims software: Provide overall general support services for operation of the RIMS suite of software; To provide general support assistance with the RIMS suite that only Cody Police has (iRims); Adjust and manage data tables that configure and standardize system use; make modifications to data, as necessary, to ensure accuracy of entered data; maintain and update special Rims files used by officers (probation, premise, streets, protection order, etc.).

EXHIBIT E

COUNTY TECHNOLOGY SERVICES PROVIDED TO CODY PD

- Direct Connectivity to the Law Enforcement Rims System via a DMZ Firewall Port.
- Access to the County Motor Vehicle Registration Files. These files would be held on the Rims System server for access via the Rims DMZ Firewall Port.
- Provide integration on Dispatch Consoles for 2 conventional radio channels and 3 WyoLink Talkgroups for the purpose of dispatching calls for service and communicating with Police personnel.
- Provide integration on Dispatch Consoles for 1 conventional radio channel and 1 WyoLink Talkgroup for the purpose of communicating with City Utilities personnel, when necessary.
- Provide space for placement of 3 consolette radios in Radio Room to accommodate Police and City Radio systems.
- Provide space for 3 antennas and feed lines on tower at 210-foot, 200-foot, and 115-foot levels to accommodate the consolette radios for Police and City radio systems.
- Provide space for up to 2 Wireless Access Point antennas and related feed lines on the tower at approximate 20-foot level to accommodate Police mobile video system operations.
- Provide cable pathways and space for Wireless access points to be installed within the building in the following common areas: RM 029, RM A125, corner of 018/019 & A110/A108
- Provide cable pathway for GPS antenna to be mounted in common area: A110
- Provide NEC Telephone Interfaces and basic telephone service for up to 24 Telephones (telephones to be provided by City). Of the 24, 18 will be IP Phone Ports and 6 will be Analog Phone Ports. *NOTE: In 2022 The County installed a new NEC IP Telephone System and provided 17 new NEC IP telephones to the City to replace their original NEC digital phones. Since then, the City is responsible for purchasing, repairing, or replacing those phones as they add or fail.*
- Long-distance calls: Authorized users may place long-distance calls using the building's phone system.
- Provide 18 Direct Inward Dial (DID) Extensions for use with telephones (Extensions 8720 through 8737).
- Provide 6 Non-DID Extensions for use with telephones (Extensions 4730 through 4735).
- Provide telephone voice mail service for the DID and Non-DID Extensions.
- Provide logging recorder channels for 7 radio channels and software to access those recordings.
- Provide logging recorder export of any phone calls or radio traffic related to Cody Police activity that may be available on County Logging Recorder.

<p>Meeting Date: May 12, 2026 Department: Public Works Staff Reference: Phillip Bowman, Kris Bruxvoort</p>

AGENDA ITEM SUMMARY REPORT

Solid Waste and Recycling Division — Breakroom and Office Building Project

PROPOSED ACTION:

Informational Only — discussion and review of the Solid Waste and Recycling Division Breakroom and Supervisor Office Building Project

SUMMARY OF INFORMATION:

The approved FY 2026 Budget for the Solid Waste and Recycling Division includes \$160,000 of funding for the construction of a new Solid Waste Breakroom and Office Building. In addition, the proposed FY 2027 Budget includes an additional \$140,000 of funding for the project, bringing the total funding available to \$300,000 (available after 7/1/2026).

City Staff have examined multiple options for the new Breakroom and Office Building, including the addition of office space within the existing Solid Waste Shop, a building addition onto the existing Shop or the existing Recycling Center Building, the installation of a commercial mobile unit building, or the construction of a steel-framed metal sided building.

Throughout the analysis and consideration of these options, the cost of each alternative exceeded the available FY 2026 Budget amount. With the additional funding proposed in the FY 2027 Budget, City Staff believes a steel-framed metal sided building can be constructed and all associated utility connections can be completed.

The building options examined will be discussed with the City Council, and the proposed next steps for completion of the project will be presented. It is anticipated that a Request for Proposals (RFP) will be publicly advertised for bidding in May 2026, and the RFP bids will be received in June 2026. If the bids received are within the proposed FY 2026 and FY 2027 Budget funding total of \$300,000, the new building could be awarded to a contractor at the July 7, 2026, Regular City Council Meeting.

FISCAL IMPACT:

The approved FY 2026 Budget includes funding in the amount of \$160,000 and the proposed FY 2027 Budget includes an additional funding amount of \$140,000, bringing the total amount of funding for the Breakroom and Office Building to \$300,000. Once the RFP bids are received, City Staff will bring a recommendation to award the building project (if within the available funding) to the City Council on July 7, 2026.

ATTACHMENTS:

None

Meeting Date: May 12, 2026 Department: Public Works Staff Reference: Phillip Bowman
--

AGENDA ITEM SUMMARY REPORT

Disposal Service Agreement with the Park County Regional Landfill

PROPOSED ACTION:

Informational Only — review and discussion of the Disposal Service Agreement with the Park County Regional Landfill

SUMMARY OF INFORMATION:

The City of Cody and Park County Government currently have a Disposal Service Agreement to allow the City of Cody to dispose of municipal solid waste at the Park County Regional Landfill.

This agreement has been in place for four (4) years, and expires on June 30, 2026. The disposal rate or "tipping fee" the City is currently charged is set at \$65.00 per ton of waste.

Park County has updated the Disposal Service Agreement for the next four years, with the agreement period being July 1, 2026, through June 30, 2030. With the new agreement, the disposal rate will increase to \$71.22 per ton (a 9.6% increase). Other minor edits and revisions are proposed in the agreement and those revisions are indicated in the copy of the agreement attached.

Subject to discussion with the City Council and direction received, City Staff proposes to present the Disposal Service Agreement for approval at the City Council Regular Meeting on May 19, 2026.

FISCAL IMPACT:

The Disposal Service Agreement will increase the solid waste disposal cost from the current rate of \$65.00 per ton to a new rate of \$71.22 per ton, a 9.6% increase. This increase of cost has been included in the proposed FY 2027 Budget within the Solid Waste and Recycling Division.

ATTACHMENTS:

1. Disposal Service Agreement with Park County Regional Landfill - Draft 04.10.2026



**DISPOSAL SERVICE AGREEMENT
PARK COUNTY REGIONAL LANDFILL
Cody, Wyoming**



This Agreement, entered into on this _____ day of _____, 202~~62~~, by and between _____, with an office at _____, hereinafter referred to as "CUSTOMER", and the Board of County Commissioners for Park County, Wyoming, with a business address of 1002 Sheridan Avenue, Cody, Wyoming 82414, a governmental agency, hereinafter referred to as "OWNER". **In consideration of the terms, conditions, and mutual promises, the parties agree as follows:**

ARTICLE I. DESIGNATED WASTES

- A. During the term of this Agreement, subject to availability of landfill capacity (airspace) or any periodic quantity limitations imposed by applicable law, regulations, permits or otherwise, OWNER shall receive and dispose of all the Municipal Solid Waste (MSW) delivered to OWNER's sanitary landfill commonly referred to the Park County Regional Landfill (PCRL) located at 112 Cody Landfill Road (south of Cody off Highway 120). CUSTOMER shall in turn cause all MSW collected within the limits of Park County to be delivered to, and disposed of, at the PCRL, in accordance with the terms and conditions of this Agreement.
- B. MSW is defined for the purpose of this Agreement as all non-hazardous commercial, residential and construction debris wastes collected by CUSTOMER through its collection vehicles. All regulated hazardous, volatile, highly flammable, explosive, toxic, infectious, pathological, PCB and radioactive wastes are specifically excluded from the definition, as are any other waste the OWNER'S facility is not permitted to accept. For the terms and conditions of this Agreement, whole tires, high-density demolition debris, industrial wastes, purposely separated recyclables and green wastes are specifically excluded from the definition of Municipal Solid Waste as related to fees and acceptance procedures.
- C. The term "hazardous waste", as used herein shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the *Resource Conservation and Recovery Act of 1976*, as amended, and including future amendments thereto, and applicable state law. When requested by OWNER, the CUSTOMER shall, in addition to any labeling, placarding, marking, manifest or other such documentation required by law, provide OWNER, in advance, with a representative sample of the Solid Waste to be disposed of by CUSTOMER, and with a detailed written physical and chemical description or analysis of the Solid

Waste including a listing of unique chemical characteristics and safety procedures, if such exists, that would be of material significance to the handling of such Solid Waste (“Waste Characterization Data Sheet” or “WCDS”). ~~CUSTOMER~~ shall promptly furnish to OWNER any information regarding known, suspected, or planned changes in composition of such Solid Waste and CUSTOMER shall accordingly update the WCDS. ~~CUSTOMER~~ warrants to the best of its knowledge that all Solid Waste specified in a WCDS and delivered to OWNER shall conform to the description set forth on the WCDS. ~~CUSTOMER~~ will use reasonable efforts to monitor and investigate the information supplied on the WCDS. For the purpose of this AGREEMENT, “nonconforming” waste is “hazardous waste” as defined herein or any other waste material that is not permitted for disposal as regulated by the Wyoming Department of Environmental Quality (WDEQ) Solid and Hazardous Waste Division (SHWD)

ARTICLE II. TITLE

- A. Title to the Solid Waste delivered by CUSTOMER shall be transferred to and vested in OWNER at the time the Solid Waste is fully unloaded at the working face of the Disposal Site and the load has been spread on the face revealing no suspected hazardous waste. Prior thereto, title to the Solid Waste shall be in, and all risks and responsibilities therefore shall be borne by, CUSTOMER. ~~OWNER~~ may revoke acceptance of waste at any time, even following disposal, if waste is determined to be Nonconforming. CUSTOMER shall pay all costs associated with removal, repackaging and transportation of the waste when deemed necessary by Park County and/or the Wyoming Department of Environmental Quality as permit authority.

ARTICLE III. COMPLIANCE WITH LAWS

- A. OWNER and CUSTOMER shall comply with all applicable local, state and federal laws pertaining to the delivery and disposal of ~~the Solid~~Solid Waste. CUSTOMER shall also comply with work and safety rules which have been promulgated by OWNER to govern operations at the Disposal Site.

ARTICLE IV. DELIVERED QUANTITIES

- A. OWNER shall accept solid waste at the PCRL from CUSTOMER beginning on **July 1, 20262**. The date for disposal may be delayed for a period of up to 30 days at the CUSTOMER’s request to allow for transitioning from existing contract obligations (if any). OWNER’S on-site certified scale shall be utilized to determine the gross, tare and subsequent net weight of each delivery. If for any reason the on-site scales are

not functioning, the CUSTOMER agrees to weigh each load delivered to the OWNER's facilities and to provide to OWNER documentation thereof as determined by a certified scale. CUSTOMER also agrees that loads arriving with ~~wastes~~waste not properly sorted will be subject to the highest applicable rate for that particular load. OWNER also agrees to accept from CUSTOMER at a rate of at least \$5 per load (minimum disposal fee), properly sorted deliveries of appliances with refrigerant removed, vehicles or other metal.

- B. OWNER shall accept for beneficial reuse (i.e., cover soil and soil amendment) all clean chipped wood, clean gravel, clean soil, lawn clippings, leaves, chipped tree branches/brush and other green waste that is readily usable and compostable. These beneficial reuse materials can be received at either the PCRL or the Powell Landfill at no charge to customer. The standard Park County minimum gate fee of \$5 per load will be waived for these materials for CUSTOMERS.
- C. Broken up asphalt, concrete, and masonry will be accepted for staging, processing, and/or disposal at either the PCRL or Powell Landfill. The fees for receipt of these materials shall be \$39 per ton for concrete, \$10 per ton for asphalt, and \$10 per ton for masonry. These fees are necessary to offset the processing fees required to yield beneficial reusable materials.
- D. Dead animals (i.e., road kill) that is picked up by the Police Department or Code Enforcement personnel will be disposed of at no charge to Customer. The standard Park County minimum gate fee or \$5 per load will be waived in these cases.
- E. Mixed loads containing other waste types may require special rates at the discretion of OWNER if the beneficial waste materials cannot be easily distinguished and separated.

ARTICLE V. LANDFILL HOURS OF OPERATION

- A. PCRL shall be open to the public from Monday thru Saturday from 7:00 AM TO 4:30 PM except on observed Park County Holidays. Special accommodations ~~may~~will be made to accept and dispose waste delivered by contract haulers on designated County Holidays when it is necessary for collection vehicles to service routes. A minimum of 2-weeks-notice shall be provided by CUSTOMER to OWNER if the PCRL needs to be open on a designated Park County Holiday. This is necessary so Park County can schedule and coordinate staff and equipment.

ARTICLE VI. PAYMENT

- A. CUSTOMER agrees to pay a fee of ~~Sixty-Five Dollars~~Seventy One Dollars and 22 Cents (\$65.0071.22) per Ton for all MSW delivered to OWNER'S landfill and

accepted by OWNER for disposal during the contract period. The OWNER will provide monthly invoices to the CUSTOMER with payment due within 30 days of receipt of acceptable invoice. The ~~\$65~~71.22 per ton fee shall also apply to approved loads of construction and demolition (C&D) waste delivered by CUSTOMER to the Powell-Cody Landfill. The special waste provisions and fees outlined in ARTICLE IV shall also apply to wastes accepted and disposed at the Powell-Cody Landfill. ~~It is understood that the Powell Landfill is not permitted for the disposal of MSW and certain special wastes (i.e., petroleum contaminated soils, asbestos, etc.).~~ **The County wide effective rate for customers not under contract will be \$870.00 per ton and is subject to change during the contract period.**

- B. Should OWNER experience a waste stream increase or decrease of 3,500 or more Tons of MSW for a time period of no less than one (1) year, OWNER will re-evaluate the contract disposal fee. If necessary and agreeable to both parties, this agreement will be renegotiated if a substantial change in the disposal fee is deemed reasonable and in the best interest of all contract parties. If OWNER offers any other party, entity or customer a lower rate than the rate defined herein, CUSTOMER'S rate shall be adjusted to match that lower rate.

ARTICLE VII. TERMS

- A. The term of this AGREEMENT shall be four (4) years from the effective date hereof or until permitted capacity of Phases 1 and 2 at the Park County Regional Landfill is reached, whichever comes first. This Agreement may be extended up to two times (2 years each extension), if agreeable to both parties.

ARTICLE VIII. ADDITIONAL TAXES, FEES OR REGULATORY COSTS

- A. CUSTOMER agrees that the contract rate(s) agreed to hereby may be increased by the actual amount of any new costs imposed on OWNER after the date hereof in the nature of new or increased fees, taxes or surcharges imposed by any governmental authority, inflation or increased operating costs caused by the actions of such regulatory or governing authority. OWNER shall provide to CUSTOMER necessary documentation supporting any proposed increase pursuant to this Article. OWNER shall provide CUSTOMER a minimum of 90 days written notice before passing on any new or increased fees above and beyond what is outlined herein. Upon receiving notice that rate will be increased above ~~\$65~~71.22 per ton, CUSTOMER may terminate agreement after providing 30 days written notice to OWNER without penalty.

ARTICLE IX. FORCE MAJEURE

- A. Except for the obligation to pay for services rendered, neither party hereto shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, war, fire, acts of God, compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, or the revocation, suspension, denial or modification of any permit, license or approval regarding use, operation or closure of the Disposal Site.

ARTICLE X. EXCUSABLE TERMINATION OF AGREEMENT

- A. This Agreement may be terminated by either party, without penalty, for the reasons set forth in the Force Majeure clause above. Furthermore, this Agreement may be terminated by the CUSTOMER, without penalty, if the OWNER fails to provide for the disposal of the CUSTOMER'S Municipal Solid Waste at, or below, the maximum solid waste disposal fees set forth herein, unless a higher disposal fee is mutually agreed to, in writing, by both OWNER and CUSTOMER. Ninety (90) days written notice will be given to other party for termination under the above stated circumstances for excusable termination to be valid.

ARTICLE XI. PENALTY

- A. In the event of a breach of this agreement by either party which is not excused under Articles VIII or IX above, the other party shall have the right to seek specific performance, compensatory and/or incidental damages.

ARTICLE XII. IMMUNITY

- A. The OWNER and CUSTOMER do not waive their sovereign and/or governmental immunity (if applicable) by entering into this Agreement and OWNER and CUSTOMER specifically retain all immunities provided by law (if applicable) with regard to any action based upon the Agreement, pursuant to the *Wyoming Constitution and W.S. 1-39-101 through W.S. 1-39-121*.

ARTICLE XIII. NO ~~THIRD PARTY~~THIRD-PARTY BENEFICIARY

- A. The parties do not intend to create in any other individual or entity the status of ~~third party~~third-party beneficiary, and this Contract shall not be construed ~~so as to~~to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this ~~Contract, and~~Contract and shall inure solely

to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

ARTICLE XIV. ASSIGNMENT

A. This Agreement is assignable with the prior written consent of both parties and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Such consent shall not be unreasonably ~~withheld,~~ ~~or withheld or~~ required in the event of assignment by operation of law to an affiliate of OWNER.

ARTICLE XV. NOTICES

A. All notices, requests demands and other communications with respect to any provision hereof shall be in writing and shall be delivered:

In the case of OWNER:	In the case of CUSTOMER:
Park County, Wyoming Attn: Board of County Commissioners 1002 Sheridan Avenue Cody, WY 82414	

ARTICLE XVI. ENTIRE AGREEMENT

A. This Agreement constitutes the entire understanding between OWNER and CUSTOMER hereto, and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to the subject matter hereof. No changes, alterations or modification to this Agreement will be effective unless in writing and signed by OWNER and CUSTOMER hereto.

Executed as of the day and year first above written:

CUSTOMER:

OWNER:

BOARD OF COUNTY COMMISSIONERS
PARK COUNTY, WYOMING

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: _____

Title: _____

Title: Chair _____

Date: _____

Date: _____

Attest: _____

Attest: _____

Title: _____

Title: _____

Meeting Date: May 12, 2026 Department: Recreation Staff Reference: Mike Fink, Jake Moyer

AGENDA ITEM SUMMARY REPORT
Recreation Center Roof Membrane Replacement Recommendation

PROPOSED ACTION:

Request City Council to allow the Mayor to enter into an agreement with Ferguson Roofing for the membrane replacement at the Recreation Center not to exceed \$360,000.

SUMMARY OF INFORMATION:

The membrane roof at the Paul Stock Aquatics and Recreation Center has experienced more leaks as the building ages. In FY26 we budgeted \$150,000.00 for phase 1 of this project. In FY27 we have proposed another \$150,000.00 for this project.

On May 4th, 2026 we had the bid opening for this project. We had 2 proposals with the low bid coming in at \$341,250.00 for the membrane replacement along with another \$18,750.00 to replace any insulation that has been damaged due to leaks.

The other bid came in at \$389,485.00.

We would like to move forward with the bid from Ferguson Roofing for the amount of \$360,000.00.

Both contractors also included snow guards, gutters and rubber pavers, but due to budget constraints, these have been omitted.

We would like to explore other more cost-effective methods to prevent icicles from puncturing the membrane below the metal roof area.

FISCAL IMPACT:

Membrane replacement \$341,250.00.

Insulation Replacement \$18,750.00.

Evergreen Dwellings Engineering Costs \$18,250.00

Total cost of project \$378,250.00

ATTACHMENTS:

None

Meeting Date: May 12, 2026 Department: Community Development Staff Reference: Utana Dye
--

AGENDA ITEM SUMMARY REPORT
Capstone Project Presentation - PUD

PROPOSED ACTION:

This will be a presentation by the Capstone Interns on the PUD Ordinance.

SUMMARY OF INFORMATION:

This presentation is a summary of the University of Colorado Denver Master of Urban and Regional Planning capstone project that Caleb Battersby has been working on during the spring semester. This capstone project examines and reworks the city's Planned Unit Development (PUD) process and regulations which has been used by developers to bypass zoning regulations without providing sufficient community benefits. The presentation covers the challenges the City of Cody is facing with its PUD regulations and some recommendations moving forward. It will also provide insights on how PUDs can be used effectively as well as risks and best practices from other communities.

FISCAL IMPACT:

N/A

ATTACHMENTS:

1. Caleb report summary

Executive Summary

Cody, Wyoming, is currently at a critical growth juncture, facing a potential large-scale annexation and transformative greenfield development. This scale of project is often regulated through the Planned Unit Development (PUD) route. The city's existing PUD process is currently a subdivision process and has been identified by staff as an ineffective tool and is used by developers to bypass zoning regulations without providing sufficient community value. This report provides a roadmap to transform the PUD from a procedural hurdle into a strategic planning tool that aligns with Cody's long-term goals.

What is the PUD process?

PUD is a flexible zoning tool defined by a negotiated agreement between a local government and a developer, allowing for modifications to standard regulations (such as setbacks, density, and land use) in exchange for an innovative development that provides unique community value. Because each PUD acts as a custom set of zoning rules for a specific site, every project involves a rigorous, multi-layered review process to ensure city vision alignment and transparency.

Risks of the PUD Process

The primary advantages of PUDs include the ability to facilitate innovative designs that traditional zoning might prohibit (such as innovative, mixed-use communities) while providing the city with leverage to demand tangible benefits like open space or attainable housing. However, this process comes with significant drawbacks, including a reduction in long-term flexibility, as any future changes to the PUD can require a legislative amendment process. Furthermore, an over-reliance on PUDs can create a complex "patchwork" zoning map that is difficult to manage and can hinder broad policy updates, such as city-wide housing reforms.

When to use the PUD Process

To ensure the PUD process is a useful and flexible planning tool rather than a loophole for bypassing regulations, best practices suggest they should be reserved only for truly unique projects where traditional zoning is insufficient. To do this, the PUD code should provide specific guidelines around what sorts of projects are eligible to apply and to make the process a heavy enough procedural lift. If these clear requirements are outlined in the code, PUDs can become a useful tool for enabling future innovation and unique projects.

Should the PUD Process be Removed from the Code?

While, in its current form, the PUD process is frequently used to bypass standard zoning regulations, it should *not* be removed from the Municipal Code. Removing the tool entirely might

appear beneficial, but doing so would severely limit the city's ability to facilitate innovative, high-quality projects that do not fit into traditional zoning rules. Instead of total elimination, the city should refine the process by narrowing its usage and defining specific community benefits. By setting clear expectations and tightening eligibility, the PUD can be transformed into a strategic tool that serves the mutual interests of developers, the city, and the public.

Key Findings

- **Regulatory Ambiguity:** The current code lacks clarity regarding application processes, amendments, and its relationship to the broader zoning code. PUDs are currently treated as a “conditional use” within a base zoning district. This enables this process to be a loophole and is not in compliance with Wyoming State Statute § 15-1-601 which states that land use regulations must be adopted “by ordinance.”
- **Procedural Misalignment:** Unlike many peer cities that treat PUDs as a zoning process, Cody treats them as a subdivision process, creating uncertainty about land-use rules in the long run.
- **Lack of Tangible Benefit:** The existing "blank sheet" approach often fails to secure meaningful community improvements in exchange for the regulatory flexibility granted to developers.

Strategic Recommendations

To address these issues, the report proposes relocating the PUD process to Chapter 18 of Cody's Zoning Code and implementing the following reforms:

- **Establish PUDs as Base Zoning Districts:** Instead of a "conditional use," PUDs should be adopted via ordinance as unique base zoning districts. Applicants should use existing zoning standards as a "baseline" and explicitly enumerate every requested deviation to ensure transparency.
- **Implement a "Menu of Options" for Eligibility:** To qualify for a PUD, developers must prove they provide tangible community benefits. A point-based system is recommended, rewarding projects that include attainable housing, mixed-uses, historic preservation, or enhanced public infrastructure.
- **Streamline the Approval and Amendment Procedure:** The report suggests a clarified three-step process:
 1. Concept Plan: Staff review and board approval to proceed.
 2. Preliminary Plan: Formal adoption of the PUD ordinance by City Council.
 3. Final Plan: Administrative technical review of construction documents by city staff.
- **Other key recommendations include:**
 1. Structuring PUDs as a base zoning district that references an existing zoning district from Cody's zoning code and then lists the variations from those standards
 2. Increasing the minimum size of PUDs from 1 acre to 5 acres

3. Distinguish between “absolute” standards and “flexible” standards
4. Moving specific application requirements to an administrative document
5. Allowing more PUD amendments to be approved administratively

Conclusion & Next Steps

By decoupling zoning rules from technical engineering documents, the City can gain greater flexibility and clarity. The PUD should be a rarely used tool; reserved for truly unique, innovative projects that traditional zoning cannot accommodate. Finalizing the draft code language and conducting a legal review with the City Attorney are the immediate next steps to ensure these reforms protect the health, safety, and general welfare of Cody’s residents.

Meeting Date: May 12, 2026 Department: Administrative Services Staff Reference: Tina Gail
--

AGENDA ITEM SUMMARY REPORT
Cody Public Art Committee - Vinyl Wrap Project

PROPOSED ACTION:

Request that the City Council authorize the Cody Public Art Committee (CPAC) to apply for Wyoming Department of Transportation (WYDOT) encroachments permits on public right-of-way for the installation of artwork on six traffic signal boxes.

SUMMARY OF INFORMATION:

CPAC is seeking approval to submit encroachment permits to WYDOT for the installation of vinyl-wrapped artwork on the remaining six (6) traffic signal boxes in Cody city limits. Five (5) of the boxes are located on WYDOT right-of-way and one (1) is located on City right-of-way. The vinyl wraps will feature historic artwork from the Buffalo Bill Center of the West.

FISCAL IMPACT:

CPAC has successfully secured \$6,500 through private donations for the traffic signal box vinyl wraps. These funds will be used to cover expenses for labor, design, materials, and installation.

ATTACHMENTS:

None

Meeting Date: May 12, 2026 Department: Public Works Staff Reference: Phillip Bowman
--

AGENDA ITEM SUMMARY REPORT

Bid 2026-04 for One (1) New 2026 4X4 Utility Vehicle w/Full Cab

PROPOSED ACTION:

Informational only — Discussion regarding Bid 2026-04 for One (1) New 2026 4X4 Utility Vehicle w/Full Cab

SUMMARY OF INFORMATION:

A request was made in the FY 2026 Budget for the purchase of a new utility vehicle to be utilized by the Grounds Maintenance Division.

Bids were opened on May 4, 2026. One bidder submitted the following bid:

C&B Operations submitted one bid for a 2026 John Deere Gator XUV 875M HVAC in the amount of \$39,695.

Subject to discussion with the City Council and the direction received, City Staff proposes to award Bid 2026-04 to C&B Operations for the purchase of one 2026 John Deere Gator XUV 875M HVAC in the amount of \$39,695 with approval to be requested at the City Council Regular Meeting on May 19, 2026.

FISCAL IMPACT:

The purchase of this vehicle was funded in the FY 2026 budget, in the amount of \$40,000.

ATTACHMENTS:

None

Meeting Date: May 12, 2026 Department: Community Development Staff Reference: Utana Dye
--

AGENDA ITEM SUMMARY REPORT
ESRI Software Renewal Contract.

PROPOSED ACTION:

Authorize the Mayor to sign the agreement between the City of Cody, Environmental Systems Research Institute, Inc.

SUMMARY OF INFORMATION:

Environmental Systems Research Institute (ESRI) has submitted the renewal quote and contract for our ARCGIS Software (Mapping software). Per the Finance policy, the contract's amount is larger than the allowed thrust hold for Administrator approval and must come before the City Council for approval before the Mayor can sign the contract.

This is a three-year contract with ESRI and would be locked in with the quoted amount.

This software is an integral part of the City of Cody's operation, where data and information is stored for each City Department. The ESRI software is used to track infrastructure, building permits, short-term rentals, maintain, and update all of our cities' infrastructure, security camera mapping, and keep up the zoning map. The Departments that use the software would be the Community Development, Police Department, Utility Billing, Recreation, All Public Works Department (Engineering, Parks, Water and Wastewater, Electrical, Sanitation, Storm Sewer and Streets).

The contract has been reviewed and approved by the City Attorney.

FISCAL IMPACT:

The cost is \$61,800.00 budgeted for over the next three years.

Year 1 for the Small Local Government Cloud-Based Enterprise Agreement Annual Subscription would be \$20,600.00 FY2026-2027

Year 2 for the Small Local Government Cloud-Based Enterprise Agreement Annual Subscription would be \$20,600.00 FY2027-2028

Year 3 for the Small Local Government Cloud-Based Enterprise Agreement Annual Subscription would be \$20, 600.00 FY 2028-2029

.

ATTACHMENTS:

1. Environmental Systems Research Institute Quote and Contract



Quotation # Q-571713

Date: April 6, 2026

Customer # 532558 Contract #

City of Cody
 Community Development
 1338 Rumsey Ave
 Cody, WY 82414-3713

ATTENTION: Utana Dye
 PHONE: (307) 527-3482
 EMAIL: utanadye@codywy.gov

Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: (909) 793-2853
 DUNS Number: 06-313-4175 CAGE Code: OAMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
 Quote is valid from: 4/6/2026 To: 7/5/2026

Material	Qty	Term	Unit Price	Total
193253	1	Year 1	\$20,600.00	\$20,600.00
Population of 0 to 20,000 Small Local Government Cloud-Based Enterprise Agreement Annual Subscription				
193253	1	Year 2	\$20,600.00	\$20,600.00
Population of 0 to 20,000 Small Local Government Cloud-Based Enterprise Agreement Annual Subscription				
193253	1	Year 3	\$20,600.00	\$20,600.00
Population of 0 to 20,000 Small Local Government Cloud-Based Enterprise Agreement Annual Subscription				

Subtotal:	\$61,800.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$61,800.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Jessica Schott	Email: jschott@esri.com	Phone: 909-369-6090 x6090
---	-----------------------------------	-------------------------------------

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.



Quotation # Q-571713

Date: April 6, 2026

Customer # 532558 Contract #

City of Cody
Community Development
1338 Rumsey Ave
Cody, WY 82414-3713

ATTENTION: Utana Dye
PHONE: (307) 527-3482
EMAIL: utanadye@codywy.gov

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: OAMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 4/6/2026 To: 7/5/2026

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Jessica Schott	Email: jschott@esri.com	Phone: 909-369-6090 x6090
---	-----------------------------------	-------------------------------------

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Esri Use Only:

Cust. Name _____

Cust. # _____

PO # _____

Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
LOCAL GOVERNMENT CLOUD-BASED
(E214-7)**

This Agreement is by and between the organization identified in the Quotation (“**Customer**”) and **Environmental Systems Research Institute, Inc. (“Esri”)**.

This Agreement sets forth the terms for Customer’s use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
List of Products**

Uncapped Quantities (annual subscription)

ArcGIS Online User Types ArcGIS Online Viewer User Types	
--	--

Capped Quantities (annual subscription)

ArcGIS Online User Types		ArcGIS Online Apps and Other	
ArcGIS Online Contributor User Type	8	ArcGIS Location Sharing for ArcGIS Online	8
ArcGIS Online Mobile Worker User Type	25	ArcGIS Online Service Credits	10,000
ArcGIS Online Creator User Type	25		
ArcGIS Online Professional User Type	8		
ArcGIS Online Professional Plus User Type	8		

Other Benefits

Number of Esri User Conference registrations provided annually	2
Number of Tier 1 Help Desk individuals authorized to call Esri	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement (“**Ordering Document**”). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER’S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri’s receipt of an Ordering Document, unless otherwise agreed to by the parties (“**Effective Date**”).

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

“**Case**” means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

“**Deploy**”, “**Deployed**” and “**Deployment**” mean to redistribute and install the Products and related Authorization Codes within Customer’s organization(s).

“**Fee**” means the fee set forth in the Quotation.

“**Maintenance**” means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

“**Master Agreement**” means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

“**Product(s)**” means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

“**Quotation**” means the offer letter and quotation provided separately to Customer.

“**Technical Support**” means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

“**Tier 1 Help Desk**” means Customer’s point of contact(s) to provide all Tier 1 Support within Customer’s organization(s).

“**Tier 1 Support**” means the Technical Support provided by the Tier 1 Help Desk.

“**Tier 2 Support**” means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer’s consultants or contractors to use the Products exclusively for Customer’s benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer’s benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

- b. The following information will be included in each Ordering Document:

- (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
- (2) Order number
- (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

Meeting Date: May 12, 2026 Department: Community Development Staff Reference: Utana Dye
--

AGENDA ITEM SUMMARY REPORT
ORDINANCE TO AMEND TITLE 9, CHAPTER 3, SECTION 1 OF THE CITY OF
CODY

PROPOSED ACTION:

Discussion item only

SUMMARY OF INFORMATION:

The building official has informed me that certain tables were omitted from the Contractor licensing section during the most recent ordinance update. Specifically, the Specialty Contractor license tables were inadvertently left out and subsequently deleted from the ordinance. This correction is intended to restore those missing tables to the two Specialty Contractor Sections; it does not introduce any new requirements or changes to contractor licensing. This ordinance will correct the clerical error and include the two tables.

FISCAL IMPACT:

N/A

ATTACHMENTS:

1. Ordinance 2026-08 9-3-1 Contractor Licenses Categories

ORDINANCE NO. 2026-08

**AN ORDINANCE TO AMEND TITLE 9, CHAPTER 3, SECTION 1 OF
THE CITY OF CODY CODE**

WHEREAS, the governing body has determined that it is in the public interest to amend Section 9-3-1-C-1 of the City of Cody Code to reflect recent action by the State pursuant to W.S. 16-6-110.

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

SECTION 1: Title 9, Chapter 3, Section 1.C.1 through 1.C.9 of the City of Cody Code is hereby amended to read as follows:

9-3-1 CONTRACTOR LICENSE REQUIRED; EXCEPTIONS; LICENSING CATEGORIES:

C. Contractor Licensing Categories: Licenses for construction contracting are categorized and defined as follows. A license authorizes the company or person(s) holding the license to perform work within the trade(s) identified for that license, to the extent specified herein. Provided, each contractor is responsible to ensure that they do not accept or perform work that is clearly beyond their level of proficiency and skill - doing so is grounds for suspension and revocation of their license, as may be determined by the Contractor Licensing Board.

1. General Contractor: This category authorizes the construction of all components of commercial and residential buildings, structures, or facilities, except those components requiring an electrical license, plumbing license, or mechanical/HVAC license. A general contractor is also authorized to manage all work on the permitted project.

Persons requesting a General Contractor license shall show that they have passed an approved ICC National Standard exam for Class A Commercial or Class B Commercial and Residential Contracting (or equivalent), and have at least sixty (60) months of verifiable experience as a general contractor, journeyman carpenter, architect, engineer or similar work that demonstrates the knowledge, skills, and proficiency needed to act in the capacity of a general contractor.

2. General Contractor - IRC: This category authorizes the construction of all components of a residential structure or building that is subject to the International Residential Code (e.g., single-family dwellings, two-family dwellings, townhouses, and their accessory structures), except those components requiring an electrical license, plumbing license, or mechanical/HVAC license.

Persons requesting a "General Contractor - IRC" license shall show that they have passed an approved an ICC Class C Residential Contractor exam (or equivalent) and have at least forty-eight (48) months of verifiable experience that demonstrates the knowledge, skills, and proficiency needed to perform work of this nature: or they shall otherwise prove to the Building Official and the Contractors Board by means of board review that they have a combination of certifications, experience, and or education that is equivalent to the previously stated requirements. Applicants that request approval based on the alternative option shall be subject to a mandatory in-person board interview and review.

3. Master Electrical Contractor: This category authorizes electricians licensed by the State of Wyoming as master electricians to perform electrical work regulated by the National Electric Code within the City of Cody. Their employees that perform electrical work must also be registered with the State of Wyoming.

Persons requesting to be licensed by the City of Cody as an electrical contractor must provide a copy of their current Wyoming master electrician license and electrical contractor's license (card) issued by the State of Wyoming.

4. Master Plumbing Contractor: This category authorizes plumbing work (including fuel gas) within all types of buildings, structures, and facilities.

Persons requesting a Master Plumbing Contractor license shall show that they have passed an approved ICC "National Standard Master Plumber with Gas" exam (or equivalent) and have at least forty-eight (48) months of verifiable experience that demonstrates the knowledge, skills, and proficiency needed to perform work of this nature.

5. Plumbing Contractor - IRC: This category authorizes all plumbing work (including fuel gas) within buildings and structures regulated by the International Residential Code (IRC).

Persons requesting a "Plumbing Contractor - IRC" license shall show that they have passed an approved ICC "National Standard Journeyman Plumber with Gas" exam (or equivalent) and have at least forty-eight (48) months of verifiable experience that demonstrates the knowledge,

skills, and proficiency needed to perform work of this nature; or they shall otherwise prove to the Building Official and the Contractors Board by means of board review that they have a combination of certifications, experience, and or education that is equivalent to the previously stated requirements. Applicants that request approval based on the alternative option shall be subject to a mandatory in-person board interview and review.

6. Master Mechanical/HVAC Contractor: This category authorizes mechanical/HVAC work within all types of buildings, structures, and facilities.

Persons requesting a master Mechanical/HVAC Contractor license shall show that they have passed an approved ICC "National Standard Master Mechanical" exam (or equivalent) and have at least forty-eight (48) months of verifiable experience that demonstrates the knowledge, skills, and proficiency needed to perform work of this nature.

7. Mechanical/HVAC Contractor - IRC: This category authorizes all mechanical/HVAC work within buildings and structures regulated by the International Residential Code (IRC).

Persons requesting a "Mechanical/HVAC Contractor - IRC" license shall show that they have passed an approved ICC "National Standard Journeyman Mechanical" exam (or equivalent) and have at least forty-eight (48) months of verifiable experience that demonstrates the knowledge, skills, and proficiency needed to perform work of this nature; or they shall otherwise prove to the Building Official and the Contractors Board by means of board review that they have a combination of certifications, experience, and or education that is equivalent to the previously stated requirements. Applicants that request approval based on the alternative option shall be subject to a mandatory in-person board interview and review.

8. Specialty Contractor: This category authorizes the person to work in one or more of the below listed trades, on any type of building, structure, or facility. Work only in those trades for which the person applies and meets the minimum verifiable experience therefor is authorized. The minimum experience need not be provided if the person has passed an ICC or equivalent professional exam for the trade and otherwise demonstrates the applicable knowledge, skills, and proficiency to the Building Official and Contractor Licensing Board.

<u>Trade:</u>	<u>Minimum Experience:</u>
Asbestos Abatement	24 months
Commercial Fire Suppression Systems	36 months
Commercial Railings	24 months
Conveyor Systems	36 months
Demolition	24 months
Drywall	24 months
Elevator Installation	48 months
Fencing	6 months
Framing	48 months
Ground stabilization/mud jacking	24 months
Insulation	24 months
Masonry	48 months
Refrigeration	24 months
Roofing	24 months
Sheet metal installation	24 months
Siding	24 months
Sign/Awning Installation	24 months
Steel fabrication/erection	48 months
Structural Concrete	48 months
Stucco/Plaster	12 months
Underground Utilities (sewer, water, conduit)	12 months
Windows/Glass glazing	12 months

9. Specialty Contractor - IRC: This category authorizes the person to work in any of the below listed specialty contractor activities when the work is conducted on a building or structure subject to the IRC only. Work only in those trades for which the person applies and meets the minimum verifiable experience therefor is authorized. The minimum experience need not be provided if the person has passed an ICC or equivalent exam for the specialty trade, or if the Building Official and Contractor Licensing Board is otherwise satisfied that the person has the knowledge, skills, and training necessary to perform the work in a competent manner.

<u>Trade:</u>	<u>Minimum Experience:</u>
Fire Suppression Systems	6 months
Demolition	6 months
Drywall	6 months

Fencing	3 months
Framing	12 months
Insulation	6 months
Masonry	6 months
Roofing	6 months
Sheet metal installation	6 months
Siding	6 months
Structural Concrete	6 months
Stucco/Plaster	6 months
Windows/Glass glazing	6 months

10. Any person seeking a license from the City of Cody who is licensed by another issuing jurisdiction may submit an application to request reciprocal acceptance and recognition of that license by the City of Cody pursuant to W.S. § 16-6-1101. The person seeking acceptance of the license shall submit an application to be provided by the City of Cody, and shall provide the information, pay all required fees, and shall comply with the requirements of this chapter and W.S. §16-6-1101.

This Ordinance shall become effective at the final passage and publication in the Cody Enterprise as required by law.

PASSED ON FIRST READING: _____

PASSED ON SECOND READING: _____

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

ATTEST:

Lee Ann Reiter, Mayor

Tina Gail, Administrative Services Officer