

City of Cody City Council
Pre-Meeting to discuss agenda at 6:45 PM

Tuesday, August 18, 2026-7:00 PM

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

Meeting Called to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Mayor's Recognitions and Announcements

1. Consent Calendar

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

- a. Approval of Minutes from August 4, 2026 & August 11, 2026.
Staff Reference: Tina Gail
- b. Approve Vouchers and Payroll in the amount \$2,668,298.28
Staff Reference: Leslie Brumage
- c. Approve Letter of Comment to Board of County Commissioners Re: Kardos SS-292 Amended Plat and Sulphur Spring MS-97
Staff Reference: Utana Dye
- d. Cody Public Art Committee Agreement for Conceptual Design Development
Staff Reference: Tina Gail

2. Public Comments

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

3. Public Hearing

4. Conduct of Business

- a. Task Order No. 2 for Professional Services with Engineering Associates for the Aerated Lagoon Cover Replacement - Final Engineering
Staff Reference: Nate Morgan
- b. Septage Receiving Facility - Change Order #2 - Substantial Completion and Retainage Release
Staff Reference: Nate Morgan

5. Tabled Items

6. Matters from Staff Members

7. **Matters from Council Members**

8. **Adjournment**

Upcoming Meetings:

Council Meeting — Tuesday, August 18, 2026 7:00 p.m.

Council Work Session — Tuesday, August 25, 2026, 5:30 p.m.

Council Meeting — Tuesday, September 1, 2026 7:00 p.m.

Council Work Session — Tuesday, September 8, 2026, 5:30 p.m.

City of Cody
City Council Proceedings
August 4, 2026

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, August 4, 2026 at 7:00 PM.

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

Tina Gail administered the Oath of Office to Officer Ethan Robinson.

Council Member Shreve moved to approve the Consent Calendar, including approval of the minutes from July 21, 2026, and July 28, 2026; vouchers and payroll in the amount of \$2,690,426.17; approval of the City of Cody's commercial property insurance coverage for buildings and contents for the July 1, 2026, through July 1, 2027 policy term, as presented by HUB International; acceptance of the Notice of Federal Interest (NFI) for the Cody Senior Center; authorization for the City Administrator to sign the Letter of Release for the Irrevocable Standby Letter of Credit for SFP-E (Khan Development); and approval of the Cody Country Chamber of Commerce's requests for the Cul-de-sac Cowboys Party in the Park on September 26, 2026; Fall Stroll & Block Party on October 8, 2026; Downtown Halloween Trick-or-Treat on October 31, 2026; and the Cody Cowboy Christmas Parade & Stroll on November 28, 2026, including the requested street closures, use of City Park, open container and malt beverage permits where applicable, authorization for food trucks and vendors, and related event activities, contingent upon all required permits including WYDOT approval where applicable. Council Member Swett seconded the motion. Vote was unanimous.

Council Member McIsaac made a motion seconded by Council Member Laing to approve the Statement of Work between the City of Cody and ClearGov for the Grants Management Product Early Access Program. Vote was unanimous.

Council Member Laing made a motion seconded by Council Member Tamblyn to award Bid No. 2026-07 to Casper Electric in the amount of \$624,884.84 for the FY 2024 TAP Grant – Pedestrian Hybrid Beacon Crossing at Big Horn Avenue and Freedom Street and authorize the Mayor to sign the Notice of Award and all associated contract documents contingent upon city attorney approval. Vote was unanimous.

Council Member Tamblyn made a motion seconded by Council Member McIsaac to approve Change Order No. 2 to the Professional Services Agreement with Stantec Consulting Services Inc. for the FY 2024 TAP Grant – Pedestrian and ADA Improvements Project contingent upon city attorney approval. Vote was unanimous.

Council Member Laing made a motion seconded by Council Member Shreve to approve the Paul Stock Aquatic and Recreation Center Steam Room Upgrade/Replacement and On Deck Shower project. Vote was unanimous.

Ordinance No. 2026-12 – Third Reading and Final Approval

Council Member McIsaac made a motion seconded by Council Member Swett to approve Ordinance No. 2026-12 on third reading and final approval amending Title 4, Chapter 4, Article III of the City of Cody Municipal Code to modify and set solid waste and recycling service charges and rates. Vote was unanimous.

Ordinance No. 2026-13 – Third Reading and Final Approval

Council Member Shreve made a motion seconded by Council Member Tamblyn to approve Ordinance No. 2026-13 on third reading and final approval amending Title 8, Chapter 1, Article III of the City of Cody Municipal Code to modify and set electrical service charges and rates. Vote was unanimous.

Ordinance No. 2026-14 – Third Reading and Final Approval

Council Member Swett made a motion seconded by Council Member Tamblyn to approve Ordinance No. 2026-14 on third reading and final approval amending Title 8, Chapter 2, Articles I, II, III, and IV of the City of Cody Municipal Code to modify and set treated water and raw water service charges and rates. Vote was unanimous.

Ordinance No. 2026-15 – Third Reading and Final Approval

Council Member Settineri made a motion seconded by Council Member Laing to approve Ordinance No. 2026-15 on third reading and final approval amending Title 8, Chapter 3, Article I of the City of Cody Municipal Code to establish hauled septage disposal rates. Vote was unanimous.

Mayor Reiter adjourned the meeting at 7:40 PM.

Mayor Reiter

Tina Gail, Administrative Services Officer

City of Cody
City Council Proceedings
August 11, 2026

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, August 11, 2026 at 5:30 PM.

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

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

Mayor Reiter provided updates regarding City committees, boards, and ongoing projects. Council discussed the updates and related matters.

Nate Morgan presented Task Order No. 2 for Professional Services with Engineering Associates for final engineering associated with the Aerated Lagoon Cover Replacement project. Council discussed the proposed task order, project scope, and related considerations. Staff was instructed to place this item on the next City Council meeting agenda for Council consideration.

Nate Morgan presented information regarding substantial completion of the Septage Receiving Facility and the proposed release of retainage. Council discussed the status of the project, completion requirements, and retainage release. Staff was instructed to place this item on the next City Council meeting agenda for Council consideration.

Nate Morgan presented the proposed FY27 Cul-de-Sac Surface Treatment Program. Council discussed the proposed program, anticipated work, and related considerations. Staff was provided direction.

Mayor Reiter adjourned the meeting at 6:01 PM.

Mayor Reiter

Tina Gail, Administrative Services Officer

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
AIR-CON REFRIGERATION & RENTALS LLC				
	2135	FRIDGE REMOVAL	06/24/2026	215.00
Total AIR-CON REFRIGERATION & RENTALS LLC:				215.00
ALBINA HOLDINGS INC				
DBA ALBINA ASPHALT, ALBINA FUEL C	162765	CHIP SEAL RELEASE 2026	07/21/2026	11,138.84
Total ALBINA HOLDINGS INC:				11,138.84
ALL COUNTY PLUMBING LLC				
	25197	PLUMBING IN THERAPY BATHROOM	07/31/2026	689.00
Total ALL COUNTY PLUMBING LLC:				689.00
AMERICAN FAMILY LIFE ASSUR				
	524791	AFLAC PREMIUM	08/10/2026	3,445.97
Total AMERICAN FAMILY LIFE ASSUR:				3,445.97
AMERICAN WELDING & GAS INC				
	0011858473	BOTTLE RENTAL	07/31/2026	39.41
Total AMERICAN WELDING & GAS INC:				39.41
ANIXTER INC				
	6831311-01	JOINT COMPOUND	07/31/2026	956.78
Total ANIXTER INC:				956.78
ATCO INTERNATIONAL				
	10660631	CLEANING SUPPLIES- AQUATICS	07/23/2026	1,014.40
Total ATCO INTERNATIONAL:				1,014.40
ATNIP CONSTRUCTION				
	07292026	REFUND RAW WATER TAP FEE BLD-0625-0026	07/29/2026	300.00
	07292026	REFUND RAW WATER HOOKUP FEE BLD-0625-0026	07/29/2026	200.00
Total ATNIP CONSTRUCTION:				500.00
AUSTIN, DORENE				
	2.0460.13.1	REFUND CREDIT BALANCE	07/03/2026	368.34
Total AUSTIN, DORENE:				368.34
BACKFLOW SOLUTIONS INC				
	11652	BACKFLOW MANAGEMENT	07/01/2026	495.00
Total BACKFLOW SOLUTIONS INC:				495.00
BAGNELL, PAULETTE A				
	08062026	RESTITUTION FROM MC-2301-012	08/06/2026	75.00
Total BAGNELL, PAULETTE A:				75.00
BECKER, KYLE				
	2.1730.59	UTILITY DEPSOSIT REFUND	08/07/2026	157.82

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total BECKER, KYLE:				157.82
BIG CO				
BIG HORN REDI-MIX INC	392154	CONCRETE REPAIR	07/21/2026	481.00
Total BIG CO:				481.00
BIG HORN PAINT				
SHEARER PAINTING LLC	7SWUZ	PAINT THINNER	08/06/2026	101.98
Total BIG HORN PAINT:				101.98
BIG HORN TREE AND SHRUB CARE LLC				
	4853	TREES BOB MOORE PARK	08/03/2026	200.00
Total BIG HORN TREE AND SHRUB CARE LLC:				200.00
BLACK HILLS GAS HOLDINGS LLC				
BLACK HILLS ENERGY	080626	UTILITIES - NATURAL GAS	08/06/2026	234.68
BLACK HILLS ENERGY	080626	UTILITIES - NATURAL GAS	08/06/2026	197.64
BLACK HILLS ENERGY	080626	UTILITIES - NATURAL GAS	08/06/2026	164.81
BLACK HILLS ENERGY	080626	UTILITIES - NATURAL GAS	08/06/2026	183.41
BLACK HILLS ENERGY	080626	UTILITIES - NATURAL GAS	08/06/2026	1,772.81
BLACK HILLS ENERGY	080626	UTILITIES - NATURAL GAS	08/06/2026	1,772.81
BLACK HILLS ENERGY	080626	UTILITIES - NATURAL GAS	08/06/2026	148.73
BLACK HILLS ENERGY	080626	UTILITIES - NATURAL GAS	08/06/2026	22.10
BLACK HILLS ENERGY	080626	UTILITIES - NATURAL GAS	08/06/2026	290.98
BLACK HILLS ENERGY	080626	UTILITIES - NATURAL GAS	08/06/2026	101.50
Total BLACK HILLS GAS HOLDINGS LLC:				4,889.47
BLACK HILLS WYOMING GAS, LLC				
	50521-000013	JOINT URD PROJECT PERFORMED IN FY26	07/06/2026	20,000.00
Total BLACK HILLS WYOMING GAS, LLC:				20,000.00
BOBCAT OF BIG HORN BASIN INC				
	2148	MINI-EX LEASE	07/31/2026	4,500.00
Total BOBCAT OF BIG HORN BASIN INC:				4,500.00
BORDER STATES INDUSTRIES INC				
	932928923	1/0 SPLICE CONNECTORS	08/06/2026	1,417.16
Total BORDER STATES INDUSTRIES INC:				1,417.16
BOWEN COLLINS & ASSOCIATES				
	06222026	WATER RATE AND IMPACT FEE STUDY	06/22/2026	250.00
Total BOWEN COLLINS & ASSOCIATES:				250.00
CAPE, KELSEY				
	08062026	RESTITUTION FORM 25D000028	08/06/2026	100.00
Total CAPE, KELSEY:				100.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
CASELLE INC				
	INV-21650	MIVIEWPOINT SETUP & TRAINING	07/29/2026	1,350.00
	INV-21651	MIVIEWPOINT ANNUAL FEE	07/29/2026	2,200.00
Total CASELLE INC:				3,550.00
CASPER COLLEGE				
	779	WAMCAT CONFERENCE	08/07/2026	325.00
Total CASPER COLLEGE:				325.00
CODY ENTERPRISE LLC				
GILLETTE NEWS RECORD	68603	PUBLICATION FEES	06/23/2026	336.00
GILLETTE NEWS RECORD	68604	ADVERTISING	06/23/2026	141.12
GILLETTE NEWS RECORD	69041	BID NOTICE FOR TAP PROJECT	06/30/2026	529.20
GILLETTE NEWS RECORD	69042	BID NOTICE	06/30/2026	70.56
GILLETTE NEWS RECORD	69043	NOTICE OF FINAL PAYMENT	06/30/2026	70.56
GILLETTE NEWS RECORD	69044	ADVERTISE POSITION	06/30/2026	321.30
GILLETTE NEWS RECORD	69045	ADVERTISE POSITION	06/30/2026	214.20
GILLETTE NEWS RECORD	69046	ADVERTISE POSITION	06/30/2026	214.20
GILLETTE NEWS RECORD	69543	BID NOTICE FOR TAP GRANT	07/02/2026	176.40
GILLETTE NEWS RECORD	69717	PUBLICATION FEES	07/07/2026	134.40
GILLETTE NEWS RECORD	70816	PUBLICATION FEES	07/28/2026	1,579.20
GILLETTE NEWS RECORD	71096	UTILITY TRAILER BID AD	07/31/2026	70.56
GILLETTE NEWS RECORD	71097	PUBLICATION FEES	07/31/2026	71.40
GILLETTE NEWS RECORD	71098	CHIP SEAL ADVERTISING	07/31/2026	1,836.00
GILLETTE NEWS RECORD	71646	UTILITY TRAILER BID AD	08/05/2026	70.56
Total CODY ENTERPRISE LLC:				5,835.66
COLLECTION SERVICES CENTER				
	73126	GARNISHMENT REMITANCE # 1049403	07/31/2026	461.53
Total COLLECTION SERVICES CENTER:				461.53
COPENHAVER KITCHEN KOLPITCKE LLC				
	58234	LEGAL SERVICES CONTRACT	08/03/2026	500.00
	58234	LEGAL SERVICES CONTRACT	08/03/2026	4,900.00
	58234	LEGAL SERVICES CONTRACT	08/03/2026	900.00
	58234	LEGAL SERVICES CONTRACT	08/03/2026	900.00
	58234	LEGAL SERVICES CONTRACT	08/03/2026	900.00
	58234	LEGAL SERVICES CONTRACT	08/03/2026	1,000.00
	58234	LEGAL SERVICES CONTRACT	08/03/2026	900.00
Total COPENHAVER KITCHEN KOLPITCKE LLC:				10,000.00
CROELL INC				
	5274	PATCHES	07/31/2026	792.30
Total CROELL INC:				792.30
CROWLEY FLECK PLLP				
	1103888	LEGAL SERVICES - MATTER #201268	08/05/2026	1,240.00
Total CROWLEY FLECK PLLP:				1,240.00
DAKOTA SUPPLY GROUP				
DSG	S10589255300	HYDRANT REPAIR PARTS	07/29/2026	2,384.40

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total DAKOTA SUPPLY GROUP:				2,384.40
DEARBORN LIFE INSURANCE COMPANY				
	81026	Premium	08/10/2026	375.46
Total DEARBORN LIFE INSURANCE COMPANY:				375.46
DOBBINS, BRUCE				
	14.1180.14	DEPOSIT REFUND	07/31/2026	227.95
Total DOBBINS, BRUCE:				227.95
EDGERLY, ASHLEY				
	9.1980.14	DEPOSIT REFUND	07/31/2026	56.96
Total EDGERLY, ASHLEY:				56.96
ENGINEERING ASSOCIATES				
	4606310	TASK ORDER #5 - TREE STREETS WATERLINE REPLACEMENT PHASE 1	07/21/2026	21,842.79
	4606310	TASK ORDER #5 - TREE STREETS WATERLINE REPLACEMENT PHASE 1	07/21/2026	1,213.41
	4606312	TASK ORDER #1 - AERATED LAGOON COVER REPLACEMENT	07/21/2026	503.50
	4606384	TASK ORDER #1 SEPTAGE WASTE RECEIVING FACILITY	07/23/2026	600.00
	4606385	TASK ORDER #2 SEPTAGE WASTE RECEIVING FACILITY CONSTRUCTION ADMINISTRATION AND OBSERVATION	07/23/2026	6,379.07
	4606392	STREETS AND ALLEY RIGHTS-OF-WAY	07/23/2026	368.00
Total ENGINEERING ASSOCIATES:				30,906.77
ENNIST III, ROBERT F				
BIG HORN FOOD SERVICES	1744	PHILLIPS RETIREMENT PARTY	08/05/2026	86.89
BIG HORN FOOD SERVICES	1744	PHILLIPS RETIREMENT PARTY	08/05/2026	86.89
BIG HORN FOOD SERVICES	1744	PHILLIPS RETIREMENT PARTY	08/05/2026	101.70
BIG HORN FOOD SERVICES	1744	PHILLIPS RETIREMENT PARTY	08/05/2026	101.70
BIG HORN FOOD SERVICES	1744	PHILLIPS RETIREMENT PARTY	08/05/2026	90.95
BIG HORN FOOD SERVICES	1772	CLEANING	08/06/2026	721.32
Total ENNIST III, ROBERT F:				1,189.45
FIRE DISTRICT #2				
	72726	BLD2026-0091 8 S FORK RD	07/27/2026	12.00
	72726	BLD2026-0083 3202 BIG HORN AVE	07/27/2026	58.00
Total FIRE DISTRICT #2:				70.00
FRANCK, STEVEN				
OFF GRID INSPECTIONS	046	OFF GRID ELECTRICAL INSPECTION SERVICES	07/01/2026	2,040.00
Total FRANCK, STEVEN:				2,040.00
GALLS PARENT HOLDINGS LLC				
GALLS LLC	035668280	UNIFORMS FOR NEW HIRE	07/16/2026	277.45
Total GALLS PARENT HOLDINGS LLC:				277.45

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
GEM FITNESS INC				
BETTER BODY FITNESS	19981	FITNESS EQUIPMENT FY2025-26	06/30/2026	850.00
BETTER BODY FITNESS	19982	EQUIPMENT REPAIRS	06/30/2026	967.99
BETTER BODY FITNESS	20003	PREVENTATIVE MAINTENANCE OF FITNESS EQUIPMENT	07/28/2026	660.00
Total GEM FITNESS INC:				2,477.99
GLOBE LIFE INC				
	1224816	premiums	08/10/2026	874.60
Total GLOBE LIFE INC:				874.60
GOVERNMENTJOBS.COM INC				
NEOGOV	INV-163757	POWER READY IMPLEMENTATION COST	07/31/2026	3,785.00
NEOGOV	INV-163757	POWER READY FTO SUBSCRIPTION	07/31/2026	3,275.25
Total GOVERNMENTJOBS.COM INC:				7,060.25
HENSLEY, CODY W				
KMG COMMERCIAL REFRIGERATION	4189	HEATING AT CHAMBER	08/03/2026	290.00
KMG COMMERCIAL REFRIGERATION	4204	AIR CONDITIONER AT CHAMBER	08/03/2026	870.00
Total HENSLEY, CODY W:				1,160.00
KELLER, SHONDELL				
	14.2260.19	REFUND CREDIT BALANCE	07/31/2026	110.40
Total KELLER, SHONDELL:				110.40
KRUBECK, JAMES				
SKINNY LUKE	08062026	CONCERTS IN THE PARK PERFORMANCE	08/06/2026	1,000.00
Total KRUBECK, JAMES:				1,000.00
LABAN HARVEST LLC				
NO SPOT LEFT BEHIND	1517	CLEANING SERVICES CITY HALL	08/05/2026	1,649.00
NO SPOT LEFT BEHIND	1517	CLEANING SERVICES REC CENTER	08/05/2026	1,999.50
NO SPOT LEFT BEHIND	1517	CLEANING SERVICES AQUATICS	08/05/2026	1,999.50
NO SPOT LEFT BEHIND	1518	PW SHOP CLEANING SERVICES	08/05/2026	149.75
NO SPOT LEFT BEHIND	1518	PW SHOP CLEANING SERVICES	08/05/2026	149.75
NO SPOT LEFT BEHIND	1518	PW SHOP CLEANING SERVICES	08/05/2026	149.75
NO SPOT LEFT BEHIND	1518	PW SHOP CLEANING SERVICES	08/05/2026	149.75
Total LABAN HARVEST LLC:				6,247.00
LADUE, JAMES				
	15.6700.50	DEPSIT REFUND	07/28/2026	349.63
Total LADUE, JAMES:				349.63
LEISURE IN MONTANA INC				
	SAL45039-1	TUBING-AQUATICS	07/28/2026	225.30
Total LEISURE IN MONTANA INC:				225.30
LEROUX INC				
BOONE'S MACHINE & RENTAL	57925-1	EXCAVATOR RENTAL FOR TRAILHEAD PARK SITE WORK	07/23/2026	2,455.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total LEROUX INC:				2,455.00
LES SCHWAB TIRE CENTER				
	93600010876	K16	07/23/2026	169.04
Total LES SCHWAB TIRE CENTER:				169.04
LOMCO INC				
	034527-1	CHIP OIL TRUCKING 2026	07/30/2026	1,930.47
	034565-01	CHIP OIL HAULING 2026	07/31/2026	1,398.96
	035165-01	CHIP OIL HAULING 2026	07/31/2026	2,090.52
	035166-1	CHIP OIL HAULING 2026	07/30/2026	2,232.08
Total LOMCO INC:				7,652.03
MOTOROLA SOLUTIONS INC				
	8282374158	MOBILE RADIOS FOR TWO NEW UNITS	07/16/2026	17,596.60
Total MOTOROLA SOLUTIONS INC:				17,596.60
MSPS				
MOUNTAIN STATES PIPE & SUPPLY	INV35999	1/2 OF ITRON ORDER	07/28/2026	6,929.33
MOUNTAIN STATES PIPE & SUPPLY	INV35999	1/2 OF ITRON ORDER	07/28/2026	6,929.32
Total MSPS:				13,858.65
NCPERS GROUP LIFE INS				
C/O MEMBER BENEFITS INC	81026	813072026 JULY PREMIUMS	08/10/2026	288.00
C/O MEMBER BENEFITS INC	81026	813082026 AUGUST PREMIUMS	08/10/2026	288.00
C/O MEMBER BENEFITS INC	81026	ACH PROCESSING FEE	08/10/2026	5.76
Total NCPERS GROUP LIFE INS:				581.76
NORCO INC				
	0047497074	BOTTLE RENTAL	07/31/2026	29.14
Total NORCO INC:				29.14
NORTHWEST PIPE				
	7585576	CURB BOX LIDS	08/03/2026	1,181.28
	7660979	SLEEVES AND RISER PARTS	07/27/2026	720.43
	7660979	SLEEVES AND RISER PARTS	07/27/2026	719.50
	7660979-1	6" SLEEVE	08/03/2026	229.10
	7660979-2	6" SLEEVE	08/04/2026	229.10
Total NORTHWEST PIPE:				3,079.41
OELSCHLAGER, HUDSON				
307 MUSIC PRODUCTION	021	SOUND TECHNICIAN FOR CITP	05/20/2026	4,700.00
Total OELSCHLAGER, HUDSON:				4,700.00
ONE-CALL OF WYOMING				
	80579	ONE - CALL FEES	08/10/2026	54.60
	80579	ONE - CALL FEES	08/10/2026	54.60
	80579	ONE - CALL FEES	08/10/2026	162.75
	80579	ONE - CALL FEES	08/10/2026	54.60

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total ONE-CALL OF WYOMING:				326.55
ONIX NETWORKING CORPORATION				
	SIN061568	GOOGLE WORKSPACE EMAIL LICENSING	07/24/2026	64.68
	SIN061568	GOOGLE WORKSPACE EMAIL LICENSING	07/24/2026	32.34
Total ONIX NETWORKING CORPORATION:				97.02
PARK COUNTY				
	262739	LEC CONTRACT - DISPATCH LABOR COSTS	08/05/2026	6,352.90
	262739	LEC CONTRACT - DISPATCH LABOR COSTS	08/05/2026	1,058.81
	262739	LEC CONTRACT - DISPATCH LABOR COSTS	08/05/2026	27,882.17
	262739	LEC CONTRACT - TECHNOLOGY SERVICES	08/05/2026	3,315.00
	262739	LEC CONTRACT - INSIDE MAINTENANCE SUPPLIES	08/05/2026	1,055.82
	262739	LEC CONTRACT - INSIDE MAINTENANCE LABOR	08/05/2026	2,005.52
	262739	LEC CONTRACT - OUTSIDE MAINTENANCE CREDIT	08/05/2026	488.75-
	262739	LEC CONTRACT - BUILDING INSURANCE COSTS	08/05/2026	532.05
	262739	LEC CONTRACT - UTILITIES	08/05/2026	1,160.28
Total PARK COUNTY:				42,873.80
PRINT INC				
POWELL TRIBUNE	2393777	CITP ADVERTISING	07/28/2026	90.00
Total PRINT INC:				90.00
QUALITY ASPHALT PAVING INC				
	26083.1	PATCHES WILLOW	06/15/2026	1,254.00
Total QUALITY ASPHALT PAVING INC:				1,254.00
RAMEY, AMBER				
	8.10.2026	MILEAGE REIMBURSEMENT FOR IT	08/10/2026	18.54
Total RAMEY, AMBER:				18.54
RAWHIDE MECHANICAL INC				
	104136	1/2 OF 3 METER CHANGE OUTS	07/30/2026	838.10
	104136	1/2 OF 3 METER CHANGE OUTS	07/30/2026	838.11
Total RAWHIDE MECHANICAL INC:				1,676.21
RECREATIONAL ADVENTURES CO				
	RAC-2026-073	KOA EASEMENT	08/04/2026	1,500.00
Total RECREATIONAL ADVENTURES CO:				1,500.00
ROBERTSON, LESLIE				
	08062026	RESTITUTION FROM MC-2208-010	08/06/2026	100.00
Total ROBERTSON, LESLIE:				100.00
RYNOS RENTALS LLC				
	20946-2	PACKER FOR CAN CRUSHER	07/01/2026	40.20

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total RYNOS RENTALS LLC:				40.20
S & P BRAKE SUPPLY INC				
	419678	CO3	07/31/2026	403.20
Total S & P BRAKE SUPPLY INC:				403.20
SABER PEST CONTROL LLC				
	3635	WEED AND PEST CONTROL	08/03/2026	40.00
	3635	WEED AND PEST CONTROL	08/03/2026	40.00
	3635	WEED AND PEST CONTROL	08/03/2026	40.00
	3636	PEST CONTROL	08/03/2026	100.00
	3637	WEED AND PEST CONTROL	08/03/2026	360.00
	3638	WEED AND PEST CONTROL	08/03/2026	80.00
	3647	PEST CONTROL	08/04/2026	70.00
	3648	PEST CONTROL	08/04/2026	100.00
	3649	PEST CONTROL RECREATION	08/04/2026	105.00
	3649	PEST CONTROL - AQUATICS	08/04/2026	105.00
	3661	PEST CONTROL	08/05/2026	125.00
	3662	PEST CONTROL	08/05/2026	70.00
Total SABER PEST CONTROL LLC:				1,235.00
SHOSHONE MUNICIPAL PIPELINE				
	08012026	JULY WATER	08/01/2026	199,915.10
Total SHOSHONE MUNICIPAL PIPELINE:				199,915.10
SKAGGS COMPANIES				
	450_A_348531	BODY ARMOR FOR NEW HIRE ROBINSON	07/22/2026	932.75
Total SKAGGS COMPANIES:				932.75
SLETTEN CONSTRUCTION				
	1749	RETAINAGE PAYOUT SEPTAGE RECEIVING FACILITY	08/06/2026	218,620.33
Total SLETTEN CONSTRUCTION:				218,620.33
STONEHOUSE DATA SOLUTIONS LLC				
	4786	SHREDDING SERVICE	07/06/2026	26.00
	4786	SHREDDING SERVICE	07/06/2026	26.00
	4786	SHREDDING SERVICE	07/06/2026	26.00
	4786	SHREDDING SERVICE	07/06/2026	26.00
	4786	SHREDDING SERVICE	07/06/2026	25.99
	4816	SHREDDING SERVICE	08/10/2026	26.00
	4816	SHREDDING SERVICE	08/10/2026	26.00
	4816	SHREDDING SERVICE	08/10/2026	26.00
	4816	SHREDDING SERVICE	08/10/2026	26.00
	4816	SHREDDING SERVICE	08/10/2026	25.99
Total STONEHOUSE DATA SOLUTIONS LLC:				259.98
SYSTEMS GRAPHICS INC				
ADVANCED INFO SYSTEMS	17088	OUTSOURCE BILLS	08/04/2026	15.22
ADVANCED INFO SYSTEMS	17088	OUTSOURCE BILLS	08/04/2026	96.38
ADVANCED INFO SYSTEMS	17088	OUTSOURCE BILLS	08/04/2026	86.24
ADVANCED INFO SYSTEMS	17088	OUTSOURCE BILLS	08/04/2026	86.24

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
ADVANCED INFO SYSTEMS	17088	OUTSOURCE BILLS	08/04/2026	111.60
ADVANCED INFO SYSTEMS	17088	OUTSOURCE BILLS	08/04/2026	111.60
ADVANCED INFO SYSTEMS	17091	OUTSOURCE BILLS	08/04/2026	7.65
ADVANCED INFO SYSTEMS	17091	OUTSOURCE BILLS	08/04/2026	48.46
ADVANCED INFO SYSTEMS	17091	OUTSOURCE BILLS	08/04/2026	43.36
ADVANCED INFO SYSTEMS	17091	OUTSOURCE BILLS	08/04/2026	43.36
ADVANCED INFO SYSTEMS	17091	OUTSOURCE BILLS	08/04/2026	56.11
ADVANCED INFO SYSTEMS	17091	OUTSOURCE BILLS	08/04/2026	56.12
Total SYSTEMS GRAPHICS INC:				762.34
THOMSON REUTERS - WEST				
	853921700	CLEAR INVESTIGATIONS MONTHLY FEE	08/01/2026	212.96
Total THOMSON REUTERS - WEST:				212.96
TRANSOURCE TRUCK & EQUIPMENT INC				
	49P2525	G10	07/30/2026	1,072.30
	49P2546	G10	08/03/2026	1,210.28
Total TRANSOURCE TRUCK & EQUIPMENT INC:				2,282.58
UNUM LIFE INSURANCE - LIFE				
	81026	PREMIUM - AUG 2026	08/10/2026	388.68
Total UNUM LIFE INSURANCE - LIFE:				388.68
WESTERN EMULSIONS INC				
	90024914	CHIP OIL 2026	07/27/2026	56,900.25
	90025053	CHIP OIL 2026	07/28/2026	28,330.50
	90025353	CHIP SEAL OIL	07/30/2026	28,099.50
	90025678	CHIP OIL 2026	08/02/2026	28,833.75
	90025679	CHIP OIL 2026	08/03/2026	28,891.50
	90025817	CHIP OIL 2026	08/04/2026	28,149.00
	90025944	CHIP OIL 2026	08/05/2026	19,824.75
	90026215	CHIP OIL 2026	08/07/2026	3,440.25
	920025212	CHIP SEAL OIL	07/29/2026	28,710.00
Total WESTERN EMULSIONS INC:				251,179.50
WESTERN UNITED ELECTRIC SUPPLY				
	6180692	STREET LIGHT POLE/ARM	08/04/2026	20,598.00
Total WESTERN UNITED ELECTRIC SUPPLY:				20,598.00
WHITE INK LLC				
	600732	SCORE CARDS	07/23/2026	366.00
Total WHITE INK LLC:				366.00
WOLFF INDUSTRIES, INC				
KEELE SANITATION	840388	PORTABLE RESTROOMS	07/31/2026	225.00
Total WOLFF INDUSTRIES, INC:				225.00
WYOMING CHILD SUPPORT				
	73126	Garnishment Remittance # 227551	07/31/2026	323.07

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total WYOMING CHILD SUPPORT:				323.07
WYOMING DEPARTMENT OF TRANSPORTATION				
WYDOT FINANCIAL SERVICES	3.1665.15	REFUND CREDIT BALANCE	06/23/2026	82.11
Total WYOMING DEPARTMENT OF TRANSPORTATION:				82.11
WYOMING DEPARTMENT OF WORKFORCE SERVICES				
	72826	EMPLOYEE 1574	07/28/2026	53.14
	72826	EMPLOYEE 1574	07/28/2026	1.64
	72826	EMPLOYEE 1610	07/28/2026	23.65
	72826	EMPLOYEE 1610	07/28/2026	127.71
	72826	EMPLOYEE 1610	07/28/2026	9.46
	72826	EMPLOYEE 1610	07/28/2026	104.06
	72826	EMPLOYEE 1610	07/28/2026	104.06
	72826	EMPLOYEE 1610	07/28/2026	104.06
	72826	EMPLOYEE 1565	07/28/2026	847.00
	72826	EMPLOYEE 1565	07/28/2026	847.00
WORKERS COMPENSATION DIV	8126	CONTRIBUTIONS	08/01/2026	22,235.60
WORKERS COMPENSATION DIV	8126	VOLUNTEERS PD	08/01/2026	16.76
WORKERS COMPENSATION DIV	8126	VOLUNTEERS REC - YOUTH PROGRAMS	08/01/2026	11.18
Total WYOMING DEPARTMENT OF WORKFORCE SERVICES:				24,485.32
WYOMING MUNICIPAL POWER AGENCY				
	20260701	ENERGY	08/10/2026	438,844.86
	20260701	DEMAND	08/10/2026	588,658.08
	20260701	NCP DEMAND	08/10/2026	79,903.76
Total WYOMING MUNICIPAL POWER AGENCY:				1,107,406.70
WYOMING RETIREMENT SYSTEM				
	81126	286660 CONTRIBUTIONS	08/11/2026	38,924.74
	81126	286659 CONTRIBUTIONS	08/11/2026	101,321.47
	81126	286658 CONTRIBUTIONS	08/11/2026	67,317.11
Total WYOMING RETIREMENT SYSTEM:				207,563.32
Grand Totals:				2,265,613.16
Payroll				402,685.12
				2,668,298.28

Report Criteria:

Detail report.
Invoices with totals above \$0 included.
Paid and unpaid invoices included.
Invoice Detail.Input date = 08/11/2026
Invoice.Batch = {NOT LIKE} "1"

AGENDA ITEM SUMMARY REPORT

Approve Letter of Comment to Board of County Commissioners Re: Kardos SS-292 Amended Plat and Sulphur Spring MS-97

PROPOSED ACTION:

Approve comment letter to the Park County Commissioners regarding the Kardos SS-292 Amended Plat and Sulphur Spring MS-97

SUMMARY OF INFORMATION:

Background

In September 2023, the Park County Board of Commissioners approved the Final Plat for Kardos SS-292, a two-lot subdivision located immediately southwest of the Cody city limits near the terminus of Pauley Avenue. The plat incorporated a condition requiring that any further subdivision of the remainder parcel establish a 60.00-foot-wide access and utility easement along Pauley Avenue or an alternative route. This condition arose from recommendations by the County Engineer regarding right-of-way requirements and the City of Cody, which recommended a 60-foot public right-of-way due to the property's location within the future expansion area of the Cody Master Plan.

The subdivider is currently advancing plans to subdivide the remainder parcel through the proposed Sulphur Spring MS-97 subdivision. However, efforts to secure the mandated 60-foot easement along Pauley Avenue, as well as an alternative backup plan along Agua Via, were unsuccessful. The developer was only able to obtain a 40-foot easement across the property to the east that connects to Highway 291. Because the original plat condition cannot be satisfied, the developer has submitted an application to amend the Kardos SS plat to remove the easement requirement so that the Sulphur Spring MS-97 subdivision may proceed.

Statutory Context and Request for Comments

Under Wyoming Statute W.S. 34-12-10(b), the board of county commissioners is required to solicit feedback from the governing body of any city or town within one mile of a proposed plat regarding potential impacts on municipal infrastructure or development plans. Furthermore, W.S. 18-5-202(b) establishes that plats located adjacent to or within one mile of city boundaries require joint approval from both the county commissioners and the city governing body, unless the land is already regulated under an adopted comprehensive plan. ***Since Park County has adopted its own comprehensive plan (the Park County Land Use Plan), formal approval from the city is not statutorily required for recording the plat. While the County must solicit comment from the City, statute does not require the County to impose any conditions of***

approval based on the City's recommendations.

Nonetheless, in compliance with statutory protocols, the County is formally requesting that the governing body of the City of Cody provide its comments regarding both the proposed Sulphur Spring MS-97 subdivision and the application to remove the easement condition from the Kardos SS plat.

Staff Analysis

The Expansion Area Map in the Cody Master Plan designates this property as a future annexation zone. While the master plan's Future Land Use Map does not explicitly assign a specific designation to this site, it classifies adjacent future annexation lands as low-density residential, which is appropriate for this property. The master plan defines low-density residential land use as targeting 2 to 4 single-family dwelling units per acre, with potential allowances for duplexes and limited townhouse developments.

If the county approves the Kardos SS-292 plat amendment and the Sulphur Spring MS-97 subdivision is granted, the combined area will yield five lots total: four lots of approximately 7.7 acres and one 19.63-acre lot. Under current county regulations, a maximum of three dwellings (one primary and two accessory units) may be constructed on each lot, resulting in a total of 15 dwelling units across the 50-acre development. This represents a density of 0.3 dwelling units per acre, which remains well below the low-density residential target outlined in the master plan.

Pauley Avenue is classified as an existing rural street under the Master Street Plan, and this indicates the existing width meets the city rural street classification. In the event of future annexation, the city will require the street to be constructed to city standards, which will include paving. While ideally, 60' of easement along the entire length of Pauley Avenue would be in place to accommodate more dense future development, the city master street plan does allow for deviation to lane and parking widths as needed depending on existing on-the-ground conditions. The city will review and make those determinations should annexation and further development be proposed.

Staff Recommendation

Staff has prepared the attached letter for your consideration as comment to the Board of County Commissioners regarding the amended plat of Kardos SS-292 and the proposed Sulphur Spring MS-97.

FISCAL IMPACT:

None

ATTACHMENTS:

1. Letter of Comment

2. 20231005_2023-4139_Kardos SS-292 Q-33
3. 20260429 Sketch Plan_ Sulphur Spring MS-97
4. 20220907 City of Cody Response_Kardos SS-292
5. 20260519 City of Cody response_ Sulphur Spring MS-97



August 18, 2026

Board of County Commissioners
Park County Courthouse
1002 Sheridan Avenue
Cody, WY 82414

RE: Comment regarding the proposed Kardos SS-292
Amended Plat and Sulphur Spring MS-97

Dear Park County Commissioners:

The City has completed its review of the requested plat amendment for Kardos SS-292 and the proposed Sulphur Spring MS-97 subdivision, which are located adjacent to the City of Cody municipal boundary. We offer the following comments regarding the statutory criteria applicable to the City for your evaluation of these plats:

- (i) *Is the plat consistent with any applicable city and county land use or comprehensive plan;*
The plats are consistent with the Cody Master Plan regarding density and land use.
- (ii) *Conforms to any adopted street plan of the city, town or county;*
Pauley Avenue is classified as an existing rural street under the Master Street Plan, and this indicates the existing width is adequate to be constructed to the city rural street classification. In the event of future annexation, the city will require the street to be constructed to city standards, which will include paving. While ideally, 60' of easement along the entire length of Pauley Avenue would be in place to accommodate more dense future development, the city master street plan does allow for deviation to lane and parking widths as needed depending on existing on-the-ground conditions. The city will review and make those determinations should annexation and further development be proposed.
- (iii) *Contains all areas for streets, roads and alleys that are dedicated rights-of-way;*
The access and utility easements on the plat(s) are adequate for future dedicated rights-of-way, should the property be annexed into the city at a future time.
- (iv) *Contains dedicated easements for all existing and proposed utilities; and*
The easements are adequate for all existing and proposed utilities.

Lee Ann Reiter
MAYOR

Jeremy A. Laing
Tim McIsaac
Joanna Settineri
Don F. Shreve, Jr.
Emily Swett
Kelly Tamblyn
COUNCILMEMBERS

Thomas P. Keegan
MUNICIPAL JUDGE

Tony Tolstedt
CITY ADMINISTRATOR

1338 Rumsey Ave
Cody, WY 82414-3713

PO Box 2200
Cody, WY 82414-2200

(307) 527-7511
PHONE

(307) 527-6532
FAX

Thank you for the opportunity to provide comment.

Sincerely,

Lee Ann Reiter
Mayor

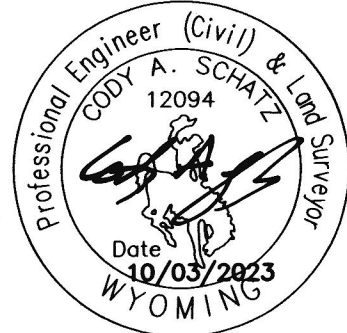
SUBDIVISION PLATTING CONDITIONS

1. RIGHT-OF-WAY: THE RIGHT-OF-WAY FOR INGRESS AND EGRESS FOR SERVICE AND EMERGENCY VEHICLES IS GRANTED OVER, ACROSS, ON, AND THROUGH ANY AND ALL PRIVATE ROADS AND DRIVES NOW OR HEREINAFTER ESTABLISHED.
2. MINERAL ESTATE: THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO THE FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE.
3. AGRICULTURE: THIS PROPERTY IS IN AN AREA OF HISTORIC AGRICULTURAL USE. THIS USE IS PRESERVED BY THE WYOMING RIGHT TO FARM AND RANCH ACT OF 1991. (W.S. §11-44-101 THROUGH 103). HISTORIC AGRICULTURAL USE MAY CAUSE NOISE, ODORS, DUST, FLEES AND OTHER FACTORS THAT ARE CONSEQUENCES OF ACCEPTED AGRICULTURAL PRACTICES. THIS SUBDIVISION AND ITS LOTS AND NEIGHBORING LANDS ARE LOCATED IN AN AREA THAT HAS BEEN USED HISTORICALLY FOR FLOOD IRRIGATED CROP PRODUCTION. HISTORIC FARMING PRACTICES (INCLUDING FLOOD IRRIGATION OF CROPS AND THE USE OF DITCHES TO MOVE WATER) MAY CAUSE A SIGNIFICANT RISE IN THE WATER TABLE IN THE AREA. THE WATER TABLE IN THE AREA MAY RISE DRAMATICALLY DURING IRRIGATION SEASON. PURCHASERS OF SUBDIVISION LOTS SHOULD MAKE THIS FACTOR AN IMPORTANT CONSIDERATION WHEN BUILDINGS ARE CONSTRUCTED ON SUBDIVISION LOTS.
4. FURTHER SUBDIVISION OF THE REMAINDER PARCEL WILL REQUIRE THE ESTABLISHMENT OF A 60.00-FOOT-WIDE ACCESS & UTILITY EASEMENT ALONG PAULEY AVENUE OR AN ALTERNATIVE ACCESS.

CERTIFICATE OF SURVEYOR

STATE OF WYOMING } SS.
COUNTY OF PARK

I, CODY A. SCHATZ, OF ENGINEERING ASSOCIATES IN CODY, WYOMING, A DULY REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY CERTIFY AS FOLLOWS:



CODY A. SCHATZ, PE & LS 12094
DATE: 10/03/2023

BETWEEN APRIL OF 2022 TO JULY OF 2023, KARDOS SS-292 SHOWN HEREON WAS SURVEYED BY ME AND OTHERS UNDER MY DIRECTION. THE LAND SURVEYED IS CORRECTLY DESCRIBED IN THE OWNER'S CERTIFICATE OF DEDICATION AND THE SUBDIVISION THEREOF IS CORRECTLY SHOWN ON THIS PLAT WHICH IS DRAWN TO THE SCALE INDICATED. I AM FAMILIAR WITH THE PARK COUNTY SUBDIVISION REGULATIONS AND BELIEVE THIS SUBDIVISION COMPLIES WITH THEM TO THE BEST OF MY KNOWLEDGE.

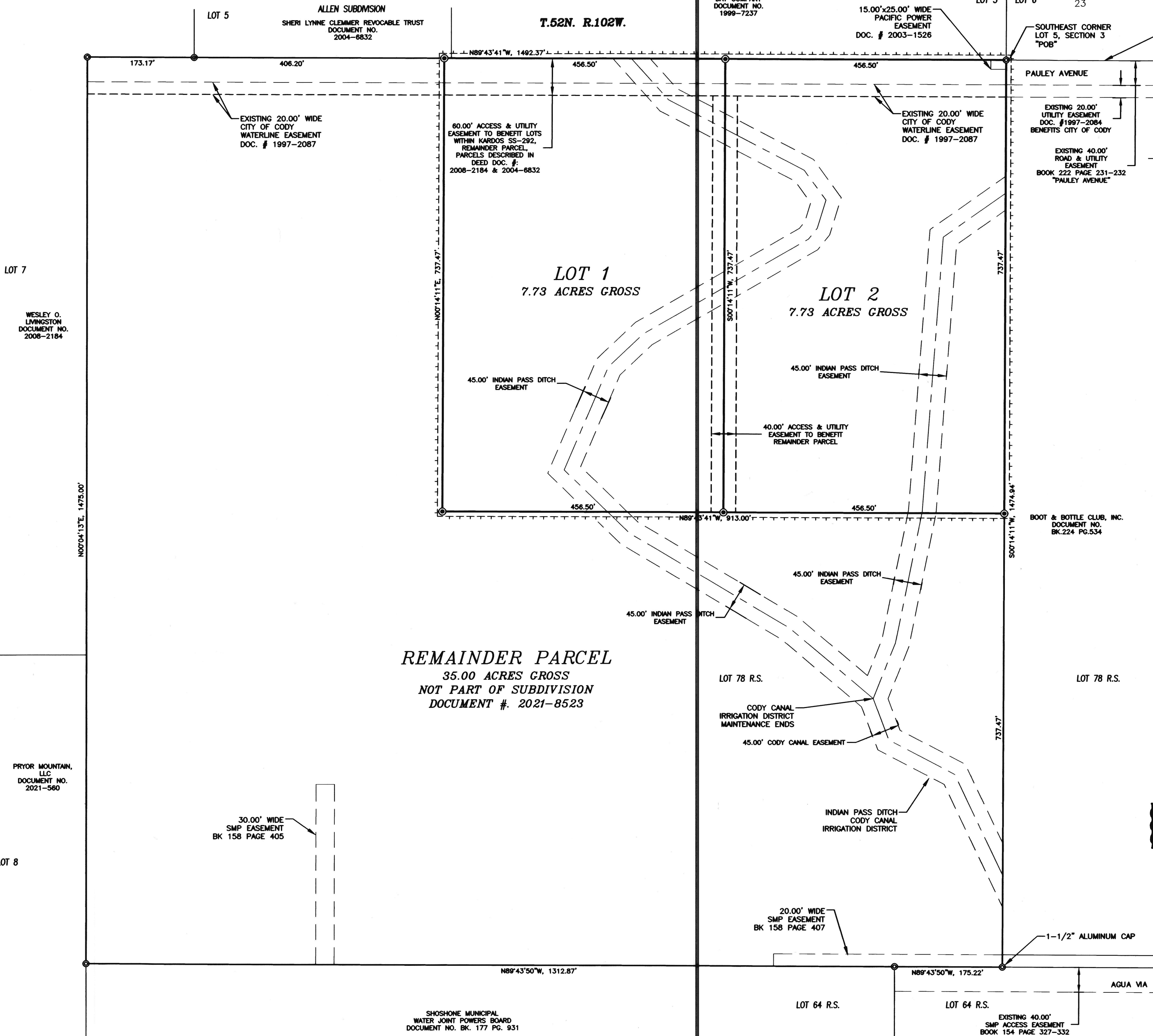
NO WATER ANALYSIS WAS CONDUCTED AND THE AVAILABILITY AND QUALITY OF POTABLE WATER IS UNKNOWN. CISTERNS MAY BE REQUIRED.
NO PROPOSED CENTRALIZED SEWAGE DISPOSAL SYSTEM. NO PUBLIC MAINTENANCE OF SPECIFIED STREETS OR ROADS.

NOTES

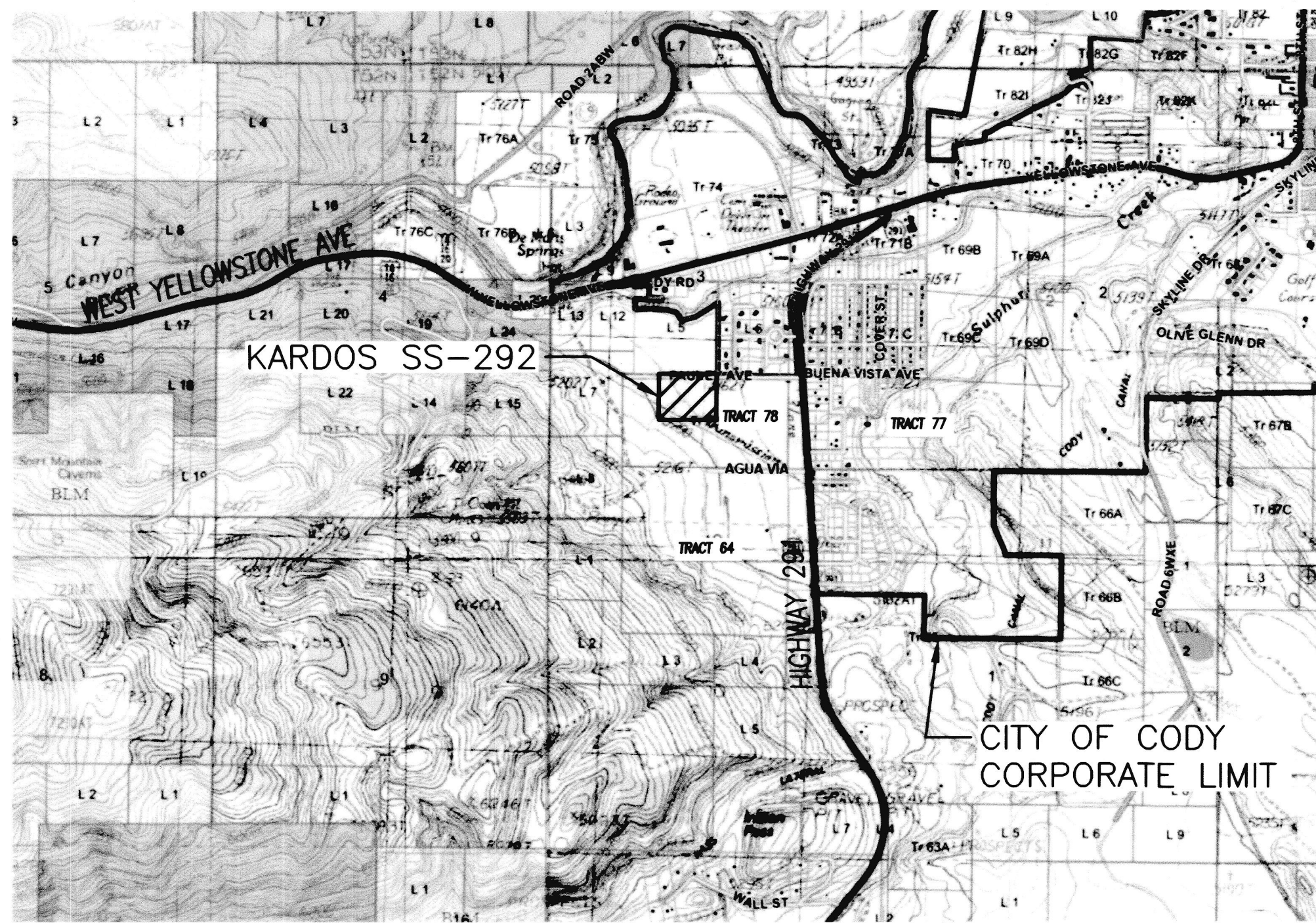
1. TOTAL GROSS ACREAGE OF KARDOS SS-292 IS 15.46 ACRES.
2. FUTURE USE OF LOTS IS INTENDED TO BE RESIDENTIAL. THE HOMEOWNERS ASSOCIATION ESTABLISHED FOR THIS SUBDIVISION HAS RESPONSIBILITY FOR ACCESS TO LOTS ALONG PAULEY AVENUE. FAILURE TO ADEQUATELY MAINTAIN MAY RESULT IN A LIEN ON LOTS AFFECTED.
3. ANY PROPOSED WATER WELLS ON THESE SUBDIVISION LOTS SHALL BE PERMITTED BY THE WYOMING STATE ENGINEER'S OFFICE PRIOR TO INSTALLATION.
4. THE REMAINDER PARCEL AND LOTS WITHIN KARDOS SS-292 MUST COMPLY WITH THE CODY CANAL IRRIGATION DISTRICT BYLAWS AND RULES AND REGULATIONS, AS AMENDED, WHICH INCLUDES GATES/FENCING REQUIREMENTS. SEE DOCUMENTS 2020-1363 & 2023-2426, AND LATER AMENDMENTS. DURING THE CODY CANAL AUGUST 10, 2023 MEETING, IT WAS VOTED AND APPROVED TO REDUCE THE RIGHT-OF-WAY OF CODY CANAL FROM 75.00' WIDE EASEMENT TO A 45.00' WIDE EASEMENT. SAID EASEMENT IS MEASURED FROM CENTERLINE 35.00' TO THE EAST AND 10.00' TO THE WEST.
5. FOR THE PORTIONS OF THE INDIAN PASS DITCH WITHIN THE REMAINDER PARCEL AND LOTS WITHIN KARDOS SS-292 MUST COMPLY WITH THE CODY CANAL IRRIGATION DISTRICT BYLAWS AND RULES AND REGULATIONS, AS AMENDED, WHICH INCLUDES GATES/FENCING REQUIREMENTS. SEE DOCUMENTS 2020-1363 & 2023-2426, AND LATER AMENDMENTS. DURING THE AUGUST 19, 2023 MEETING, IT WAS VOTED AND APPROVED TO REDUCE THE RIGHT-OF-WAY OF INDIAN PASS DITCH FROM 75.00' WIDE EASEMENT TO A 45.00' WIDE EASEMENT. SAID EASEMENT IS MEASURED FROM CENTERLINE 35.00' TO THE EAST AND 10.00' TO THE WEST.

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE GEODETIC MERIDIAN THROUGH THE SOUTHEAST CORNER OF LOT 5, SECTION 3, WHICH BEARS S00°14'11" W.



T.52N. R.102W.



LOCATION MAP

SCALE: 1" = 2000'

KARDOS SS-292

CERTIFICATE OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT I, THE UNDERSIGNED, HEREBY CERTIFY THAT I AM THE OWNER AND PROPRIETOR LANDS PLATTED HEREON AS KARDOS SS-292, AS INDICATED BY THAT DEED RECORDED IN THE OFFICE OF THE PARK COUNTY CLERK AS DOCUMENT #2021-8523;

DO DEDICATE THOSE PORTIONS SHOWN HERE ON AS KARDOS SS-292, BEING LOCATED WITHIN LOT 78, RESURVEY TOWNSHIP 52 NORTH, RANGE 102 WEST, 6TH P.M., PARK COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 5, SECTION 3, TOWNSHIP 52 NORTH, RANGE 102 WEST, FROM WHICH A 3.25" BRASS CAP MARKING THE NORTHWEST CORNER OF SAID LOT 78 BEARS N.89°43'41"W, 1492.37' FEET, THENCE S.00°14'11"W, 737.47' FEET, THENCE N.89°43'41"W, 913.00' FEET, THENCE N.00°14'11"E, 737.47' FEET, THENCE S.89°43'41"E, 913.00' FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID SUBDIVISION CONTAINS 15.46 ACRES GROSS.

SUBJECT TO ALL PATENTS, EASEMENTS, RIGHTS-OF-WAYS, RESERVATIONS, ZONING RESTRICTIONS, COVENANTS AND ANY OTHER MATTER OF PUBLIC RECORD OR OTHERWISE ESTABLISHED; ALL ASSESSMENTS AND SUBSEQUENTLY ASSESSED TAXES.

THE OWNER AND PROPRIETORS HAVE BY THESE PRESENTS LAID OUT AND SURVEYED KARDOS SS-292, AND WITH THE SPECIFIC INTENT TO DO SO, DO HEREBY CREATE EASEMENTS AS LAID OUT AND FOR THE USES DESIGNATED ON THIS PLAT.

THE ABOVE SUBDIVISION AS APPEARS ON THIS PLAT, IS WITH THE FREE CONSENT, AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER AND PROPRIETOR.

OWNERS AGREEMENT AND APPROVAL:

IN CONSIDERATION OF THE BOARD OF PARK COUNTY COMMISSIONERS' DETERMINATION OF THIS DIVISION OF LAND AS A "SUBDIVISION" AND "SUBDIVIDED LAND" AS NOTED HEREON:

I HEREBY WAIVE ALL CLAIMS AGAINST PARK COUNTY FOR DAMAGE OR LOSS TO ANY PERSON AND/OR PROPERTY WHICH MAY BE CAUSED BY SUCH DETERMINATION, AND I HEREBY AGREE TO HOLD HARMLESS, INDEMNIFY, AND DEFEND PARK COUNTY IN ANY ACTION WHICH MAY ARISE IN CONNECTION WITH ANY AND ALL ERRORS, OMISSIONS OR MISTAKES IN THIS LAND SURVEY PLAT AND/OR OTHER INFORMATION WHICH I HAVE SUBMITTED IN CONNECTION WITH THIS REQUEST.

I HEREBY FURTHER ACKNOWLEDGE AND STATE UNDER OATH THAT I AM ARE THE LEGAL OWNER OF THE PROPERTY DESCRIBED HEREIN. THE SUBDIVISION OF THE KARDOS SS-292 AS APPEARS ON THIS PLAT IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER AND PROPRIETORS.

I HEREBY FURTHER AGREE THAT THIS PLAT, WHEN RECORDED IN THE OFFICE OF THE PARK COUNTY CLERK AND RECORDER, ESTABLISHES VESTED PROPERTY RIGHTS.

I HEREBY AGREE TO ABIDE BY THE CONDITIONS AND STIPULATIONS CONTAINED HEREIN, AND IN THE COMMISSIONERS RESOLUTION/SUBDIVISION PERMIT.

IN WITNESS WHEREOF, THE SAID OWNER OF THE KARDOS SS-292, NATHAN KARDOS HAS CAUSED HIS NAME HEREON TO BE SUBSCRIBED THIS 3rd DAY OF October, 2023.

Nathan Kardos
NATHAN KARDOS

STATE OF WYOMING } SS.
COUNTY OF PARK

THE FOREGOING OWNER'S CERTIFICATE WAS ACKNOWLEDGED BEFORE ME BY NATHAN KARDOS, THIS 3rd DAY OF October, 2023.

WITNESS MY HAND AND OFFICIAL SEAL.

JENNIFER L. CRAMER
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 152780
MY COMMISSION EXPIRES: 06/12/2029

Jennifer L. Cramer
NOTARY PUBLIC
MY COMMISSION EXPIRES: August 12, 2029

LEGEND

- ⊙ FOUND 3.25" BRASS CAP, OTHERWISE NOTED
- ⊙ SET 2" ALUMINUM CAP ON 5/8" x 24" REBAR

KARDOS SS-292 BOUNDARY
SUBJECT PARCEL
EASEMENTS DEDICATED BY THIS PLAT
EXISTING EASEMENTS
EXISTING CENTERLINE CODY CANAL / INDIAN PASS DITCH
PARCEL BOUNDARIES OUTSIDE OF THE SUBDIVISION
DIMENSIONS THIS SURVEY

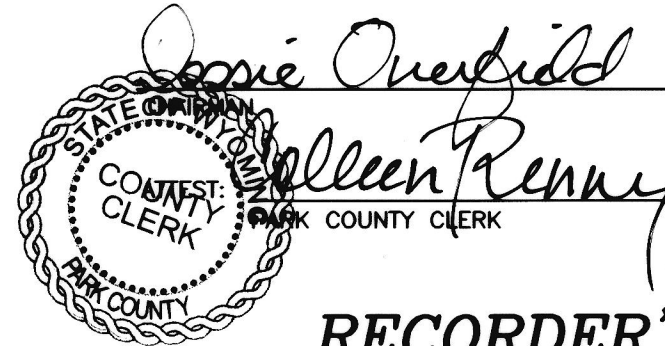
0 50 100 200
SCALE (FT)
1" = 100'

ASSOCIATED DOCUMENTS

- DISCLOSURE STATEMENT IS RECORDED AS DOCUMENT # 2023-4140
- BOARD OF COMMISSIONER'S RESOLUTION OF APPROVAL 2023-54 RECORDED AS DOCUMENT # 2023-4078
- SHARED ROAD MAINTENANCE AGREEMENT IS RECORDED AS DOCUMENT # 2023-4142
- LONG-TERM NOXIOUS WEED MANAGEMENT PLAN IS RECORDED AS DOCUMENT # 2023-4141
- AMENDED RULES AND REGULATIONS OF THE CODY CANAL IRRIGATION DISTRICT IS RECORDED AS DOCUMENT # 2020-1363 & 2023-2426

BOARD OF COUNTY COMMISSIONERS
APPROVAL & SUBDIVISION PERMIT

THIS PLAT IS HEREBY APPROVED AND THE SUBDIVISION PERMIT GRANTED BY THE BOARD OF COUNTY COMMISSIONERS OF PARK COUNTY, WYOMING THIS 19th DAY OF September, 2023.



RECORDER'S ACCEPTANCE

THIS PLAT WAS ACCEPTED FOR FILING IN THE OFFICE OF THE PARK COUNTY CLERK AND RECORDER ON THIS 5th DAY OF OCTOBER 2023, AND FILED FOR RECORD AT 2:45 PM UNDER DOCUMENT NUMBER 2023-4139 IN PLAT CABINET R AT PAGE 33.

Colleen Renner
PARK COUNTY CLERK AND RECORDER
BY: Deputy County Clerk

- FINAL PLAT OF -

KARDOS SS-292

LOCATED WITHIN

LOT 78
RESURVEY T.52N., R.102W.,
6th P.M., PARK COUNTY, WYOMING

OWNER: NATHAN KARDOS

PREPARED BY: ENGINEERING ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
902 13TH STREET
CODY, WYOMING 82414



JOB NO. 22000.41
10/03/2023

SHEET 1 OF 1

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

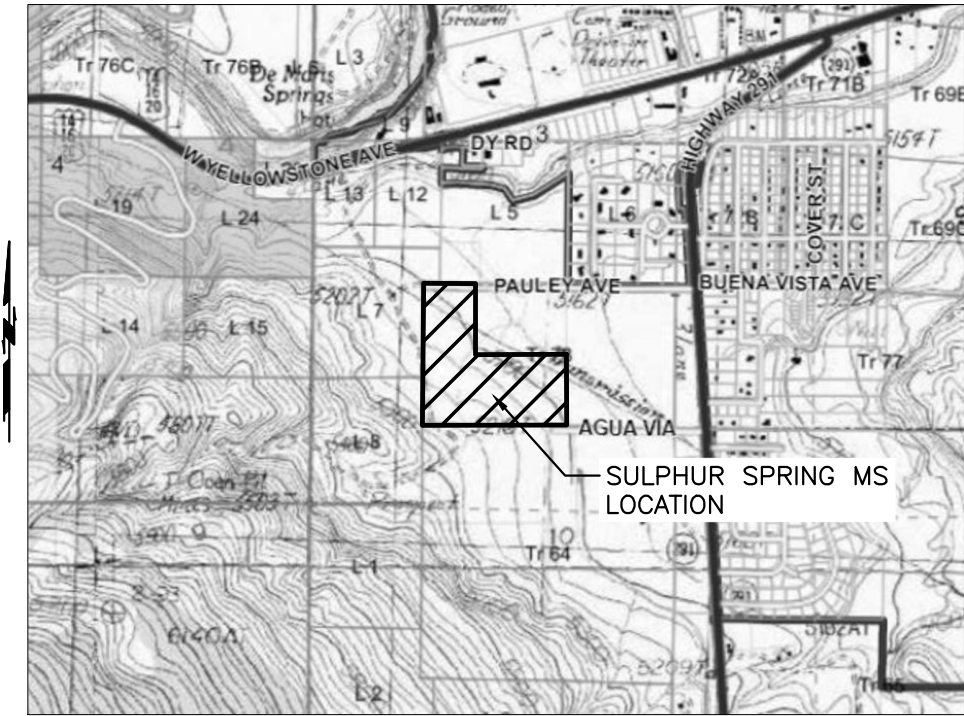
NOTES

1. TOTAL ACREAGE OF THE PROPOSED SUBDIVISION IS 35.00 ACRES. (AREAS ARE BASED ON GROSS SQUARE FOOTAGE)
2. PLANNED USE – 3 NEW SINGLE FAMILY RESIDENCES.
3. ANTICIPATED IMPROVEMENTS – 3 NEW RESIDENTIAL LOT.
4. PARK COUNTY ZONING OF PROPERTY IS GR 5 (GENERAL RURAL 5-ACRE).
5. USES OF THE UNPLATTED LANDS AROUND THE PARCEL ARE MIXED WITH RESIDENTIAL, VACANT LAND, COMMERCIAL, EXEMPT AND AGRICULTURAL.
6. PROPOSED ON-SITE SEPTIC SYSTEM. NO OTHER PROPOSED CENTRALIZED SEWAGE SYSTEM.
7. NO PROPOSED CENTRALIZED WATER SUPPLY SYSTEM.
8. NO NEW ROADS WILL BE CREATED BY THIS SUBDIVISION.
9. ACCESS TO LOTS WILL BE FROM PAULEY AVENUE OR A SHARED DRIVEWAY TO LOTS 2 AND 3.
10. NO KNOWN INFORMATION CONCERNING LANDSLIDES, STEEP SLOPES, ROCK FALLS, POLLUTED OR ON-POTABLE WATER SUPPLY, HIGH VOLTAGE LINES, HIGH PRESSURE GAS LINES, DANGER FROM FIRE OR EXPLOSION OR OTHER HAZARDOUS FEATURES ON THE PROPERTY.

UTILITIES

1. ROCKY MOUNTAIN POWER
2. CELLULAR PHONE SERVICE
3. CISTERNS
4. NO IRRIGATION – INDIAN PASS DITCH
5. PRIVATE DISPOSAL SERVICE (GARBAGE COLLECTION)
7. TCT / SPECTRUM (COMMUNICATIONS)
8. BLACK HILLS ENERGY – LOT 2 & 3
- PROPANE – LOT 1

T.52N. R.102W.

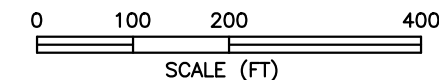


VICINITY MAP
1" = 800'

LEGEND

- ⊙ FOUND MONUMENT
- SET 2" ALUMINUM CAP ON 5/8" x 24" REBAR, UNLESS OTHERWISE NOTED.

	PROPOSED MINOR SUB. BOUNDARY
	SUBJECT PARCEL BOUNDARY
	EXISTING EASEMENT
	EXISTING OVERHEAD POWER LINE
	EXISTING UNDERGROUND POWER LINE
	EXISTING UNDERGROUND GAS LINE
	EXISTING TELEPHONE
	EXISTING TREATED WATER
	EXISTING RAW WATER – SMP LINE
	EXISTING FENCE
	EXISTING GRAVEL ROAD
	EXISTING DITCH FLOWLINE
	PROPOSED LOT LINES
	MEASURED DIMENSIONS, THIS SURVEY
	SURFACE FLOW DIRECTION



SKETCH PLAN OF SULPHUR SPRING MS-97

WITHIN RESURVEY LOT 78
T.52N., R.102W., 6TH P.M.,
PARK COUNTY, WYOMING

PREPARED BY: ENGINEERING ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
902 13TH STREET
CODY, WYOMING 82414



JOB NO. 26014.00
04/28/2026
F.B. NO. 589

P:\2026\Cody 26000.00 - 26099.00\26014.00 Kardos Minor Sub - Cody\ACAD\26014.00 Kardos MS Base.dwg

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

Jennifer Cramer

From: Todd Stowell <todds@codywy.gov>
Sent: Wednesday, September 7, 2022 11:29 AM
To: Jennifer Cramer
Cc: Phillip Bowman
Subject: Re: Agency Notice - Kardos SS-292

CAUTION: This email originated from outside of Park County Government.

To provide options for additional future development and associated street and utility improvements, I would suggest the County require dedication of a 60-foot wide public right-of-way for Pauley Avenue along the full length of the property. The road would remain a private road within the public right-of-way at this time.
Thanks,

Todd Stowell, AICP
Community Development Director/City Planner
City of Cody, Wyoming
(307) 527-3472
www.codywy.gov

Community Development Office Hours
7:30-5:00 Monday-Thursday, 7:30-11:30 Friday

On Wed, Sep 7, 2022 at 8:55 AM Jennifer Cramer <Jennifer.Cramer@parkcounty-wy.gov> wrote:

Good Morning,

Attached is an application sketch plan for a proposed Simple Subdivision. Nathan Kardos is proposing to create two 7.73-acre lots from a 50.46-acre parcel, leaving a 35-acre remainder parcel. The property is located immediately southwest of the Cody city limits, west of State Highway 291 and south of Pauley Avenue. The property is situated in the west portion of Lot 78, Resurvey, T52N, R102W, of the 6th P.M., Park County, Wyoming. A Zoning Map Amendment was approved by the Board of County Commissioners on September 6, 2022, effectively re-zoning this property to GR-5.

The Property Tax Identification Number of this parcel is 06520207800004.

This simple subdivision application is scheduled to be heard by the Planning & Zoning Commission on Wednesday, September 21st. If possible, please send any comments or concerns by Tuesday, September 13th by [replying to both Kim Dillivan and Jenny Cramer at:](#)

kim.dillivan@parkcounty-wy.gov

jennifer.cramer@parkcounty-wy.gov

If you have already provided your response, thank you and please disregard this request!

Thank you!

Jenny Cramer

Planner I

Park County Planning & Zoning

1002 Sheridan Avenue, Suite 109

Cody, WY 82414

Phone: 307-527-8540

Fax: 307-527-8515

Email: jennifer.cramer@parkcounty-wy.gov

Website: www.parkcounty-wy.gov

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

From: [Jenny Cramer](#)
To: [Erika Decker](#)
Cc: [Phillip Bowman](#); [Kris Bruxvoort](#)
Subject: Re: Agency Notice - Sulphur Spring MS-97
Date: Tuesday, May 19, 2026 1:46:00 PM
Attachments: [20260429 Sketch Plan _Sulphur Spring MS-97.pdf](#)
[20260415 APPLICATION _Sulphur Spring MS-97.pdf](#)

CAUTION: This email originated from outside of Park County Government.

Dear Erika,

The subject property is designated in the City Master Plan as a future annexation area. Ideally, a 60-foot right-of-way would be obtained along the entire length of Pauley Avenue to accommodate future annexation and development. However, if the property owners to the east are unwilling to negotiate additional right-of-way for access and utilities, our hands are tied. Please note that if these properties are annexed in the future, a reduced right-of-way may complicate the extension of city services and require variances or special exemptions from city development standards for further development.

I have no further comments or concerns at this time. I have copied Public Works Director Phillip Bowman in case he has additional input.

Best regards,

Jenny Cramer

On Fri, May 1, 2026 at 2:07 PM Erika Decker <Erika.Decker@parkcounty-wy.gov> wrote:

Good afternoon,

Attached please find an application and sketch plan for Sulphur Spring MS-97. Nathan Kardos (applicant/landowner) is proposing to create a three-lot subdivision comprised of one 19.63-acre lot, one 7.71-acre lot and one 7.66-acre lot, for residential use, from an existing 35.00-acre parcel. The proposed subdivision is approximately 900 feet west of Cody city limits, west of State Highway 291 and south of Pauley Avenue. The property has an address of 498 Pauley Ave, Cody, and is located in a General Rural 5-Acre (GR-5) zoning district in the Cody Local Planning Area. The proposed subdivision is located within Lot 78, Resurvey, T52N, R102W of the 6th P.M., Park County, WY.

The property Tax Identification Number is 06520207800005

Here is a link to the property on the Park County MapServer: [Park County, Wyoming, MapServer](#)

This subdivision is scheduled to be heard by the Planning & Zoning Commission on May 20th, and if possible, please send any comments or concerns by Friday May 8th by *replying*

to Erika.Decker@parkcounty-wy.gov

Thank you!

Erika Decker

Planner II

Park County Planning & Zoning

1002 Sheridan Avenue, Suite 109

Cody, WY 82414

Phone: 307-527-8540

Fax: 307-527-8515

Email: Erika.Decker@parkcounty-wy.gov

Website: www.parkcounty-wy.gov

--

Jenny Cramer

City Planner

City of Cody

PO Box 2200

1338 Rumsey Ave.

Cody, WY 82414

Phone: (307) 527-3475

Fax: (307) 527-6532

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

Meeting Date: August 18, 2026 Department: Administrative Services Staff Reference: Tina Gail

AGENDA ITEM SUMMARY REPORT

Cody Public Art Committee Agreement for Conceptual Design Development

PROPOSED ACTION:

Request City Council to approve the conceptual design agreement, pending forthcoming signatures from Artists' and the Mayor, for the Cody Public Art Committee (CPAC) Mural Project and enter into agreements with final 3 selected artists: Elyssa Leininger, Hilary Williams, and Autumn Hnilicka.

SUMMARY OF INFORMATION:

CPAC has received a grant from Wyoming Cultural Trust Fund and is moving forward to the next step in the mural installation project located on the west wall of Seidel's Saddlery (1200 Sheridan Avenue). CPAC released an RFQ on July 8, 2026, and received 19 submissions through the artist call. CPAC has selected 3 artists who will submit a conceptual design to the CPAC committee for final selection.

FISCAL IMPACT:

The mural is estimated to cost 18,100. CPAC has received a grant for this project from the Wyoming Cultural Trust Fund for \$9,000. The remainder of the funds will be paid for by the Cody Public Art Committee.

ATTACHMENTS:

1. Conceptual Design Agreement Seidels Saddlery

Agreement for Conceptual Design Development Cody Public Art Committee Mural Project

This agreement for Conceptual Design Development is made and entered into this [DATE] between the City of Cody, a municipal corporation (CITY) and [ARTIST], ("Artist(s)"). (CITY and the Artist(s) are sometimes referred to herein as the "Parties"). This agreement and all schedules incorporated by reference hereto, shall hereinafter be referred to as "Agreement".

WHEREAS, CITY, through the Cody Public Art Committee (CPAC), a City appointed committee, is administering a call for public art at [1200 Sheridan Avenue, Cody WY (West Wall) ("Site")];

WHEREAS, CPAC worked with a Selection Committee to determine a short finalist list of artists to develop Conceptual Designs (sometimes referred to herein as "proposal") to be installed at the Site;

and WHEREAS, Artist is a finalist for the project at the Site and is in the business of creating original works of art.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Scope of Services. Artist shall provide a proposal as set forth in Schedule A, which is hereby incorporated by reference into this Agreement.
2. Schedule of Performance. Artist shall adhere to the timeline as set forth in Schedule A.
3. Compensation. CITY agrees to pay Artist \$400.00 dollars to develop the proposal. CITY will make payment within thirty (30) days after receipt of proposal from the Artist, and receipt of an invoice from the Artist.
4. Representations and Warranties. Artist(s) represents and warrants that the Services rendered pursuant to this Agreement shall result in an original design that does not infringe on any third-party intellectual property rights. CPAC shall make available for Artist(s)' examination and use all applicable information regarding the Site, including but not limited to: plans, specifications, reports, narratives, publications, statistics, records, and other information pertinent to Artist(s)' performance under this Agreement. If CITY selects ARTIST'S work to display, ARTIST hereby grants to CITY a license to display the work created by the ARTIST pursuant to this Agreement. ARTIST understands that CITY will arrange for the display of the ARTIST'S work on a building or structure in Cody, Wyoming, and ARTIST consents to the CITY arranging for and negotiating the terms of the display, and consents to the display of the work pursuant to those terms. CITY anticipates, but does not guarantee, that the ARTIST'S work would be displayed for a term of at least five years. CITY reserves the exclusive right to select or reject the works which it will display, and CITY makes no promises, representations, covenants or guarantees that ARTIST'S proposal will be selected or displayed.
5. Intellectual Property. Artist(s) retains all copyrights and other intellectual property interests in

the proposal and in any plans, drawings, renderings, schematics, design studies and models and the like prepared by Artist(s) in connection with this Agreement. It is specifically understood that given the Artist(s) retention of all intellectual property rights, in the event the CPAC elects not to proceed with Artist(s) in the further development of the proposal, CPAC does not have the right to take the Conceptual Design or Narrative to a third party for further development, including but not limited to fabrication and/or installation.

6. Artist(s) agrees to indemnify and hold harmless the City of Cody, Wyoming, CPAC, its officers, agents, employees, elected and appointed officials, successors and assigns from any and all claims and suits arising or resulting from breach by Artist(s) or any contractual obligations set forth in this Agreement including, but not limited to, Artist(s)' warranties set forth in Section 4 of this

Agreement. ARTIST waives any and all rights to any claims of any kind against CITY for damages of any kind, including, but not limited to claims for property damage, personal injury or death arising under this Agreement.

7. Independent Contractor. Artist(s) is furnishing their services hereunder as an independent contractor, and nothing herein creates any association, partnership or joint venture between the Parties hereto or any employer-employee relationship.

8. Termination. Either party may terminate this Agreement with or without cause upon thirty (30) days' written notice to the other party delivered by certified mail or in person. Termination of this Agreement for any cause or for convenience shall be without prejudice to any obligations or liabilities either party accrued prior to or because of such termination. CPAC shall be liable under the payment provisions of this Agreement only for payment of services rendered before the date of the receipt of termination notice. In the event of a breach, the non-breaching party may terminate this Agreement upon ten (10) days' written notice to the other, if the breaching party is in material breach of this Agreement and fails to cure the breach before the end of the ten (10) day notice period.

9. Force Majeure. The Parties will be excused from performing under this Agreement if performance is prevented by a condition beyond control of the Parties such as acts of God, war, civil insurrection, government action or public emergency (but only for as long as such unforeseen occurrences exist). Both Parties will take all reasonable steps to assure performance of their contractual obligation when the unforeseen occurrences have ceased to exist, but resumption of performance will be subject to negotiation between the Parties if more than six (6) months has passed since either suspension of obligations under this Agreement or substantially changed circumstances.

10. Non-assignability. Artist(s) shall not assign, transfer or subcontract the creative and artist portions of the Services to another party without prior written consent of CITY.

11. Severability. Each paragraph and provision of this Agreement is severable from the entire Agreement, and if any provision is declared invalid, the remaining provision will remain in effect.

12. Governing Law /Venue. This Agreement and all mandates arising out of or relating to this Agreement will be construed and enforced according to the laws of the State of Wyoming.

13. Entire Agreement. This Agreement, together with Schedule A, constitute the entire agreement between the Parties and superseded all previous agreement in this matter. There are no other written or oral agreements, representations or understandings with respect to the subject matter of this Agreement. Except as otherwise incorporated into this Agreement, no other document provides terms for the Agreement or is incorporated by inference. This Agreement and its terms may be amended, modified, or waived only by written agreement, signed by both Parties.

14. Compliance With Laws. Artist(s) agrees to comply with all applicable federal, state and local laws in the conduct of the work hereunder.

15. GOVERNMENTAL IMMUNITY. CITY and CPAC do not waive their right to assert immunity as a defense to any action arising under this MOU, and expressly reserve the right to assert immunity as a defense to any action arising under this MOU. CITY and CPAC reserve the right to assert any and all defenses, limitations and immunities under the Wyoming Governmental Claims Act in response to any action.

ACCEPTED AND AGREED AS OF THE DATE FIRST SHOWN

CITY OF CODY

signature

DATE: _____

ARTIST(S)
[ARTIST NAME]

signature

DATE: _____

SCHEDULE A: Services + Timeline

Services

Artist(s) will submit a proposal including a Conceptual Design for an Artwork and a Narrative for an Artwork at 1200 Sheridan Ave, Cody WY (West Wall) for review by August 28, 2026.

Materials should be emailed to codypublicart@gmail.com. Questions may be directed to Maggie Tranas (307) 527-3484.

Artist is to submit a Conceptual Design: drawing, painting, or digital rendering. The design must be submitted as a JPEG.

The Narrative for the Artwork, limited to one page (300 words) PDF, should include:

- A brief synopsis of the artwork's intent
- Desired impact of artwork
- Relationship to project goals and Site

Timeline

August 2026

- August 18th (Tuesday) City Council to approve contracts for 3 finalists
- Week of August 31st Finalist Presentations, via in person/zoom
 - Select Artist – Prepare contract for Council Approval

September 2026

- September 8th (Tuesday) (discuss updates at work session)
- September 15th (Tuesday) Cody City Council meeting – selected artist presented
 - **Final Contract w/Artist**

October 2026

- Mural installed before October 30, 2026 if weather allows.

Meeting Date: August 18, 2026 Department: Public Works Staff Reference: Nate Morgan
--

AGENDA ITEM SUMMARY REPORT

Task Order No. 2 for Professional Services with Engineering Associates for the Aerated Lagoon Cover Replacement - Final Engineering

PROPOSED ACTION:

Consider approval of Task Order No. 2 for Professional Services with Engineering Associates for the Aerated Lagoon Cover Replacement — Final Engineering

SUMMARY OF INFORMATION:

On July 25, 2025, the City Council approved Task Order No. 1 with Engineering Associates to complete the preliminary design for the Wastewater Treatment Facility (WWTF) Floating Cover Replacement Project. This request was initiated because the existing lagoon floating cover has reached the end of its service life and is failing, making replacement necessary.

As noted in the original council packet for the preliminary design phase, staff would return to the City Council with a request to proceed with the final design phase. This agenda item fulfills that commitment.

Approval of this Task Order will authorize Engineering Associates to complete the final design of the project, including preparation of bid-ready plans and specifications. The scope of work also includes engineering support during the bidding process, such as responding to contractor questions, preparing addenda as needed, and assisting the City with the evaluation of bids.

City Staff recommends approval of Task Order No. 2, as this item was discussed with the City Council at the Work Session held on August 11, 2026. City Council approval of Task Order No. 2 is contingent upon final legal review by the City Attorney. The Mayor will be authorized to execute the agreement and approve non-material revisions, corrections, clarifications, and legal modifications necessary to finalize Task Order No. 2, provided such changes do not materially alter the scope of work, compensation, financial obligations, or policy direction approved by the City Council.

FISCAL IMPACT:

The cost of this Task Order is **\$12,500.00**. Funding for this work was included in the **2026–2027 Wastewater Capital Outlay Fund** budget.

The total budget allocated for the WWTF Floating Cover Replacement Project is **\$925,000.00**. Approval of this Task Order will authorize the expenditure for the final design phase and is consistent with the adopted project budget.

ATTACHMENTS:

1. Task Order 2 with Engineering Associates for the Lagoon Cover Replacement Final

Design

**TASK ORDER #2 OF MASTER AGREEMENT
BETWEEN THE CITY OF CODY AND ENGINEERING ASSOCIATES
DATED July 21, 2026**

TASK ORDER NAME: **City of Cody WWTF – Aerated Lagoon Cover Replacement - Final Engineering, Design, & Bidding**

1. PROJECT DESCRIPTION:

Final Engineering, Design, & Bidding for the replacement of the existing insulated cover on the primary aerated treatment cell No. 1 at the City's wastewater treatment facility.

2. SCOPE OF SERVICES OF ENGINEER

A. The specific services to be provided or furnished by the Engineer under this Task Order are described below:

- Final Engineering, Design, & Bidding

EA will complete a final Construction Package including bid documents, agreements, designs and specifications for the replacement of the existing HDPE floating cover with an add alternate for the replacement of the existing aeration equipment.

3. FEES

The survey and preliminary engineering of this project will be completed on a time and materials basis, with a not-to-exceed limit of \$12,500 without prior written approval.

SCHEDULE

Design services associated with this TASK ORDER #2 are anticipated to be completed within 4 months following written authorization from the OWNER to proceed. The Final Design and Construction phases schedule will be determined in conjunction with the OWNER, with future Task Orders.

4. Exhibits:

None

5. Attachments:

Fee Schedule dated 1/1/2026

6. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Master Agreement and as modified above. The engineer is authorized to begin performance of work upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is October 3rd, 2023.

OWNER:

ENGINEER:

By:

By:



Print Name: Lee Ann Reiter

Print Name: Ian Morrison

Title: Mayor

Title: Vice President

Firm's Wyoming
Registration No. ES-0008
State of: Wyoming

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK
ORDER:

Name: Phillip Bowman, PE

Name: Ian Morrison, PE

Title: Public Works Director

Title: Project Manager

Address: P.O. Box 1900; 902 13th Street,
Cody, WY 82414

Address: P.O. Box 1900; 902 13th Street,
Cody, WY 82414

E-Mail
Address: pbowman@codywy.gov

E-Mail
Address: iansm@eaengineers.com

Phone: (307) 527-7511

Phone: (307) 587-4911

Meeting Date: August 18, 2026 Department: Public Works Staff Reference: Nate Morgan
--

AGENDA ITEM SUMMARY REPORT

Septage Receiving Facility - Change Order #2 - Substantial Completion and Retainage Release

PROPOSED ACTION:

Consider approving the Mayor to sign Change order #2 and allowing staff to issue Substantial Completion and start the Retainage Release process for the Septage Receiving Facility Project.

SUMMARY OF INFORMATION:

The City of Cody entered into a contract with Sletten Construction of Wyoming, Inc. for the Septage Receiving Facility Project on September 24th of 2024. In accordance with the contract with Sletten Construction of Wyoming, Inc. and state regulations, a retainage amount of 5% of each monthly payment was withheld to ensure satisfactory completion of the project and resolution of any outstanding issues.

The Septage Receiving Facility Project has reached Substantial Completion, and all contracted work has been inspected by the City's engineering consultant, Engineering Associates, as well as City Staff. The Substantial Completion documents and the punch list were issued to Sletten Construction of Wyoming, Inc. on June 10th 2026.

At the end of each project, we complete a reconciliation change order to add or remove any additional funds to balance out the contract amount with the amount paid to complete the project. In this case, Change Order #2 will decrease the total contract, saving the city \$20,843.38 on this contract.

Upon approval of the Septage Receiving Facility Project as Substantially Complete by the City Council, the project will be advertised in the Cody Enterprise for 41 days to allow any vendors, subcontractors, or material supplies to submit claims to the City against the retainage held. After completion of the advertisement period, the Mayor will be allowed to sign the Change order and allow all retainage held on the project to be released to Sletten Construction of Wyoming, Inc.

FISCAL IMPACT:

This action will allow the city to have a savings of \$20,843.38 on this previously approved and budgeted contract amount for this project. After approving the Certificate of Substantial Completion and advertising the project for 41 days, the City will release all retainage held on the Septage Receiving Facility Project.

ATTACHMENTS:

1. Septage Receiving Facility CO-2

CHANGE ORDER NO.: 2 - FINAL

		Project No.
Owner:	City of Cody	
Engineer:	Engineering Associates	24012.00
Construction Manager at Risk:	Sletten Construction	
Project:	Septage Waste Receiving Facility	
Work Authorization:	2 (Feb 4, 2025)	
Date Issued:	08/06/26	Effective Date of Change Order: 08/06/26

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

Description:

Reconciliation of final quantities and contingency closeout. All work is complete. No further work under contract remains. No further payment to be made.

Attachments:

Pay App 16 – Final
Table 1, WA2 Exhibit B (Final)

Change in Guaranteed Maximum Price

Original Guaranteed Maximum Price this Work Authorization	\$4,057,847.36
Net change from previously approved Change Orders No. 1 to No. N/A	\$335,402.20
Guaranteed Maximum Price prior to this Change Order	\$4,393,249.56
Decrease this Change Order:	\$51,718.56
Allocation from Owners Contingency to GMP:	\$30,875.18
Guaranteed Maximum Price incorporating this Change Order:	\$4,372,406.18

Change in Contract Times for Work Authorization

The completion dates for this Work Authorization are modified by this Change Order as shown below.

	Original	Previous	Current
Substantial Completion Date	December 31, 2025	n/a	June 10, 2026
Final Completion Date	January 30, 2026	n/a	August 17, 2026

Recommended by Engineer

By: 
Title: Project Manager
Date: 8/6/26

Accepted by CMAR


Project Manager
08/07/2026

Approved by Owner

By: _____
Title: _____
Date: _____

Table 1 - GUARANTEED MAXIMUM PRICE with Change Order 1 and 2 - FINAL for CONTRACT CLOSEOUT

Compensation for CMAR Design-Phase Services					1	\$	16,000.00		
Estimated Cost of the Work					2	\$	3,623,078.00		
CMAR Fee	3	7.0%	of Estimated Cost of Work		4	\$	253,615.46		
Cost of the Work with CMAR Fee					5	\$	3,876,693.46		
CMAR and Other Contingency Allowances									
CMAR Contingency Allowance	6		of	7		FINAL	8	\$	129,435.64
Contingency Allocated from Owner's Contingency							9	\$	30,875.18
Total CMAR and Other Contingency Allowances							10	\$	160,310.82
Total Change Orders (Including Change Orders 1 and 2-FINAL)								\$	335,401.90
Guaranteed Maximum Price (Total Estimated Cost of Work with CMAR Fee, plus the Total CMAR and Other Contingency Allowances, plus COs)							11	\$	4,372,406.18
Owner's Contingency Allowance Remaining							12	\$	-
Total Amount of Contract Award (Total of Compensation for CMAR Design-Phase Services, Guaranteed Maximum Price, and Owner's Contingency Allowance)							13	\$	4,388,406.18

APPLICATION AND CERTIFICATE FOR PAYMENT *FINAL* Invoice : 1749

To Owner : CITY OF CODY
1338 Rumsey Ave

Project : 5159-24194 CODY SEPTAGE
FACILITY GCCM

Application No. : 16
Period To : 08/06/2026
Project Nos :

Distribution to :
☐ Owner
☐ Architect
☐ Contractor
☐

Cody WY 82414

From Contractor : SLETEN CONSTRUCTION OF WYOMING INC Via Architect :
PO Box 2630
Cody WY 82414

Contract For :

Contract Date :

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	\$3,516,952.14
2. NET CHANGE BY CHANGE ORDERS <i>AND CONTINGENCY</i>	\$855,454.04
3. CONTRACT SUM TO DATE	\$4,372,406.18
4. TOTAL COMPLETED AND STORED TO DATE	\$4,372,406.18
5. RETAINAGE:	
a. 0.00% of Completed Work	\$0.00
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$0.00
6. TOTAL EARNED LESS RETAINAGE	\$4,372,406.18
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$4,153,785.85
8. CURRENT PAYMENT DUE	\$218,620.33
SALES TAX (0.0000% on \$0.00)	\$0.00
CURRENT PAYMENT DUE PLUS SALES TAX	\$218,620.33
9. BALANCE TO FINISH, PLUS RETAINAGE	\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: SLETEN CONSTRUCTION OF WYOMING INC

By: *[Signature]* Date: *8-6-26*

State of: *Rock*
Subscribed and sworn to before me this

County of: *Rock*
day of

Notary Public: *Brianna Melin*
My Commission expires: *June 17, 2028*

BRIANNA MELIN NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID# 167199
MY COMMISSION EXPIRES: JUNE 17, 2028

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$218,620.33

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER:

By: *[Signature]* Date: *8/7/26*
ENGINEERING ASSOC.

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$907,172.60	-\$51,718.56
Total approved this month	\$0.00	0.00
TOTALS	\$907,172.60	-\$51,718.56
NET CHANGE by Change Orders		\$855,454.04

CONTINUATION SHEET

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest cent.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 16

Application Date : 08/06/26

To :

Architect's Project No. :

Invoice : 1749

Contract : 5159-24194 CODY SEPTAGE FACILITY GCCM

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D + E + F)	% (G / C)	H Balance To Finish (C - G)	I Retainage
			From Previous Application	This Period In Place					
1	General Conditions	433,942.44	433,942.44	0.00	0.00	433,942.44	100.00%	0.00	0.00
2	Bond	23,198.00	23,198.00	0.00	0.00	23,198.00	100.00%	0.00	0.00
3	Insurance/Builders Risk	34,740.00	34,740.00	0.00	0.00	34,740.00	100.00%	0.00	0.00
4	Profit	255,000.47	255,000.47	0.00	0.00	255,000.47	100.00%	0.00	0.00
5	Contingency	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
6	Concrete	443,292.00	443,292.00	0.00	0.00	443,292.00	100.00%	0.00	0.00
7	Masonry	338,478.00	338,478.00	0.00	0.00	338,478.00	100.00%	0.00	0.00
8	Metals	91,822.00	91,822.00	0.00	0.00	91,822.00	100.00%	0.00	0.00
9	Carpentry	1,237.00	1,237.00	0.00	0.00	1,237.00	100.00%	0.00	0.00
10	Thermal & Moisture Protection	51,367.00	51,367.00	0.00	0.00	51,367.00	100.00%	0.00	0.00
11	Openings	61,463.32	61,463.32	0.00	0.00	61,463.32	100.00%	0.00	0.00
12	Specialties	784.00	784.00	0.00	0.00	784.00	100.00%	0.00	0.00
13	Plumbing	38,896.00	38,896.00	0.00	0.00	38,896.00	100.00%	0.00	0.00
14	HVAC	262,719.71	262,719.71	0.00	0.00	262,719.71	100.00%	0.00	0.00
15	Temperature Controls Allowance	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
16	Electrical/Special Systems	342,640.66	342,640.66	0.00	0.00	342,640.66	100.00%	0.00	0.00
17	SCADA System Allowance	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
18	Earthwork	510,470.00	510,470.00	0.00	0.00	510,470.00	100.00%	0.00	0.00
19	Exterior Improvements	10,282.00	10,282.00	0.00	0.00	10,282.00	100.00%	0.00	0.00
20	Process Interconnections	1,056,102.00	1,056,102.00	0.00	0.00	1,056,102.00	100.00%	0.00	0.00
21	Non-Lakeside Equipment Allowance	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00%	0.00	0.00
22	Building Permit Allowance	20,154.00	20,154.00	0.00	0.00	20,154.00	100.00%	0.00	0.00
23	Change Order 1	370,817.58	370,817.58	0.00	0.00	370,817.58	100.00%	0.00	0.00
	Grand Totals	4,372,406.18	4,372,406.18	0.00	0.00	4,372,406.18	100.00%	0.00	0.00

NOTICE OF THE ACCEPTABILITY OF THE WORK

		Project No.
Owner:	<u>City of Cody</u>	
Engineer:	<u>Engineering Associates</u>	<u>24012</u>
Construction Manager at Risk:	<u>Sletten</u>	
Project:	<u>Septage Waste Receiving Station – City of Cody WWTF</u>	
Contract Name (Contract):	<u>CMAR</u>	
Notice Date:	<u>8/17/26</u>	Effective Date of the Contract: <u>July 2, 2024</u>

1. In support of its recommendation of payment of the Construction Manager at Risk's final Application for Payment, the Engineer hereby gives notice to the Owner and Construction Manager at Risk, with Engineer's express approval, that the Work furnished and performed by Construction Manager at Risk under the Contract is acceptable, expressly subject to the provisions of the Contract Documents and the Agreement between Owner and Engineer for Professional Services dated **March 18, 2024** (Owner-Engineer Agreement). This Notice of the Acceptability of the Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:
2. Owner's Advisor has prepared and issued this Notice with the skill and care ordinarily used by members of Owner's Advisor's profession practicing under similar conditions at the same time and in the same locality.
3. Engineer's express approval of this Notice has been granted with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
4. This Notice reflects and is an expression of the professional opinions of Owner's Advisor and Engineer.
5. This Notice has been prepared to the best of Owner's Advisor's and Engineer's knowledge, information, and belief as of the Notice Date.
6. This Notice is based entirely on and expressly limited by the scope of services that Owner's Advisor and Engineer have been employed by Owner to perform or furnish during construction of the Work, including observation of the Construction Manager at Risk's Work, under the Owner-Owner's Advisor Agreement and the Owner-Engineer Agreement, and applies only to facts that are within Owner's Advisor's or Engineer's respective knowledge, or could reasonably have been ascertained by Owner's Advisor or Engineer, respectively, as a result of carrying out the responsibilities specifically assigned to Owner's Advisor or Engineer under such Owner-Owner's Advisor Agreement or Owner-Engineer Agreement.
7. This Notice is not a guarantee or warranty of Construction Manager at Risk's performance under the Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Construction Manager at Risk to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
8. This Notice does not relieve Construction Manager at Risk of any surviving obligations under the Contract and is subject to Owner's reservations of rights with respect to completion and final payment.

Approved by Engineer

By (signature): 

Name (printed): Erik Wachob

Title: Project Manager