

City of Cody City Council

AGENDA

Tuesday, May 4, 2021 – 7:00 p.m. (Pre-Meeting to begin at 6:53 p.m.)

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: Regular Minutes held on April 20, 2021.
- b. Approve Vouchers and payroll in the amount of \$623,229.29.
- c. Approve a partial street closure of 12th Street (Sheridan Ave to Alley on south side of Sheridan) for the Horsin' around Cody Event, requested by the Cody Chamber of Commerce/Cody Events Committee on Saturday, May 8, 2021 from 10:00 a.m. to 4:00 p.m.
- d. Authorize a request to reserve three parking spots on Beck Ave and three parking spots on 12th Street, directly in front of the Elks Lodge, on May 13th through May 16th in conjunction with the Wyoming Elks State Convention. (Elks will provide small, heavy weight, wind resistant signs and will not impede pedestrian traffic)

2. Public Comments: 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. Authorize the Mayor to sign the Grant Offer for the Airport Improvement Program (AIP) Project No. 3-56-0006-042-2021 at the Yellowstone Regional Airport. – Repair/Rebuild Wildlife Fence – Estimated Cost \$799,510.

Spokesperson: Aaron Buck, YRA Manager

- b. Authorize the Mayor to sign the Care Act Airport Grant Agreement – Development Addendum No. 3-56-0006-041-2020 – allowing the Airport

to use \$6.789.294 of the Cares Act Funding provide to the airport for development.

Spokesperson: Aaron Buck, YRA Manager

- c. Approve the preliminary plat of the Musser- Beacon Hill Commercial Subdivision, a six-lot subdivision.

Staff Reference: Todd Stowell, City Planner

5. Tabled Items

6. Matters from Staff Members

7. Matters from Council Members

8. Adjournment

Upcoming Meetings:

May 11, 2021 – Tuesday – Council Work Session 5:00 p.m.

May 18, 2021 – Tuesday - Regular Council Meeting 7:00 p.m.

May 24-26, 2021 – Monday-Tuesday – Wednesday – Council Work Session – Budget Meetings – 5:00 p.m.

June 1, 2021 – Tuesday – Regular Council Meeting – 7:00 p.m.

June 8, 2021 – Tuesday – Council Work Session – 5:00 p.m.

June 15, 2021 – Tuesday – Regular Council Work Session 7:00 p.m.

City of Cody
Council Proceedings
Tuesday, April 20, 2021

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, April 6, 2021 at 7:00 p.m.

Present: Mayor Matt Hall, Council Members, Diane Ballard, Justin Baily, Jerry Fritz, Heidi Rasmussen, Andrew Quick and Emily Swett, City Administrator Barry Cook, City Attorney Scott Kolpitcke, and Administrative Services Officer, Cindy Baker

Absent: None

Mayor Hall called the meeting to order at 7:00 p.m.

Mayor Hall proclaimed Saturday, April 24, 2021 at Earth- Arbor Day.

Council Member Ballard made a motion seconded by Council Member Rasmussen to approve the consent calendar as presented including approval of Minutes: Regular Minutes held on April 6, 2021 and Special Work Session held on April 15, 2021; approve Vouchers and payroll in the amount of \$1,472,118.56; approve a request for a Malt Beverage Permit and Open Container Permit associated with the Fistful of Dirt Race to be held in City Park on Sunday September 5, 2021; award Bid 2021-04 to Suburban Sales for one Load Trail TH20 tilt deck trailer with pintle hitch, in the amount of \$13,934.50; authorize the Mayor to sign the Agreement to transfer Domestic Water Service, which allows the City of Cody to provide water service to KOA campground; authorize the closure of 12th Street between Sheridan Avenue and Beck Avenue from 3:00 p.m. on Friday May 28th through 9:00 a.m. on Sunday May 30th, as well as, authorize an open container permit for this event; and authorize the extension of the Lease Agreement between the City of Cody and Cody Cupboard of Cody for an additional five (5) years with term ending 12/31/2026. (noting no other changes to the lease). Authorize the Mayor to sign applicable documentation Contingent upon City Attorney review. Vote was unanimous.

Ben Levinger presented to the Governing Body information relating to Revitalization Roadmap – Cody WY.

There being no further action Mayor Hall adjourned the meeting at 7:20 p.m.

Mayor Matt Hall

Cindy Baker, Administrative Services Officer

Report Criteria:

Invoice Detail.Input date = 04/27/2021

Invoice.Batch = {NOT LIKE} "1"

Secondary Name	Invoice	Description	Invoice Date	Total Cost
ABSAROKA ASSISTED LIVING (132686)				
	14.6465.13	REFUND CREDIT BALANCE	04/20/2021	45.85
Total :				45.85
Total ABSAROKA ASSISTED LIVING (132686):				45.85
BAERG, KENDAL (132569)				
	041421	ALCOHOL	04/14/2021	2.78
	041421	FLASH DRIVE	04/14/2021	14.78
	041421	WASTEWATER SUPPLIES	04/14/2021	14.97
Total :				32.53
Total BAERG, KENDAL (132569):				32.53
BAILEY ENTERPRISES INCORPORATED (130546)				
	5000075	Fuel	04/16/2021	124.21
	5000075	Fuel	04/16/2021	894.29
	5000075	Fuel	04/16/2021	167.78
	5000075	Fuel	04/16/2021	55.93
	5000075	Fuel	04/16/2021	2,320.92
	5000075	Fuel	04/16/2021	167.78
	5000075	Fuel	04/16/2021	83.89
	5000075	Fuel	04/16/2021	47.87
	5000075	Fuel	04/16/2021	266.06
	5000075	Fuel	04/16/2021	234.15
	5000075	Fuel	04/16/2021	99.98
	5000075	Fuel	04/16/2021	20.25
	5000075	Fuel	04/16/2021	208.23
	5000075	Fuel	04/16/2021	141.65
	5000075	Fuel	04/16/2021	18.38
	5000075	Fuel	04/16/2021	188.24
	5000075	Fuel	04/16/2021	36.75
	5000075	Fuel	04/16/2021	1,275.67
	5000075	Fuel	04/16/2021	135.83
	5000075	Fuel	04/16/2021	1,453.67
	5000075	Fuel	04/16/2021	459.05
	5000075	Fuel	04/16/2021	10.93
	5000075	Fuel	04/16/2021	289.60
	5000075	Fuel	04/16/2021	5.46
	5000075	Fuel	04/16/2021	8.19
	5000075	Fuel	04/16/2021	76.60
	5000075	Fuel	04/16/2021	3,740.71
	5000075	Fuel	04/16/2021	1,198.77
	5000075	Fuel	04/16/2021	238.73
	5000075	Fuel	04/16/2021	122.83
	5000075	Fuel	04/16/2021	42.03
	5000075	Fuel	04/16/2021	311.10
	5000075	Fuel	04/16/2021	208.52
	5000075	Fuel	04/16/2021	495.95
	5000075	Fuel	04/16/2021	74.37
	5000075	Fuel	04/16/2021	433.52
	5000075	Fuel	04/16/2021	32.47

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	5000075	Fuel	04/16/2021	1,208.82
Total :				16,899.18
Total BAILEY ENTERPRISES INCORPORATED (130546):				16,899.18
BIG HORN ROOFING, INC (1200)				
	17545	REPAIR HOLE IN ROOF MEMBRANE	03/17/2021	144.00
Total :				144.00
Total BIG HORN ROOFING, INC (1200):				144.00
BLUE CROSS BLUE SHIELD OF WYOMING (1360)				
	05012021	INSURANCE - may 2021	04/20/2021	145,429.98
Total :				145,429.98
Total BLUE CROSS BLUE SHIELD OF WYOMING (1360):				145,429.98
CENTURY LINK (10091)				
	41921	UTILITIES - CENTURY LINK	04/19/2021	44.74
	571	BELL PLAZA LEASE	04/15/2021	20.00
Total :				64.74
Total CENTURY LINK (10091):				64.74
CITY OF CODY (2260)				
	043021	UTILITIES - CITY OF CODY	04/30/2021	2,017.67
	043021	UTILITIES - CITY OF CODY	04/30/2021	3,559.83
	043021	UTILITIES - CITY OF CODY	04/30/2021	467.45
	043021	UTILITIES - CITY OF CODY	04/30/2021	417.77
	043021	UTILITIES - CITY OF CODY	04/30/2021	573.20
	043021	UTILITIES - CITY OF CODY	04/30/2021	2,901.15
	043021	UTILITIES - CITY OF CODY	04/30/2021	11,268.72
	043021	UTILITIES - CITY OF CODY	04/30/2021	.17
	043021	UTILITIES - CITY OF CODY	04/30/2021	4,773.29
	043021	UTILITIES - CITY OF CODY	04/30/2021	4,770.22
	043021	UTILITIES - CITY OF CODY	04/30/2021	15.40
	043021	UTILITIES - CITY OF CODY	04/30/2021	828.84
	043021	UTILITIES - CITY OF CODY	04/30/2021	1,340.70
	043021	UTILITIES - CITY OF CODY	04/30/2021	1,340.70
	043021	UTILITIES - CITY OF CODY	04/30/2021	391.07
	043021	UTILITIES - CITY OF CODY	04/30/2021	546.29
	043021	UTILITIES - CITY OF CODY	04/30/2021	39.00
	043021	UTILITIES - CITY OF CODY	04/30/2021	11.00
	043021	UTILITIES - CITY OF CODY	04/30/2021	3.83
	043021	UTILITIES - CITY OF CODY	04/30/2021	14.12
Total :				35,280.42
Total CITY OF CODY (2260):				35,280.42
CODY PAINT & BODY (132685)				
	3698	VEHICLE SEIZED CPD CASE3 21-38	01/28/2021	100.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				100.00
Total CODY PAINT & BODY (132685):				100.00
CUSTOM GARAGE DOOR LLC (127015)				
	5106	WASH BAY DOOR	03/29/2021	90.00
Total :				90.00
Total CUSTOM GARAGE DOOR LLC (127015):				90.00
DEARBORN LIFE INSURANCE COMPANY (131563)				
	05012021	INSURANCE May 2021	04/20/2021	351.54
Total :				351.54
Total DEARBORN LIFE INSURANCE COMPANY (131563):				351.54
DIAMOND VOGEL PAINTS (124749)				
	101693184	STREET PAINT	03/29/2021	12,646.25
Total :				12,646.25
Total DIAMOND VOGEL PAINTS (124749):				12,646.25
ENERGY LABORATORIES, INC (4120)				
DEPARTMENT 6250	387108	COLIFORM TESTING	04/16/2021	110.00
Total :				110.00
Total ENERGY LABORATORIES, INC (4120):				110.00
ENNIST III, ROBERT F (131798)				
BIG HORN FOOD SERVICES	44153	CUSTODIAL SUPPLIES	04/16/2021	143.88
BIG HORN FOOD SERVICES	44153	CUSTODIAL SUPPLIES	04/16/2021	143.88
Total :				287.76
Total ENNIST III, ROBERT F (131798):				287.76
FLOYD'S TRUCK CENTER (132528)				
	V301000790	WIRE REEL TRAILER	03/30/2021	79,063.00
Total :				79,063.00
Total FLOYD'S TRUCK CENTER (132528):				79,063.00
H B I INSURANCE (12306)				
	3222	NOTARY BOND - DANIELLE	04/06/2021	50.00
Total :				50.00
Total H B I INSURANCE (12306):				50.00
I LOVE FLOWERS LLC (132684)				
SCOTT, JAYNE	14.3367.17	REFUND UTILITY DEPOSIT	04/15/2021	78.70

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				78.70
Total I LOVE FLOWERS LLC (132684):				78.70
INDUSTRIAL COMM. & ELECTRONICS (127115)				
	22721	RADIO	03/22/2021	794.65
Total :				794.65
Total INDUSTRIAL COMM. & ELECTRONICS (127115):				794.65
J & J CONSTRUCTION LLC (130254)				
	786	COST FOR BORING 3" CONDUIT FOR CONIFER LANE REBUILD	03/31/2021	3,100.00
Total :				3,100.00
Total J & J CONSTRUCTION LLC (130254):				3,100.00
L & R VENTURES (132681)				
	14.3512.10	REFUND UTILITY DEPOSIT	04/15/2021	153.55
Total :				153.55
Total L & R VENTURES (132681):				153.55
LEISURE IN MONTANA INC (131545)				
	SAL15964-1	POOL REAGENTS	04/19/2021	93.05
	SAL15964-1	POOL REAGENTS	04/19/2021	93.05
Total :				186.10
Total LEISURE IN MONTANA INC (131545):				186.10
LOCAL GOVERNMENT LIABILITY POOL (6176)				
	13329	CLAIM AGAINST CITY FILE 806	03/31/2021	3,350.00
Total :				3,350.00
Total LOCAL GOVERNMENT LIABILITY POOL (6176):				3,350.00
MORRISON-MAIERLE INC (130985)				
	214608	2020 WYDOT SIDEWALKS & RAMPS PROJECT 4463.005	04/03/2021	5,266.68
	214608	2020 WYDOT SIDEWALKS & RAMPS PROJECT 4463.005	04/03/2021	1,316.68
Total :				6,583.36
Total MORRISON-MAIERLE INC (130985):				6,583.36
MOTOROLA SOLUTIONS, INC. (6840)				
	8281131361	WIRELESS MICS FOR PORTABLE RADIOS	03/12/2021	365.00
Total :				365.00
Total MOTOROLA SOLUTIONS, INC. (6840):				365.00
MOUNTAIN WEST COMPUTER INC (131225)				
	19794	NOTARY STAMP	04/13/2021	35.95

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				35.95
Total MOUNTAIN WEST COMPUTER INC (131225):				35.95
NOVAKOVICH, JUSTIN (132683)				
	6.0500.44	REFUND UTILITY DEPOSIT	04/15/2021	44.39
Total :				44.39
Total NOVAKOVICH, JUSTIN (132683):				44.39
PARK DISTRICT COURT (132610)				
	4162021	GARNISHMENT Civil #29877	04/16/2021	196.97
Total :				196.97
Total PARK DISTRICT COURT (132610):				196.97
ROBERSON, BENJAMIN G (132687)				
SQUAD ROOM EMBLEMS	0046	CPD UNIFORM PATCHES	02/02/2021	484.00
Total :				484.00
Total ROBERSON, BENJAMIN G (132687):				484.00
ROCKY MOUNTAIN POWER (7570)				
	041921	UTILITIES - ROCKY MOUNTAIN POWER	04/19/2021	27.93
	041921	UTILITIES - ROCKY MOUNTAIN POWER	04/19/2021	198.96
Total :				226.89
Total ROCKY MOUNTAIN POWER (7570):				226.89
SABER PEST CONTROLL LLC (131183)				
	AUD150	PEST CONTROL - AUDITORIUM	04/19/2021	80.00
	CH150	PEST CONTROL - CITY HALL	04/19/2021	60.00
	REC150	PEST CONTROL - REC CENTER	04/19/2021	90.00
	REC150	PEST CONTROL - REC CENTER	04/19/2021	90.00
Total :				320.00
Total SABER PEST CONTROLL LLC (131183):				320.00
SPRADLIN, GARY BRUCE (125064)				
AIR CON REFRIGERATION	6380	SHOP HEATER REPAIR	02/27/2021	406.06
Total :				406.06
Total SPRADLIN, GARY BRUCE (125064):				406.06
SYSTEMS GRAPHICS INC (129162)				
ADVANCED INFO SYSTEMS	15464	OUTSOURCE BILLS	04/14/2021	15.76
ADVANCED INFO SYSTEMS	15464	OUTSOURCE BILLS	04/14/2021	97.43
ADVANCED INFO SYSTEMS	15464	OUTSOURCE BILLS	04/14/2021	89.20
ADVANCED INFO SYSTEMS	15464	OUTSOURCE BILLS	04/14/2021	88.60
ADVANCED INFO SYSTEMS	15464	OUTSOURCE BILLS	04/14/2021	110.11
ADVANCED INFO SYSTEMS	15466	OUTSOURCE BILLS	04/21/2021	6.47

Secondary Name	Invoice	Description	Invoice Date	Total Cost
ADVANCED INFO SYSTEMS	15466	OUTSOURCE BILLS	04/21/2021	39.99
ADVANCED INFO SYSTEMS	15466	OUTSOURCE BILLS	04/21/2021	36.62
ADVANCED INFO SYSTEMS	15466	OUTSOURCE BILLS	04/21/2021	36.37
ADVANCED INFO SYSTEMS	15466	OUTSOURCE BILLS	04/21/2021	45.19
Total :				565.74
Total SYSTEMS GRAPHICS INC (129162):				565.74
T-O ENGINEERS INC (131708)				
	171133-14058	BEACON HILL WATER TANK	04/06/2021	7,330.64
	171133-14058	BEACON HILL WATER TANK	04/06/2021	3,610.61
Total :				10,941.25
Total T-O ENGINEERS INC (131708):				10,941.25
US POSTMASTER (129112)				
	04152021	2 MONTHS POSTAGE FOR UTILITY BILLING	04/15/2021	3,700.00
Total :				3,700.00
Total US POSTMASTER (129112):				3,700.00
WELLS FARGO COMMERICAL CARD (132565)				
	042321	WRPA Membership for Suzanne and Jasper	04/23/2021	100.00
	042321	WRPA for Mike	04/23/2021	50.00
	042321	babysitting class	04/23/2021	25.56
	042321	Pool chemicals	04/23/2021	307.93
	042321	Pool chemicals	04/23/2021	307.93
	042321	birthday party	04/23/2021	31.97
	042321	birthday party	04/23/2021	58.15
	042321	quiz for lifeguard training	04/23/2021	47.88
	042321	whistles for lifeguards	04/23/2021	44.58
	042321	whistles for lifeguards	04/23/2021	44.58
	042321	swim caps and goggles for resale	04/23/2021	274.12
	042321	subscription for swim outlet.com	04/23/2021	4.99
	042321	babysitting class red cross evaluation	04/23/2021	150.00
	042321	birthday party	04/23/2021	38.42
	042321	splash pad license	04/23/2021	50.00
	042321	Adult CPR	04/23/2021	96.00
Total Aquatics:				1,632.11
	042321	fathead cut outs for youth athletic programs	04/23/2021	166.39
	042321	nets for basketball	04/23/2021	155.88
	042321	indoor soccer nets	04/23/2021	359.96
	042321	towels for day use	04/23/2021	115.99
Total Athletics:				798.22
	042321	bolts for chair racks	04/23/2021	26.91
	042321	shower repairs	04/23/2021	11.18
	042321	batteries for gym doors	04/23/2021	37.99
	042321	entry door repair at Rec Center	04/23/2021	7.99
	042321	belt for exhaust fan for rec center	04/23/2021	7.64
	042321	hood inspection	04/23/2021	109.00
	042321	door hinge at Aud	04/23/2021	17.99

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	042321	door repairs at auditorium	04/23/2021	1.40
	042321	repair hole in wall	04/23/2021	12.98
	042321	Batteries	04/23/2021	25.58
	042321	Hero odor eliminator	04/23/2021	6.99
	042321	faucet for rec center	04/23/2021	32.40
	042321	faucet for rec center	04/23/2021	33.70
	042321	credit for faucet	04/23/2021	32.40-
	042321	credit for faucet	04/23/2021	1.30-
	042321	filters for city shop	04/23/2021	39.92
	042321	city hall lights	04/23/2021	49.98
	042321	chair cart for auditorium	04/23/2021	14.28
Total City Facilities:				402.23
	042321	Paver Maintenance Program	04/23/2021	550.00
	042321	ICC Governmental Membership Renewal	04/23/2021	145.00
	042321	Uniforms	04/23/2021	120.00
	042321	Master Electrician Renewal	04/23/2021	100.00
	042321	ICC Certificate Renew	04/23/2021	95.00
	042321	Car wash for B-43	04/23/2021	10.00
	042321	Car Wash	04/23/2021	13.00
Total Community Development:				1,033.00
	042321	pvc glue	04/23/2021	151.00
	042321	screw driver volt meter leads	04/23/2021	45.50
	042321	work boots	04/23/2021	190.00
	042321	marking tape, drill bit	04/23/2021	89.33
	042321	1 1/2 conduit	04/23/2021	292.34
	042321	rebar	04/23/2021	8.19
	042321	bolts/nuts	04/23/2021	17.65
	042321	ear plugs, safety glasses	04/23/2021	125.95
	042321	railroad ties	04/23/2021	43.98
	042321	1 1/2 conduit sweeps couplings	04/23/2021	36.38
	042321	asphalt blade	04/23/2021	93.00
	042321	#2 urd triplex	04/23/2021	105.64
	042321	excavator rental	04/23/2021	1,507.50
	042321	Fuel Purchase for WMPA Travel	04/23/2021	50.00
	042321	Fuel Purchase for WMPA Travel	04/23/2021	3.18
	042321	WMPA Travel to Lusk Board Meeting	04/23/2021	15.88
	042321	Wash Explorer	04/23/2021	6.68
Total Electric:				2,782.20
	042321	Fuel meeting expense	04/23/2021	40.14
	042321	Knack Database upgrade	04/23/2021	948.13
	042321	Binders for budget	04/23/2021	47.46
	042321	Toner	04/23/2021	63.89
	042321	Adapter - order canceled last month	04/23/2021	52.04-
	042321	Financial management policy binding	04/23/2021	18.00
	042321	File Folder Inserts	04/23/2021	3.55
	042321	8-tab dividers. 5-tab dividers	04/23/2021	58.57
	042321	Claw staple removers	04/23/2021	6.94
	042321	Toner	04/23/2021	60.89
	042321	Grant drawdown postage	04/23/2021	7.95
	042321	Coin counter	04/23/2021	205.28
	042321	filters SC003 and SC002	04/23/2021	8.44
	042321	filters, batteries, wipers A02, A102, A22, A08, A07, A09	04/23/2021	428.85

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	042321	wipers B23	04/23/2021	60.78
	042321	filter B04	04/23/2021	3.91
	042321	capsule, filters G05, D15, B44	04/23/2021	54.73
	042321	disposable gloves	04/23/2021	33.24
	042321	belt, filter G11 C03	04/23/2021	39.59
	042321	filters E05, E01	04/23/2021	67.74
	042321	fuel insurance board meeting	04/23/2021	43.54
	042321	admin appreciation	04/23/2021	109.83
	042321	Microwave for City Hall breakroom	04/23/2021	49.88
	042321	Utilities - TCT	04/23/2021	87.88
	042321	Utilities - TCT	04/23/2021	1,530.37
	042321	Utilities - TCT	04/23/2021	56.45
	042321	Utilities - TCT	04/23/2021	198.47
	042321	Utilities - TCT	04/23/2021	531.72
	042321	Utilities - TCT	04/23/2021	531.62
	042321	Utilities - TCT	04/23/2021	87.88
	042321	Utilities - TCT	04/23/2021	198.47
	042321	Utilities - TCT	04/23/2021	204.48
	042321	Utilities - TCT	04/23/2021	89.38
	042321	Utilities - TCT	04/23/2021	56.45
	042321	Wash Travel Car	04/23/2021	13.00
	042321	Credit card reader	04/23/2021	15.99
	042321	sharpie pens	04/23/2021	20.04
	042321	Chair Cindy	04/23/2021	246.99
	042321	wellness recognition	04/23/2021	231.60
	042321	Utilities - Verizon	04/23/2021	337.90
	042321	Utilities - Verizon	04/23/2021	165.84
	042321	Utilities - Verizon	04/23/2021	242.96
	042321	Utilities - Verizon	04/23/2021	41.46
	042321	Utilities - Verizon	04/23/2021	41.46
	042321	Utilities - Verizon	04/23/2021	136.44
	042321	Utilities - Verizon	04/23/2021	631.02
	042321	Utilities - Verizon	04/23/2021	274.34
	042321	Utilities - Verizon	04/23/2021	33.69
	042321	Utilities - Verizon	04/23/2021	34.10
	042321	Utilities - Verizon	04/23/2021	107.20
	042321	Utilities - Verizon	04/23/2021	122.93
	042321	Utilities - Verizon	04/23/2021	90.02
	042321	Utilities - Verizon	04/23/2021	106.73
	042321	Utilities - Verizon	04/23/2021	41.46
	042321	Utilities - Verizon	04/23/2021	76.43
	042321	Utilities - Verizon	04/23/2021	36.42
	042321	Utilities - Verizon	04/23/2021	32.34
	042321	Utilities - Verizon	04/23/2021	132.61
	042321	Utilities - Verizon	04/23/2021	13.15
	042321	Utilities - Verizon	04/23/2021	72.16
	042321	Utilities - Verizon	04/23/2021	40.01
	042321	Utilities - Verizon	04/23/2021	81.47
	042321	Utilities - Verizon	04/23/2021	177.87
	042321	Utilities - Verizon	04/23/2021	13.68
	042321	Utilities - Verizon	04/23/2021	24.28
	042321	Utilities - Verizon	04/23/2021	40.01
	042321	Utilities - Verizon	04/23/2021	40.01
	042321	advertising personnel	04/23/2021	117.50
	042321	advertising personnel	04/23/2021	84.75
	042321	advertising personnel	04/23/2021	53.50
	042321	advertising personnel	04/23/2021	756.00
	042321	advertising personnel	04/23/2021	53.50

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	042321	advertising personnel	04/23/2021	111.00
	042321	advertising personnel seasonal	04/23/2021	72.00
	042321	advertising personnel seasonal	04/23/2021	72.00
	042321	advertising personnel seasonal	04/23/2021	72.00
	042321	advertising personnel	04/23/2021	56.50
	042321	glue sticks	04/23/2021	7.44
	042321	Aluminum step ladder	04/23/2021	49.99
	042321	rechargeable batteries	04/23/2021	10.39
	042321	step stool staple removers pencil lead	04/23/2021	39.42
	042321	Chair pad	04/23/2021	50.64
	042321	cables	04/23/2021	47.94
	042321	office chair	04/23/2021	53.01
	042321	office chair	04/23/2021	342.18
	042321	staple removers	04/23/2021	31.98
	042321	Big Tab Dividers	04/23/2021	36.01
	042321	Volt Warning Labels	04/23/2021	35.96
	042321	Risk Assessments	04/23/2021	294.04
	042321	step stool	04/23/2021	15.77
	042321	Rec Center Towel Service	04/23/2021	64.37
	042321	Rec Center Towel Service	04/23/2021	64.38
	042321	Security Contract	04/23/2021	62.25
	042321	Security Contract	04/23/2021	31.13
	042321	Security Contract	04/23/2021	31.12
	042321	advertising personnel	04/23/2021	52.00
	042321	advertising personnel	04/23/2021	43.60
	042321	advertising personnel	04/23/2021	584.10
	042321	advertising Liquor license	04/23/2021	148.50
	042321	minutes ordinances	04/23/2021	1,441.00
	042321	bid	04/23/2021	179.90
	042321	advertising personnel	04/23/2021	215.10
	042321	advertising personnel	04/23/2021	120.90
	042321	advertising personnel	04/23/2021	120.90
	042321	progress edition	04/23/2021	499.00
	042321	wireless mouse	04/23/2021	9.99
	042321	random drug testing	04/23/2021	13.50
	042321	random drug testing	04/23/2021	22.50
	042321	random drug testing	04/23/2021	45.00
	042321	random drug testing	04/23/2021	40.50
	042321	random drug testing	04/23/2021	36.00
	042321	random drug testing	04/23/2021	4.50
	042321	random drug testing	04/23/2021	99.00
	042321	Volt Warning Labels - Tax Credit	04/23/2021	1.38-
	042321	address labels	04/23/2021	26.01
	042321	Thermal receipt printer	04/23/2021	244.00
	042321	Postage Machine Lease	04/23/2021	724.62
	042321	Disputed charge	04/23/2021	2.90
	042321	Dashboard builder	04/23/2021	290.00
	042321	cable	04/23/2021	6.58
	042321	dues	04/23/2021	70.00
Total General Government:				17,353.56
	042321	Online irrigation training	04/23/2021	129.00
	042321	Misc. parts for Vehicle maintenance	04/23/2021	1,458.57
	042321	Bob cat rental -Ballfield maintenance	04/23/2021	250.00
	042321	Bobcat rental - Trail maintenance	04/23/2021	90.95
	042321	Nuts and Bolts	04/23/2021	27.40
	042321	Nuts, bolts, wall thermometer	04/23/2021	7.98

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	042321	Cleaning supplies	04/23/2021	87.95
	042321	Battery	04/23/2021	99.99
	042321	Air tool and air compressor oil	04/23/2021	43.98
	042321	Toilet repairs	04/23/2021	103.56
	042321	Gas Cap	04/23/2021	12.03
	042321	Dust pan	04/23/2021	14.99
	042321	Flags	04/23/2021	8.39
	042321	Mainenance supplies	04/23/2021	9.99
	042321	Irrigation repairs	04/23/2021	44.40
	042321	Irrigation locate painters	04/23/2021	272.43
	042321	Fencing supplies	04/23/2021	9.90
	042321	Bit Set	04/23/2021	37.99
	042321	Nut driver set	04/23/2021	14.99
	042321	Bolts - Fencing supplies	04/23/2021	5.58
	042321	Flags	04/23/2021	23.98
	042321	Fencing supplies	04/23/2021	19.15
	042321	Misc Irrigation supply	04/23/2021	24.68
	042321	Flags	04/23/2021	605.17
	042321	Tape or soccer fields	04/23/2021	29.99
	042321	Valve box, misc. irrigation supplies	04/23/2021	48.94
	042321	Pliers	04/23/2021	28.99
Total Parks:				3,510.97
	042321	Ink pads for stamps	04/23/2021	19.65
	042321	Replace chair mats C30	04/23/2021	310.22
	042321	notary stamp C16	04/23/2021	14.99
	042321	notary stamp C20	04/23/2021	14.99
	042321	C11 Car wash	04/23/2021	3.66
	042321	C03 UA to Lab	04/23/2021	11.14
	042321	Crime scene tape	04/23/2021	91.00
	042321	C07 Car wash	04/23/2021	9.00
	042321	Uniform embroidery C20	04/23/2021	16.00
	042321	C15 Car wash	04/23/2021	9.00
	042321	Batteries	04/23/2021	19.50
	042321	Audio jacks for wireless mics	04/23/2021	87.90
	042321	C03 UA to Lab	04/23/2021	14.60
	042321	C08 Car wash	04/23/2021	9.00
	042321	C04 Car wash	04/23/2021	9.00
	042321	C19 Car wash	04/23/2021	2.75
	042321	Duty pants C05 C24	04/23/2021	224.97
	042321	SSRO pants C09	04/23/2021	74.99
	042321	Scanner for ST Evid Computer	04/23/2021	1,695.00
	042321	Notary bond cc fee C20	04/23/2021	1.50
	042321	Pistol and rifle ammo	04/23/2021	3,597.65
	042321	Notary bond filing fee C20	04/23/2021	18.00
	042321	Return gear	04/23/2021	26.20
	042321	C13 Car wash	04/23/2021	9.00
	042321	C12 Car wash	04/23/2021	9.00
	042321	C05 Car wash	04/23/2021	9.00
	042321	C21 Car wash	04/23/2021	9.00
	042321	C22 Car wash	04/23/2021	4.09
	042321	C06 Car wash	04/23/2021	9.00
	042321	C03 Car wash	04/23/2021	9.00
	042321	C04 Car wash	04/23/2021	9.00
	042321	Bike patrol polos	04/23/2021	529.03
	042321	RETURN SRO pants C09	04/23/2021	74.99-
	042321	Autopsy, CPD Case#21-285 GAS C14 and C23	04/23/2021	43.50

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	042321	C03 UA to Lab x2	04/23/2021	22.28
	042321	C13 Street Survival Online Seminar	04/23/2021	199.00
	042321	Autopsy, CPD Case#21-285 MEAL C14 and C23	04/23/2021	16.47
	042321	C19 RETURN Bike patrol polo	04/23/2021	52.99-
	042321	Autopsy, CPD Case#21-285 MEAL C14 and C23	04/23/2021	80.43
	042321	Autopsy, CPD Case#21-285 GAS C14 and C23	04/23/2021	43.00
	042321	C07 Car wash	04/23/2021	9.00
	042321	C12 Car wash	04/23/2021	9.00
	042321	Autopsy, CPD Case# 21-285 HOTEL C14 C23	04/23/2021	135.12
	042321	Autopsy, CPD Case#21-285 MEAL C14 and C23 **NO RECEIPT, PRINTERS DOWN**	04/23/2021	15.93
	042321	Autopsy, CPD Case#21-285 GAS C14 and C23	04/23/2021	11.01
	042321	Notary filing fee C16	04/23/2021	18.00
	042321	C23 Crime Scene Techniques, MEAL C23 and C03	04/23/2021	24.58
	042321	C03 Car wash	04/23/2021	9.00
	042321	Notary service fee C16	04/23/2021	1.50
	042321	Regional School Safety Conference C09	04/23/2021	359.63
	042321	C23 Crime Scene Techniques, MEAL C23 and C03	04/23/2021	24.94
	042321	C23 Crime Scene Techniques, MEAL C23 and C03	04/23/2021	28.34
	042321	C22 Car wash	04/23/2021	3.80
	042321	Duty boots C13	04/23/2021	178.94
	042321	C23 Crime Scene Techniques, MEAL C23 and C03	04/23/2021	63.45
	042321	C23 Crime Scene Techniques, MEAL C23 and C03	04/23/2021	25.65
	042321	C23 Crime Scene Techniques, MEAL C23 and C03	04/23/2021	19.38
	042321	C23 Crime Scene Techniques, MEAL C23 and C03	04/23/2021	85.98
	042321	C23 Duty holster	04/23/2021	62.99
	042321	Extinguishers serviced	04/23/2021	28.00
	042321	Extinguishers serviced	04/23/2021	185.00
	042321	Extinguishers serviced	04/23/2021	61.00
	042321	Extinguishers serviced	04/23/2021	14.00
	042321	Replace extinguisher	04/23/2021	55.00
	042321	Replace extinguisher	04/23/2021	110.00
	042321	Replace extinguisher	04/23/2021	55.00
	042321	Replace extinguisher	04/23/2021	55.00
	042321	C06 Duty shirt and pants	04/23/2021	130.14
	042321	C23 Crime Scene Techniques, MEAL C23 and C03	04/23/2021	37.96
	042321	C23 Crime Scene Techniques, MEAL C23 and C03	04/23/2021	18.02
	042321	Crime Scene Techniques, HOTEL C03	04/23/2021	537.60
	042321	C23 Crime Scene Techniques, GAS C23 and C03	04/23/2021	44.59
	042321	C23 Crime Scene Techniques, HOTEL C23	04/23/2021	537.60
	042321	C03 UA to Lab	04/23/2021	12.14
	042321	C16 Duty holster	04/23/2021	60.00
	042321	C06 Car wash	04/23/2021	9.00
	042321	Duty jacket C16	04/23/2021	245.50
	042321	Business cards C14 and eXpand Program	04/23/2021	81.18
	042321	Business cards C23	04/23/2021	32.86
	042321	Duty shirt C06	04/23/2021	56.94
	042321	SRO Duty pants C09 RETURN less prepaid shipping label	04/23/2021	67.00-
	042321	Flashlight rechargeable batteries with charger	04/23/2021	33.29
	042321	C11 Car wash	04/23/2021	3.61
	042321	Lapel mics with quick release	04/23/2021	163.80
	042321	C23 Duty cuff and mag pouch. Belt on backorder.	04/23/2021	54.65
Total Police:				10,794.65
	042321	E04 turbo acuator	04/23/2021	1,277.00
	042321	Shop gloves	04/23/2021	19.99
	042321	Shop tool	04/23/2021	177.00
	042321	Apwa snow conference	04/23/2021	200.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	042321	G08 parts	04/23/2021	33.18
	042321	G09 parts	04/23/2021	17.50
	042321	Faucet breakroom	04/23/2021	52.99
	042321	Sink line	04/23/2021	7.99
	042321	J36 wedges	04/23/2021	27.80
	042321	A13 alignment	04/23/2021	139.95
	042321	microwave	04/23/2021	229.00
	042321	Hand cleaner	04/23/2021	13.99
	042321	Hyd fittings	04/23/2021	249.83
	042321	G04 tire repair	04/23/2021	52.36
	042321	Track hoe rental Storm sewer clean out	04/23/2021	900.00
	042321	Fire hose nozzles	04/23/2021	109.71
	042321	Paint gun tips	04/23/2021	59.63
	042321	Tire markers	04/23/2021	3.98
	042321	Gate hinge west pit	04/23/2021	24.98
	042321	A13 cable	04/23/2021	75.39
	042321	Tank fitting	04/23/2021	9.55
	042321	Floor scaper rental	04/23/2021	132.50
	042321	Def fluid	04/23/2021	268.67
	042321	C01 hyd fitting	04/23/2021	12.65
	042321	A22 switch	04/23/2021	182.82
	042321	Credit floor scraper rental	04/23/2021	50.00-
	042321	Street paint	04/23/2021	925.00
	042321	A13 lever assy	04/23/2021	117.70
	042321	A13 alignment check	04/23/2021	44.00
	042321	C01 hyd fittings	04/23/2021	86.70
	042321	Concrete grinder and rental deposit	04/23/2021	480.62
	042321	A13 suspension bolt	04/23/2021	51.25
	042321	vacume bags	04/23/2021	23.99
	042321	A11,A21 cables	04/23/2021	31.20
	042321	Credit grinder rental	04/23/2021	310.00-
	042321	A102 windshield	04/23/2021	350.00
	042321	Grinder rental	04/23/2021	310.00
	042321	Epoxy V/M floor	04/23/2021	581.14
	042321	Flooring supplies	04/23/2021	36.27
	042321	Vacume bags	04/23/2021	23.99
	042321	Credit rental	04/23/2021	210.00-
	042321	Paint supplies	04/23/2021	14.75
	042321	A22 relay	04/23/2021	39.80
	042321	Flooring supplies	04/23/2021	131.88
Total Public Works:				6,956.75
	042321	kids programs boombox	04/23/2021	44.99
	042321	postage	04/23/2021	2.40
	042321	kids program expenses, snacks,	04/23/2021	23.04
	042321	office supplies	04/23/2021	10.23
	042321	Spotify	04/23/2021	9.99
	042321	eggstravangza	04/23/2021	8.99
	042321	eggstravangza	04/23/2021	4.79
	042321	motor for exhaust fan	04/23/2021	99.99
	042321	cleaning supplies	04/23/2021	225.19
	042321	cleaning supplies	04/23/2021	258.32
	042321	cleaning supplies	04/23/2021	225.19
	042321	cleaning supplies	04/23/2021	225.19
	042321	cleaning supplies	04/23/2021	258.32
	042321	cleaning supplies	04/23/2021	225.22
	042321	guest passes for rec	04/23/2021	255.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	042321	free golf cards	04/23/2021	42.00
	042321	photo wall of champions	04/23/2021	5.68
	042321	kids snacks	04/23/2021	111.47
	042321	office planner	04/23/2021	8.08
	042321	cardstock for kids programs	04/23/2021	7.55
	042321	calculator, staples, post it notes, adding machine roll	04/23/2021	86.57
	042321	sand for boxing bag base	04/23/2021	22.77
	042321	chain for boxing bag	04/23/2021	11.16
	042321	materials to hang heavy bag for boxing	04/23/2021	41.93
	042321	Rotary Dues	04/23/2021	70.00
	042321	Rotary Dues	04/23/2021	70.00
Total Recreation:				2,354.06
	042321	propane	04/23/2021	37.95
	042321	propane	04/23/2021	2.00
	042321	mud flap	04/23/2021	15.43
	042321	drinking water	04/23/2021	17.97
	042321	paint	04/23/2021	14.00
	042321	shirts	04/23/2021	192.73
	042321	grease	04/23/2021	451.46
	042321	DEF and Hydraulic fluid	04/23/2021	567.99
	042321	hats	04/23/2021	75.00
	042321	hats	04/23/2021	75.00
	042321	propane	04/23/2021	36.28
	042321	propane	04/23/2021	1.91
	042321	nuts and bolts, paint, markers, chain link, sheeting	04/23/2021	72.84
	042321	shirts	04/23/2021	109.95
	042321	disp gloves	04/23/2021	65.98
	042321	paint	04/23/2021	102.58
	042321	dumpster rod caps	04/23/2021	79.28
	042321	outdoor bulbs	04/23/2021	160.32
	042321	propane	04/23/2021	21.94
	042321	propane	04/23/2021	1.16
	042321	clevis return	04/23/2021	49.98-
	042321	chip repair	04/23/2021	40.00
	042321	embroidery	04/23/2021	86.45
	042321	clevis	04/23/2021	61.97
	042321	propane	04/23/2021	32.75
	042321	propane	04/23/2021	1.73
	042321	dumpster lids	04/23/2021	1,491.51
	042321	Conduit	04/23/2021	7.89-
	042321	conduit	04/23/2021	7.89
	042321	conduit	04/23/2021	7.59
Total Solid Waste:				3,773.79
	042321	cleaners	04/23/2021	21.98
	042321	boots	04/23/2021	175.00
	042321	power strip, bleach	04/23/2021	26.98
	042321	wiper blades	04/23/2021	30.80
	042321	shirts	04/23/2021	59.48
	042321	marking paint	04/23/2021	6.99
	042321	embroidery	04/23/2021	28.00
	042321	long reach trackhoe for silt trap	04/23/2021	1,884.00
	042321	foam brush	04/23/2021	4.77
	042321	cutting wheels	04/23/2021	6.70
	042321	blocks for hydrant	04/23/2021	44.47

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	042321	brass fittings	04/23/2021	409.70
	042321	brass fittings	04/23/2021	2,053.01
	042321	floor epoxy shop	04/23/2021	840.64
Total Wastewater:				5,592.52
	042321	paint	04/23/2021	48.40
	042321	brass fittings	04/23/2021	112.68
	042321	fittings	04/23/2021	65.36
	042321	hole saw and plug	04/23/2021	21.38
	042321	galv bushings	04/23/2021	59.14
	042321	saw and pipe cutter	04/23/2021	84.97
	042321	drop plastic and tape	04/23/2021	32.93
	042321	paint	04/23/2021	9.18
Total Water:				434.04
Total WELLS FARGO COMMERICAL CARD (132565):				57,418.10
WESCO RECEIVABLES CORP (131137)				
WESCO DBA:WESCO/KVA/MODERN	629389	CABLE PULLING LUBE	04/01/2021	288.28
WESCO DBA:WESCO/KVA/MODERN	633416	200:5 CT'S	04/12/2021	311.73
WESCO DBA:WESCO/KVA/MODERN	634059	FIBERGLASS CROSS ARMS	04/13/2021	1,602.80
Total :				2,202.81
Total WESCO RECEIVABLES CORP (131137):				2,202.81
WYOMING ASSOCIATION OF MUNICIPALITIES (10770)				
	16693	WAM CONVENTION REGISTRATION 2021	04/14/2021	240.00
	16693	WAM CONVENTION REGISTRATION 2021	04/14/2021	240.00
Total :				480.00
Total WYOMING ASSOCIATION OF MUNICIPALITIES (10770):				480.00
WYOMING CHILD SUPPORT (132047)				
	41621	Garnishment Remittance # 245379 Order ID 1129679	04/16/2021	225.23
Total :				225.23
Total WYOMING CHILD SUPPORT (132047):				225.23
WYOMING CONFERENCE OF BUILDING OFFICIALS (124777)				
	041621	2021 WCBO SPRING CONFERENCE	04/16/2021	150.00
Total :				150.00
Total WYOMING CONFERENCE OF BUILDING OFFICIALS (124777):				150.00
WYOMING DEPT OF AGRICULTURE (123502)				
	41521	INDOORPOOL POOL LICENSING FEES	04/15/2021	50.00
	41521	FOOD LICENSE RENEWAL - REC CENTER	04/15/2021	50.00
	41521	INDOORSPA POOL LICENSING FEES	04/15/2021	50.00
	41521	THERAPYPOOL POOL LICENSING FEES	04/15/2021	50.00
	41521	WADINGPOOL POOL LICENSING FEES	04/15/2021	50.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				250.00
Total WYOMING DEPT OF AGRICULTURE (123502):				250.00
YARNELL, JANA (132682)				
OR YARNELL, DEBORAH	4.2250.42	REFUND UTILITY DEPOSIT	04/15/2021	291.22
Total :				291.22
Total YARNELL, JANA (132682):				291.22
ZIMA CORPORATION (131528)				
	83155	BAG, SCREENINGS 90 METERS LONB	04/09/2021	971.27
Total :				971.27
Total ZIMA CORPORATION (131528):				971.27
ZIVARO INC (131755)				
	IC0449556	EVAULT CLOUD DATA STORAGE	04/20/2021	28.24
	IC0449556	EVAULT CLOUD DATA STORAGE	04/20/2021	282.40
	IC0449556	EVAULT CLOUD DATA STORAGE	04/20/2021	9.41
	IC0449556	EVAULT CLOUD DATA STORAGE	04/20/2021	28.24
	IC0449556	EVAULT CLOUD DATA STORAGE	04/20/2021	56.48
	IC0449556	EVAULT CLOUD DATA STORAGE	04/20/2021	37.65
	IC0449556	EVAULT CLOUD DATA STORAGE	04/20/2021	367.12
	IC0449556	EVAULT CLOUD DATA STORAGE	04/20/2021	47.07
	IC0449556	EVAULT CLOUD DATA STORAGE	04/20/2021	28.24
	IC0449556	EVAULT CLOUD DATA STORAGE	04/20/2021	28.24
	IC0449556	EVAULT CLOUD DATA STORAGE	04/20/2021	28.25
	RS050189	EVAULT CLOUD DATA STORAGE	04/22/2021	28.24-
	RS050189	EVAULT CLOUD DATA STORAGE	04/22/2021	282.40-
	RS050189	EVAULT CLOUD DATA STORAGE	04/22/2021	9.41-
	RS050189	EVAULT CLOUD DATA STORAGE	04/22/2021	28.24-
	RS050189	EVAULT CLOUD DATA STORAGE	04/22/2021	56.48-
	RS050189	EVAULT CLOUD DATA STORAGE	04/22/2021	37.65-
	RS050189	EVAULT CLOUD DATA STORAGE	04/22/2021	367.12-
	RS050189	EVAULT CLOUD DATA STORAGE	04/22/2021	47.07-
	RS050189	EVAULT CLOUD DATA STORAGE	04/22/2021	28.24-
	RS050189	EVAULT CLOUD DATA STORAGE	04/22/2021	28.24-
	RS050189	EVAULT CLOUD DATA STORAGE	04/22/2021	28.25-
Total :				.00
Total ZIVARO INC (131755):				.00
Grand Totals:				384,116.49

Report GL Period Summary

GL Period	Amount
04/21	384,116.49

GL Period	Amount
Grand Totals:	384,116.49

Vendor number hash: 5529179
Vendor number hash - split: 70158454
Total number of invoices: 53
Total number of transactions: 562

Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Open Terms	384,116.49	.00	384,116.49
Grand Totals:	384,116.49	.00	384,116.49
		Payroll 04/28/21	239,112.80
			623,229.29

Report Criteria:
Invoice Detail.Input date = 04/27/2021
Invoice.Batch = {NOT LIKE} "1"

AGENDA ITEM SUMMARY REPORT

Street Closure –12th Street – North of Sheridan

ACTION TO BE TAKEN

Street Closure:

Consider a request from Cody Country Chamber of Commerce/Cody Events Committee for the closure of 12th Street, between Sheridan Avenue south to the Alley (towards Rumsey Avenue), from. on Saturday, May 8th from 10:00 a.m. to 4:00 p.m. for a Horsin' Around Cody Event.

SUMMARY OF INFORMATION

Cody Events Committee is hosting the "Horsin' Around Cody" event on 12th Street, between Sheridan Avenue and to the Alley South (towards Rumsey Ave) (noting alley would remain open to traffic) on Saturday, May 8^h, 2021. This event was a new successful event in 2019 and was in conjunction with the Clark Horse Sale the same weekend. The event consists of a petting zoo, activities for children, stick horse races, practice roping, etc. The Events Committee is requesting a street closure of this portion of 12th Street to hold said event. The requestor would be required to provide proof of liability insurance if approved.

FISCAL IMPACT

Fiscal impact to the City of Cody will be minimal. The event organizers willing to assist with the set-up and tear down of the barricades and will work with City Street Staff on this process. At the completion of the event, organizers will cover any costs incurred in the cleaning of the street.

ALTERNATIVES

None.

RECOMMENDATION

1. Require proof of liability insurance.
2. Approve or deny request

ATTACHMENTS

1. City of Cody Agenda Request Forms

AGENDA & SUMMARY REPORT TO:

exec@codychamber.org

AGENDA ITEM NO. _____



City of Cody Agenda Request Form



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

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

Name of person to appear before the Council Kenny Lee/Tina Hoebeleinrich

Organization Represented Cody Events Committee- Cody Chamber of Commerce

Date you wish to appear before the Council Yes if necessary

Email Address exec@codychamber.org Telephone 307-586-1571

Names of all individuals who will speak on this topic Kenny Lee

Event Title (if applicable) Horsin Around Cody

Date(s) of Event (if applicable) May 8th, 2021 Concliding with the downtown horse sale

Location of Event (if applicable) North side of 12th street from Sheridan Ave to the alleyway

Full description of topic to be discussed (include all relevant information including any street closures, times of event, any special requirements or request etc., attach additional sheet if necessary and map showing location of event where applicable) This event features activities for families and children to highlight our downtown merchants and incentivize people to move around the downtown area. The activities include a petting zoo, and bike rodeo on 12th street as well as 20 other merchants offering horse/rodeo themed

per:

games. Prizes will be awarded including 2 youth bicycles and 2 Mother's Day baskets.

Which City employee(s) have you spoken to about this issue? None

Signature Tina Hoebeleinrich Date 4/20/21

AGENDA ITEM SUMMARY REPORT

Request for Reserved Parking

BACKGROUND

A request has been submitted by the Cody Elks Lodge #1611 to reserve a total of six parking spaces for the Wyoming Elks Association Convention to be held May 13th through May 15th. Three of the spaces would be located on Beck Avenue and three would be located on 12th Street. The specific requests for the spaces are the spaces on the southeast corner of Beck and 12th Streets. All of the parking spaces requested are directly in front of or on the side of the Elks Lodge. The Elks Lodge is providing small, heavyweight, wind resistant signs and will not impede pedestrian traffic.

SUMMARY

The Cody Elks Lodge #1611 has hosted the Wyoming Elks Association State Convention several times over the past years and since 2015 has requested, and were approved, reserved parking for this event. They utilize the parking spaces for visiting dignitaries.

FISCAL IMPACT

There should be no fiscal impact to the City of Cody as the Elks Lodge members will place and remove signs during the time frame requested.

ALTERNATIVES

1. Approve the request.
2. Deny the request.

RECOMMENDATION

Approve the request for the reserved parking and allow the Elks Lodge. .

ATTACHMENTS

Agenda Request Form

AGENDA & SUMMARY REPORT TO:

1. Codyeldsbpoe1611@gmail.com

AGENDA ITEM NO. _____



City of Cody Agenda Request Form



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

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

Name of person to appear before the Council Kenny Lee/Tina Hoebelheinrich

Organization Represented Cody Events Committee- Cody Chamber of Commerce

Date you wish to appear before the Council Yes if necessary

Email Address exec@codychamber.org Telephone 307-586-1571

Names of all individuals who will speak on this topic Kenny Lee

Event Title (if applicable) Horsin Around Cody

Date(s) of Event (if applicable) May 8th, 2021 Concliding with the downtown horse sale

Location of Event (if applicable) North side of 12th street from Sheridan Ave to the alleyway

Full description of topic to be discussed (include all relevant information including any street closures, times of event, any special requirements or request etc., attach additional sheet if necessary and map showing location of event where applicable) This event features activities for families and children to highlight our downtown merchants and incentivize people to move around the downtown area. The activities include a petting zoo, and bike rodeo on 12th street as well as 20 other merchants offering horse/rodeo themed

per:

games. Prizes will be awarded including 2 youth bicycles and 2 Mother's Day baskets.

Which City employee(s) have you spoken to about this issue? None

Signature Tina Hoebelheinrich Date 4/20/21



City of Cody Agenda Request Form



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

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

Name of person to appear before the Council Aaron Buck

Organization Represented Yellowstone Regional Airport

Date you wish to appear before the Council May 4th

Email Address aaronb@flyyra.com Telephone 3072726261

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

Event Title (if applicable) Airport Improvement Program (AIP) Project No. 3-56-0006-042-2021

Date(s) of Event (if applicable) _____

Location of Event (if applicable) _____

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

This grant is for funds to repair/rebuild the Airport Wildlife Fence. The fence is required for Part 139 operations.

The fence needs major repairs to be compliant. The estimated cost is \$799,510.

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

Signature Aaron Buck Digitally signed by Aaron Buck
Date: 2021.04.20 10:54:13 -06'00' Date 4/20/2021



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

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

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

{{DateTime_es_:_signer1:calc(now()):format(date," mmmm d, yyyy")}}

The Honorable Matt Hall, Mayor
City of Cody
1338 Rumsey Avenue
Cody, WY 82414

Mr. Doug Johnston, Chairman
Yellowstone Regional Airport Board
2101 Roger Sedam Drive, Ste 1
Cody, WY 82414

Dear Mayor Hall and Mr. Johnston:

We are transmitting to you for execution the Grant Offer for Airport Improvement Program (AIP) Project No. 3-56-0006-042-2021 at the Yellowstone Regional Airport. Please read this letter and the Grant Offer carefully.

To properly enter into this agreement, you must do the following:

- The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- The grant must be executed no later than May 21, 2021, in order for the grant to be valid.
- The sponsor's authorized representative must execute the grant by providing their electronic signature.
- Once the sponsor's authorized representative has electronically signed the grant, the sponsor's attorney will automatically be sent via email the grant to provide their electronic signature.
- You may not make any modification to the text, terms or conditions of the grant offer.
- Following the attorney's action, the executed grant will be automatically sent to all parties as an attachment to an email.

Subject to the requirements in 2 CFR § 200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. To ensure proper stewardship of Federal funds, **you are expected to submit payment requests for reimbursement of allowable incurred project expenses in accordance with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
 1. Non-construction project: Due annually at the end of the Federal fiscal year.
 2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

Once the project is completed and all costs are determined, we ask that you close the project without undue delay and submit the final closeout report documentation as required by FAA's Denver Airports District Office.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards. **A copy of a "Single Audit Certification Form" will be sent separately via email.** Please complete and return a copy to our office with the executed Grant Agreement. Please make a copy for your files.

Rebecca Wersal is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. If you should have any questions, please contact Rebecca at (303) 342-1257.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

{Sig_es_:signer1: signature}}

John P. Bauer
Manager, Denver Airports District Office

Enclosures



U.S. Department
of Transportation
Federal Aviation
Administration

**FAA Airport Improvement Program (AIP)
GRANT AGREEMENT
Part I - Offer**

Federal Award Offer Date	<u>{{DateTime_es_:_signer1.calc(now()):format(date," mmmm d, yyyy")}}</u>	
Airport/Planning Area	<u>Yellowstone Regional Airport</u>	
FY2021 AIP Grant Number	<u>3-56-0006-042-2021</u>	<u>[Contract No. DOT-FA21NM-1020]</u>
Unique Entity Identifier	<u>18-277-8746</u>	

TO: City of Cody, Wyoming and the Yellowstone Regional Airport Board
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated January 13, 2021, for a grant of Federal funds for a project at or associated with the Yellowstone Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Yellowstone Regional Airport (herein called the "Project") consisting of the following:

Install Perimeter Fencing not Required by 49 CFR 1542

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2); and the representations contained in the Project Application; and in consideration of:

- (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto
- (b) the Sponsor's acceptance of this Offer; and

(c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100.00 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$XXXXXXX.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
\$0 for planning;
\$XXXXXXX airport development or noise program implementation; and,
\$0 for land acquisition.
2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:
 - a. **Period of Performance:**
 1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).
 - b. **Budget Period:**
 1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in Paragraph a.1. Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.
 - c. **Close Out and Termination**
 1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will

proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary, and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"). Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project, and request prior approval from FAA. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before May 21, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;
 - c. May be increased by not more than the greater of the following for a, land project, if funds are available:
 1. 15 percent; or

2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

18. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

19. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

20. **Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

21. **Trafficking in Persons.**

- a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not –
 - 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - 1. Is determined to have violated a prohibition in paragraph a. of this condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph a. of this condition through conduct that is either –
 - a. Associated with performance under this Grant; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this condition.
- d. Our right to terminate unilaterally that is described in paragraph a. of this condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.

22. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated May 2020, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

23. **Employee Protection from Reprisal.**

- a. Prohibition of Reprisals —
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph a.2. below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:

- i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this condition more than three years after the date on which the alleged reprisal took place.
 5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
24. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.

SPECIAL CONDITIONS

25. **Agency Agreement.** The FAA, in tendering this Offer on behalf of the United States, recognizes the existence of an Agency relationship between the Sponsor, as principal, and the Wyoming Department of Transportation, Division of Aeronautics, as agent. The Sponsor agrees that it will not amend, modify, or terminate said Agency Agreement without prior written approval of the FAA or its designated representative.
 26. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.00 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement; and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.50 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.
- AGIS Requirements.** Airports GIS requirements, as specified in Advisory Circular 150/5300-18, apply to the project included in this grant offer. Final construction as-built information or planning deliverables must be collected according to these specifications and submitted to the FAA. The

submittal must be reviewed and accepted by the FAA before the grant can be administratively closed.

27. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 U.S.C. § 47106(a)(6).
28. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
29. **Wildlife Fence.** The Sponsor understands that the fence is being installed to prevent wildlife from entering the airfield. The Sponsor agrees that it will maintain the integrity of the fence for its useful life, but no less than 20 years from the date of the grant was issued. The Sponsor understands that maintenance of the fence includes repair of damage to the fence or gates due to any purpose.

#

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

{Sig_es_:signer1: signature}}

(Signature)

John P. Bauer

(Typed Name)

Manager, Denver Airports District Office

(Title of FAA Official)

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

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

[I declare under penalty of perjury that the foregoing is true and correct.²

Dated **{{DateTime_es :signer2:calc(now()):format(date," mmmm d, yyyy")}}**

CITY OF CODY, WYOMING

(Name of Sponsor)

{{Sig_es_:signer2: signature}}

(Signature of Sponsor's Authorized Official)

By: **{{N_es_:signer2: fullname}}**

(Typed Name of Sponsor's Authorized Official)

Title: **{{*Ttl_es_:signer2: title}}**

(Title of Sponsor's Authorized Official)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es :signer3: fullname}}**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State, the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49 U.S.C., Chapters 471 and 475; 49 U.S.C. §§ 40101, et seq., and 48103; and the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2). In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at **{{DateTime_es :signer3:calc(now()):format(date," mmmm d, yyyy")}}**

By: **{{Sig_es :signer3: signature}}**

(Signature of Sponsor's Attorney)

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

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

[I declare under penalty of perjury that the foregoing is true and correct.⁴

Dated **{{DateTime_es :signer4:calc(now()):format(date," mmmm d, yyyy")}}**

**YELLOWSTONE REGIONAL AIRPORT
BOARD**

(Name of Sponsor)

{{Sig_es :signer4: signature}}

(Signature of Sponsor's Authorized Official)

By: {{N_es :signer4: fullname}}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es :signer4: title}}

(Title of Sponsor's Authorized Official)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es :signer5: fullname}}**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State, the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49 U.S.C., Chapters 471 and 475; 49 U.S.C. §§ 40101, et seq., and 48103; and the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2). In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.⁵

Dated at **{{DateTime_es :signer5:calc(now()):format(date," mmmm d, yyyy")}}**

By: **{{Sig_es :signer5: signature}}**

(Signature of Sponsor's Attorney)

⁵ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 – Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 – Airport noise compatibility planning.
- f. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 – Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 – Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 – New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 – Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. **Responsibility and Authority of the Sponsor.**

a. **Public Agency Sponsor:**

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. **Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. **Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make

binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and

purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. **Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 1. furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
 - a. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities
 - b. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - c. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - d. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - e. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- f. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- g. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
 - a. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - b. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations

in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- a. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language.

It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The City of Cody, Wyoming and the Yellowstone Regional Airport Board, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land

will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated `{{DateTime_es_ :signer1:calc(now()):format(date," mmmm d, yyyy")}}`, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or

operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



City of Cody Agenda Request Form



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

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

Name of person to appear before the Council Aaron Buck

Organization Represented Yellowstone Regional Airport

Date you wish to appear before the Council May 4th

Email Address aaronb@gmail.com Telephone 3072726261

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

Event Title (if applicable) CARES Act Development Addendum Offer, Addendum No. 3-56-0006-043-2021

Date(s) of Event (if applicable) _____

Location of Event (if applicable) _____

Full description of topic to be discussed (include all relevant information including any street closures, times of event, any special requirements or request etc., attach additional sheet if necessary and map showing location of event where applicable) This grant amends grant 3-56 0006-042-2020

This grant amends grant 3-56-0006-041-2020 Cares act grant to allow Yellowstoone Regional airport to use \$6,786,294 of the Cares Act founding provided to the airport for development. This funding will allow the airport to move foward with the Projects that the airport has slated for this summer and fall.

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

Signature Aaron Buck

Digitally signed by Aaron Buck
Date: 2021.04.16 13:45:13 -06'00'

Date 4/16/2021



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest Mountain Region
Colorado, Utah, Wyoming

FAA DEN ADO
26805 E 68th Ave, Suite 224
Denver, CO 80249

The Honorable Matt Hall, Mayor
City of Cody
1338 Rumsey Avenue
Cody, WY 82414

Mr. Doug Johnston, Chairman
Yellowstone Regional Airport Joint Powers Board
2101 Roger Sedam Drive, Ste 1
Cody, WY 82414

SUBJECT: Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Development Addendum

Dear Mayor Hall and Mr. Johnston:

Please find the following electronic CARES Act Development Addendum Offer, Addendum No. 3-56-0006-043-2021 for Yellowstone Regional Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the addendum to the individual signing the addendum; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the addendum, followed by the attorney's certification, no later than **May 7, 2021** in order for the addendum to be valid.
- c. You may not make any modification to the text, terms or conditions of the addendum offer.
- d. The addendum offer must be digitally signed by the sponsor's legal signatory authority and then the addendum offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the addendum, an email with the executed addendum will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this addendum must be made electronically via the Delphi invoicing System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

The terms and conditions of this addendum require you to complete the project without undue delay. To ensure proper stewardship of Federal funds, **you are expected to submit payment requests for reimbursement of allowable incurred project expenses in accordance with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the addendum is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
 1. Non-construction project: Due annually at the end of the Federal fiscal year.
 2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

Once the project is completed and all costs are determined, we ask that you close the project without undue delay and submit the final closeout report documentation as required by FAA's Denver Airports District Office.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards. **A copy of a "Single Audit Certification Form" will be sent separately via email.** Please complete and return a copy to our office with the executed Development Addendum. Please make a copy for your files.

Rebecca Wersal is the assigned program manager for this addendum and is readily available to assist you and your designated representative with the requirements stated herein. If you should have any questions, please contact Rebecca at (303) 342-1257.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



John P. Bauer (Apr 9, 2021 06:56 MDT)

John P. Bauer
Manager, Denver Airports District Office

Enclosures



U.S. Department
of Transportation
Federal Aviation
Administration

CARES ACT AIRPORT GRANT AGREEMENT DEVELOPMENT ADDENDUM

PART I – OFFER

Federal Award Offer Date Apr 9, 2021

Airport/Planning Area Yellowstone Regional Airport

Development Addendum Grant Number 3-56-0006-043-2021 [Contract No. DOT-FA21NM-K1137]

Unique Entity Identifier 18-277-8746

TO: City of Cody, Wyoming and the Yellowstone Regional Airport Joint Powers Board
(herein called the “Sponsor”) (For Co-Sponsors, list all Co-Sponsor names. The word “Sponsor” in this Development Addendum also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the “FAA”)

WHEREAS, the Sponsor, City of Cody, Wyoming and the Yellowstone Regional Airport Joint Powers Board, has executed a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or “the Act”) Airports Grants Agreement dated May 6, 2020, for a CARES Act Airport Grant 3-56-0006-041-2020 at or associated with the Yellowstone Regional Airport;

WHEREAS, on February 10, 2021, the Sponsor submitted to the FAA a CARES Act Airport Grant Agreement Development Addendum Application (“Project Grant Application”) to amend 3-56-0006-041-2020, to fund proposed Development at or associated with the Yellowstone Regional Airport, from allocated funds not previously obligated in 3-56-0006-041-2020;

WHEREAS, the FAA has agreed with the Sponsor to amend 3-56-0006-041-2020 to obligate an additional \$6,786,244 of funds previously allocated to Yellowstone Regional Airport to fund specific eligible airport project(s) constituting airport Development at Yellowstone Regional Airport in this CARES Act Airport Grant Agreement Development Addendum (“Development Addendum”) 3-56-0006-043-2021;

WHEREAS, the Sponsor has accepted the terms of this Development Addendum Offer;

WHEREAS, all terms, conditions, and assurances of the 3-56-0006-041-2020 are hereby attached to the newly obligated funds and no other terms, conditions or assurance previously agreed to shall be negated as a result of this Development Addendum, including provisions regarding revenue use, Buy American, and reporting requirements;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Development Addendum for the Yellowstone Regional Airport consisting of the following:

**Construct Rental Car Quick-Turn Around Facility; Install Runway 4/22 Visual Guidance System;
Construct General Aviation Taxilanes; Install Hangar Utilities; Improve Access Road; Expand
Commercial Terminal Building**

which is more fully described in the Project Grant Application;

WHEREAS, this Development Addendum hereby amends 3-56-0006-041-2020 for the purpose of obligating \$6,786,244 under 3-56-0006-041-2020, and permitting Yellowstone Regional Airport to use not more than \$6,786,244 to reimburse Yellowstone Regional Airport for expenses incurred no earlier than March 27, 2020, until the specified Development funds have been fully expended, provided such expenses are directly related to eligible airport Development described in the Project Grant Application and listed below; and

NOW THEREFORE, in accordance with the applicable provisions of the CARES Act, Public Law 116-136, the representations contained in the Project Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer for the Development described in the Project Grant Application for 3-56-0006-043-2021, the terms, conditions, and assurances of which are hereby attached to and made part of the terms, conditions, and assurances agreed to under 3-56-0006-041-2020; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Development Addendum, and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred accomplishing the Development as a result of and in accordance with this Development Addendum.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS:**

CONDITIONS

SUPPLEMENTAL TO CARES ACT AIRPORT GRANT AGREEMENT 3-56-0006-041-2020 CONDITIONS #1-23

- 1a. Maximum Obligation.** The maximum obligation of the United States payable under this Development Addendum Offer is \$6,786,244.
- 2a. Grant Performance.**
 - a. Period of Performance:**
 1. The Period of Performance for these Development funds ends May 5, 2024.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. Budget Period:**

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in Paragraph a.1. Pursuant to 2 CFR § 200.403(h), a Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

c. Close Out and Termination:

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
2. The FAA may terminate this CARES Act Airport Grant Agreement Development Addendum, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

6a. Completing the Development Without Delay and in Conformance with Requirements. The Sponsor must carry out and complete the Development without undue delays and in accordance with this Development Addendum, and the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"). Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the Development under the Development Addendum that exceeds three months and request prior approval from the FAA. The report must include a reason for the Development stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this Development Addendum and any other addendum that may be attached hereto at a later date by mutual consent. All terms, conditions, and assurances are hereby attached to and made part of the terms, conditions, and assurances agreed to under 3-56-0006-041-2020.

7a. Amendments or Withdrawals before Grant Acceptance. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8a. Offer Expiration Date. This offer will expire and the United States will not be obligated to pay any part of the costs of the Development unless this offer has been accepted by the Sponsor on or before May 7, 2021, or such subsequent date as may be prescribed in writing by the FAA.

12a. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Development Addendum electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

24. Informal Letter Amendment of CARES Development. The FAA can issue an informal letter amendment that modifies the Development description in the Project Grant Application to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

25. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all Development in this Development Addendum. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Development Addendum.

26. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated May 2020, is incorporated herein by reference or is submitted with the Project Grant Application and made part of this Development Addendum.

SPECIAL CONDITIONS

SUPPLEMENTAL TO CARES ACT AIRPORT GRANT AGREEMENT 3-56-0006-041-2020 SPECIAL CONDITIONS, As Applicable

1. **Airport Layout Plan.** The Sponsor will update the Airport Layout Plan to reflect new airport Development to assure a safe airport operating environment by properly coordinating and planning potential hazards and obstructions with the FAA and to assure safety of operations both on the airport and in the airspace surrounding the airport. CARES Act funds may be used to update the Airport Layout Plan.
2. **Plans and Specifications Prior to Bidding.** The Sponsor agrees that it will submit plans and specifications for FAA review prior to advertising for bids if the Development will alter the Airport Layout Plan.
3. **Plans and Specifications Approval.** The Sponsor understands and agrees that it will carry out the Development in accordance with policies, standards, and specifications approved by the FAA and applicable laws.
4. **Airport - Owned Visual or Electronic Navigation Aids in Development.** The Sponsor agrees that it will:
 - A. Provide for the continuous operation and maintenance of any navigational aid funded under this Development Addendum during the useful life of the equipment;
 - B. Prior to commissioning, assure the equipment meets the FAA's standards; and
 - C. Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR part 77 aeronautical survey.
5. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal funds at the airport. The Sponsor further agrees that the program will:
 - A. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
 - B. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - C. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

- a. Location of all runways, taxiways, and aprons;
- b. Dimensions;
- c. Type of pavement; and,
- d. Year of construction or most recent major rehabilitation.

2. Inspection Schedule.

- a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
- b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

- a. Inspection date;
- b. Location;
- c. Distress types; and
- d. Maintenance scheduled or performed.

4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

6. **Development which Contains Airfield Paving Work in Excess of \$500,000.** The Sponsor agrees to:

- A. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 - 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the Development and the authority to take necessary actions to comply with the contract;
 - 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the Development, together with a description of the services to be provided;
 - 3. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077);
 - 4. Qualifications of engineering supervision and construction inspection personnel;

5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
 - B. Submit at completion of the Development, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
7. **Surveillance and Imaging Equipment.** The Sponsor certifies cameras acquired and installed under this Development Addendum will be for the sole use of the airport Sponsor and its personnel for airport purposes. Equipment purchased and installed under this Development Addendum may not be operated by TSA, airlines, or other federal, state, or municipal agencies except those included in a mutual aid agreement that provides active surveillance and incident response.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Development Addendum, as provided by the CARES Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Development and compliance with the assurances and conditions as provided herein. Such Development Addendum shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


John P. Bauer (Apr 9, 2021 06:56 MDT)

(Signature)

John P. Bauer

(Typed Name)

Manager, Denver Airports District Office

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Development Addendum, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer, and hereby acknowledges all terms, conditions and assures in any CARES Act Airport Grant Agreements previously or concurrently executed for any other purpose are attached to this Development Addendum.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Dated _____

CITY OF CODY, WYOMING

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Project Grant Amendment under the laws of the State of Wyoming. Further, I have examined the foregoing Development Addendum and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. In addition, for grants involving Development to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. The Sponsor understands funding made available under this Development Addendum may only be used for the Development identified herein and all terms, conditions and assurances in any CARES Act Airport Grant Agreements previously or concurrently executed for any other purpose are attached to this Development Addendum. Further, it is my opinion that the said Development Addendum and all CARES Act Grant Agreements attached hereto constitute a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated _____

By: _____

(Signature of Sponsor's Attorney)

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Development Addendum, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer, and hereby acknowledges all terms, conditions and assures in any CARES Act Airport Grant Agreements previously or concurrently executed for any other purpose are attached to this Development Addendum.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Dated _____

**YELLOWSTONE REGIONAL AIRPORT JOINT
POWERS BOARD**

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Project Grant Amendment under the laws of the State of Wyoming. Further, I have examined the foregoing Development Addendum and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. In addition, for grants involving Development to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. The Sponsor understands funding made available under this Development Addendum may only be used for the Development identified herein and all terms, conditions and assurances in any CARES Act Airport Grant Agreements previously or concurrently executed for any other purpose are attached to this Development Addendum. Further, it is my opinion that the said Development Addendum and all CARES Act Grant Agreements attached hereto constitute a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated _____

By: _____

(Signature of Sponsor's Attorney)

ASSURANCES

AIRPORT SPONSORS

SUPPLEMENTAL TO CARES ACT AIRPORT GRANT AGREEMENT 3-56-0006-041-2020 Airport Sponsor Assurances #1-11 in addition to the (A) General and (B) Sponsor Certifications

A. General.

3. These assurances are required to be submitted as part of the Project Grant Application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or "the Act"), Public Law 116-136 for eligible Airport Development. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
4. Upon acceptance of this Development Addendum by the sponsor, these assurances are incorporated in and become part of this Development Addendum and all CARES Act Airport Grant Agreements 3-56-0006-041-2020, previously or concurrently executed and attached hereto.

B1. Development Addendum Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Development Addendum that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this Development Addendum, in addition to all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements included in all CARES Act Airport Grant Agreements 3-56-0006-041-2020, previously or concurrently executed and attached hereto, and including but not limited to the following:

FEDERAL LEGISLATION

- y. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.

FEDERAL REGULATIONS

- r. 14 CFR Part 150 - Airport noise compatibility planning.
- s. 49 CFR Part 23 - Participation of Disadvantaged Business Enterprise in Airport Concessions.
- t. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.

C. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects

The terms, conditions and assurances of this Development Addendum and all CARES Act Airport Grant Agreements attached hereto shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights, Airport Revenue Use and Civil Rights so long as the airport is used as an airport. Also, there shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Development Addendum, in addition to those included in all CARES Act Airport Grant Agreements 3-56-0006-041-2020, previously or concurrently executed.

3A. Good Title.

For Development, including noise compatibility program projects, to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

4. Preserving Rights and Powers.

- d.** Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Development Addendum without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Development Addendum and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Development Addendum and all CARES Act Airport Grant Agreements previously or concurrently executed and attached hereto.

8A. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the Development and continued compliance with the terms, conditions, and assurances of this Development Addendum and all CARES Act Airport Grant Agreements previously or concurrently executed and attached hereto, including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

12. Sponsor Fund Availability.

It has sufficient funds available to assure operation and maintenance of items funded under this Development Addendum which it will own or control.

13. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any Development funded under this Development Addendum which involves labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a through 276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

14. Veterans' Preference.

It shall include in all contracts for work on any Development funded under this Development Addendum which involves labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, Operation New Dawn, Operation Inherent Resolve, Operation Freedom's Sentinel, or any successor contingency operation to such operations, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

15. Planning for Development Projects.

In carrying out planning Development:

- a. It will execute the Development in accordance with the approved program narrative contained in the Project Grant Application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning Development and planning work activities.
- c. It will include in all published material prepared in connection with the planning Development a notice that the material was prepared using federal funds provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Development Addendum.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the Development, only if the employees are not qualified.
- h. It understands and agrees that the Secretary's approval of this Development Addendum or the Secretary's approval of any planning material developed as part of this Development Addendum does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

16. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for—
 - 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic

conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

17. Hazard Removal and Mitigation.

As required by 49 U.S.C. 40103, the safety of air transportation has been delegated to the FAA. To assure safety of flight, it will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

18. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, and to assure safe and efficient operation of aircraft or safety or people on the ground related to aircraft operations, the sponsor will update the airport layout plan to reflect changes to it if any of the funds provided by the CARES Act affect the following:
 - 1) Boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) The location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4) All proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

19. Policies, Standards, and Specifications.

It will carry out the Development in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated `{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}`, and included in this Development Addendum, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

20. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

21. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this Development Addendum and all CARES Act Airport Grant Agreements previously or concurrently executed and attached hereto. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this Development Addendum. Upon notification to the Sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

3. With the final plat application, provide an irrigation water distribution plan and approval of the plan by the irrigation district.
4. With the final plat, provide verification from Cody Canal that they consent to the vacation of the drainage easement and irrigation easement.
5. Develop a plan for installation of the additional hydrant with the fire marshal. Submit the agreed upon plan with the final plat application. The hydrant must be installed prior to development on the affected lot(s) that rely on the hydrant to meet code.
6. Make the corrections/edits to the preliminary plat noted in the staff report, and carry them forward to the final plat.
7. The final plat application and construction documents shall otherwise comply with the City subdivision ordinance. Include a title report/search to verify that all applicable easements and other encumbrances are identified.

ATTACHMENTS:

Preliminary Plat

Planning & Zoning Board Staff Report.

AGENDA ITEM NO. _____

MEETING DATE: MAY 4, 2021
 DEPARTMENT: COMMUNITY DEVELOPMENT
 PREPARED BY: TODD STOWELL
 CITY ADM. APPROVAL: _____
 PRESENTED BY: TODD STOWELL

AGENDA ITEM SUMMARY REPORT

The Preliminary Plat of the Musser-Beacon Hill Commercial Subdivision

ACTIONS TO BE TAKEN

Approve the preliminary plat of the Musser-Beacon Hill Commercial Subdivision, a six-lot subdivision.

SUMMARY

Harold Musser has submitted a preliminary plat application to divide two parcels on the west side of Beacon Hill Road, north of Sheridan Avenue, into six lots. The zoning of the property is commercial (D-2 and D-3). The property is currently vacant. The preliminary plat drawing is attached. A detailed analysis of the subdivision is found in the attached report to the Planning and Zoning Board. The Board adopted the staff recommendation without change.

RECOMMENDATION:

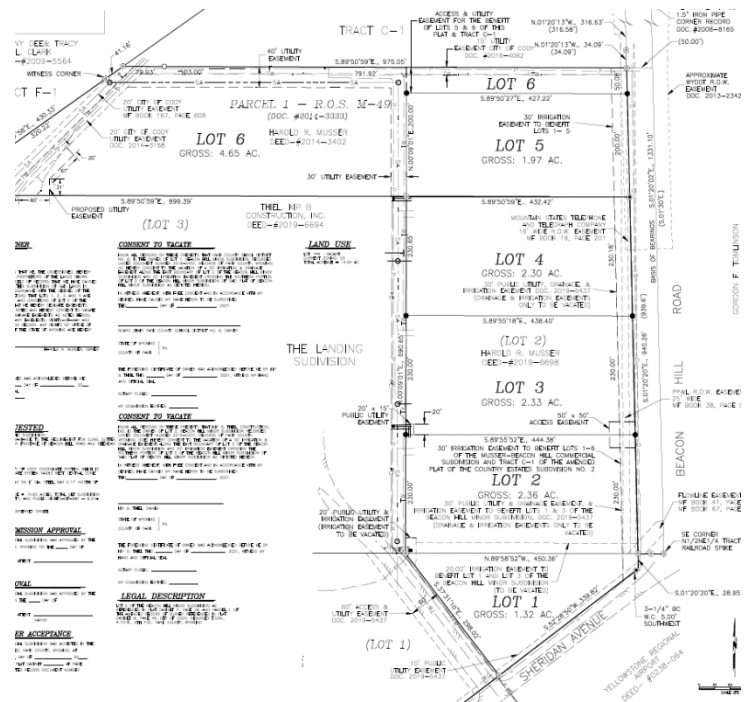
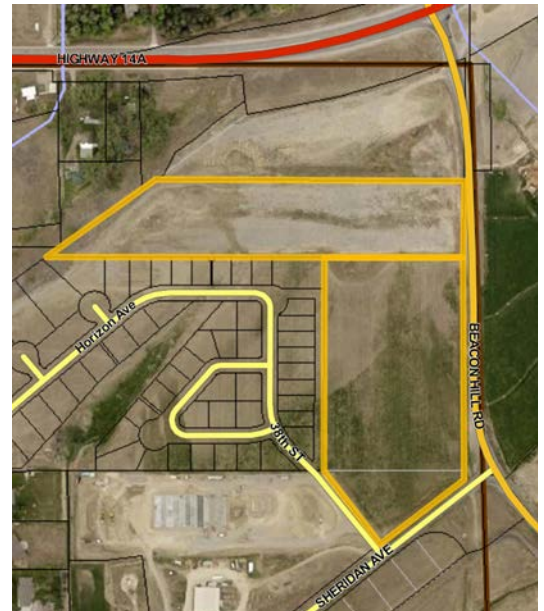
The Planning and Zoning Board has recommended that the City Council approve the preliminary plat and the following variances, subject to the listed conditions:

Subdivision Variances:

1. Variance to the alley requirement.
2. Variance to the block length requirement.
3. Variance to exclude the improvement district language from the plat.

Conditions:

1. Access for Lots 2 and 3 is limited to the 50' by 50' access easement. Add a note to the final plat indicating these restrictions.
2. The Public Use Area requirement is delayed until such time, if ever, that residential development is proposed, and shall be in the form of cash-in-lieu. Calculations shall be made for the lot proposed for residential development, based on the land value and City code requirements then in effect. Add a note to this effect on the final plat.



AGENDA ITEM NO.

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

MEETING DATE:	APRIL 27, 2021	TYPE OF ACTION NEEDED	
AGENDA ITEM:		P&Z BOARD APPROVAL:	
SUBJECT:	PRELIMINARY PLAT OF THE MUSSER-BEACON HILL COMMERCIAL SUBDIVISION. SUB 2021-02	RECOMMENDATION TO COUNCIL:	X
PREPARED BY:	TODD STOWELL, CITY PLANNER	DISCUSSION ONLY:	

PROJECT OVERVIEW

Harold Musser has submitted a preliminary plat application for a 6-lot subdivision located on the west side of Beacon Hill Road, north of Sheridan Avenue. The zoning of the property is Open Business/Light Industrial (D-3). The property is currently vacant. The preliminary plat drawing is attached.

SUBDIVISION REGULATIONS

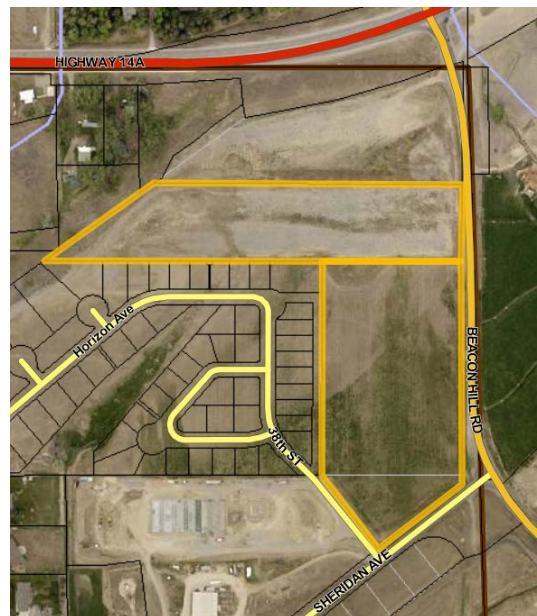
The subdivision ordinance requirements are as follows. Staff comments follow each requirement. When a variance from the standard is involved, it is noted.

11-4-2: STREETS, ALLEYS AND EASEMENTS:

A. Alignment: All proposed streets, alleys and easements shall align horizontally and vertically with existing streets, alleys and easements adjacent to or lying near the subdivision.

Comment: Not applicable, as there is no adjacent road system to tie into, other than access from Beacon Hill Road.

It is noted, that a 50-foot-wide access easement runs along the north side of Lot 5 and would be available for use by both Lots 5 and 6. For purposes of identifying street improvements, staff views the access easement as a potential shared access rather than a street. This is because the subdivision ordinance does not trigger street improvements for shared approaches when the lot frontages and lot widths are at least 50 feet, as is the case here. As an access, it would be subject to parking lot improvement standards at the time of lot development, and not street improvement standards.



B. Conform to Master Street Plan: All streets shall conform to the city master street plan for size and approximate alignment.

Comment: Both Sheridan Avenue and Beacon Hill Road have sufficient right-of-way to accommodate the master plan streets identified for those corridors. However, the streets currently lack the asphalt width, curb and gutter, sidewalk, and streetlights identified for the corridors. As will be noted in "Q" below, a waiver for construction of the frontage improvements is proposed.

Items "C" through "O" relate to standards for new streets, which are not applicable to this project.

P. Alleys: Alleys shall be required in all subdivisions with the minimum width being twenty feet (20'), unless extreme conditions preclude the feasibility of alleys... Alleys shall be constructed with a minimum of six inches (6") of crushed aggregate base course for the finished surface. The specification for the gradation of the crushed aggregate base course may be obtained from the city engineer.

Comment: There is an existing alley on the west side of Lots 2, 3 and a portion of Lot 4, that ties into 38th Street at each end. This subdivision uses that land for utilities, but it is not the intent that the alley be utilized by these commercial lots for access. The proposed lots are large enough that dumpster garbage collection can occur within the commercial lots themselves. The alley was provided and constructed for the residential subdivision. A variance to the alley requirement for the commercial subdivision is requested and supported by staff.

Q. Curb, Gutter, Sidewalk, Paved Streets: Curb, gutter, sidewalk and paved streets shall be required in all proposed subdivisions unless waived in accordance with criteria set out in subsection 11-5-2B of this title by the planning, zoning and adjustment board, and the city council. All waivers of curb, gutter and sidewalks shall require acknowledgment by the developer on the final plat that future improvement districts for the development of curb, gutter and sidewalks shall be supported by future owners of the lots and be so noted on the final plat...

Comment: A waiver to the frontage improvements was granted with the Beacon Hill Minor Subdivision that created the southern portion of this subdivision. The situation is still the same, and a waiver for both lots would be consistent with the past application.

The other option is to require the developer to install an asphalt pathway along his frontage, and consider that as sufficient to meet the intent of the requirement, as has been done on the last two plats on 29th Street. Admittedly, this portion of Sheridan Avenue and Beacon Hill Road do not have the residential uses or pedestrian traffic that occurs on 29th Street.

The applicant requests the frontage improvement waiver and asks for a variance to exclude/remove the future improvement district language from the final plat. (Lots 1-4 are already subject to the note on the Beacon Hill Minor Subdivision plat.) As both

Sheridan Avenue and Beacon Hill Road are classified as major arterials, it is highly unlikely that their improvement would be funded through the improvement district method—major arterials are typically funded through state or federal funding sources, or a local penny tax. Improvement districts are typically used for local access streets, and even then, they rarely occur.

R. Street Cross Section: The minimum typical street cross section for each type of street shall be as shown on the master street plan. Details of the city standards for typical paving, curb, gutter, sidewalk, alley aprons and valley gutter sections may be obtained from the city engineer.

Comment: See "Q" above.

S. Valley Gutters: The use of valley gutters in areas where storm sewer facilities exist or are proposed will be discouraged.

Comment: Not applicable.

T. Drainage: The area to be subdivided shall be designed to provide proper and sufficient drainage. Runoff and storm sewer systems shall be designed to adequately drain the subdivision and adjacent area that will drain into the subdivision. All stormwater systems shall be designed to achieve zero increase in runoff and shall be in compliance with the city stormwater management policy, as amended. They shall be designed and constructed to allow runoff and stormwater to flow by gravity from the subdivision to an adequate outlet. When an existing storm sewer trunk line is available, the proposed system shall be designed to connect to it. When an existing storm sewer trunk line is not available, a drainage plan must be developed that is acceptable to the city.

Comment: As there are no streets proposed, all stormwater retention will be addressed at the time of site development, and will be reviewed through the site plan process. There is no City stormwater system in the area.

U. Lot Requirements: All lots within a proposed subdivision will meet the following requirements:

1. Lots shall be sized to meet the requirements of the appropriate zoning.

Comment: The D-3 zone does not have any minimum width or other dimensional lot requirements.

2. Every lot shall abut upon or have access to an approved street or an approved cul-de-sac.

Comment. All lots have at least 50 feet of frontage on a public street.

3. Side lot lines shall be at approximate right angles to the street line on which the lot faces.

Comment: Met.

4. Strip lots established with the intent of restricting access to streets or alleys will be prohibited.

Comment: Met.

V. Blocks: Blocks shall be at least three hundred feet (300') long, normally, not to exceed six hundred sixty feet (660') long. All blocks shall normally be of sufficient width to allow for two (2) tiers of lots of approximately equal width and an alley.

Comment: This standard is appropriate for residential development, but not large-lot commercial. A variance to the standard is recommended.

Section 11-5-1, DEVELOPMENT AND IMPROVEMENT also includes standards for construction. Most of those items are simply verified in the construction plans and/or as part of the final plat review. Those that warrant discussion at this point are noted below.

I. Fire Hydrants: Fire hydrants shall be installed at intervals not to exceed five hundred feet (500') between hydrants and provided with standard hose connections as specified by the fire department.

Comment: There are hydrants along the north end of Lots 5 and 6 and at the south end of the alley on Lot 2. The hydrant spacing and coverage does not meet this requirement. The fire marshal has indicated that an additional hydrant is needed. The applicant needs to discuss options for hydrant location and placement with the fire marshal and add it (and the water main that will feed it) to the plans as needed.

J. Open Drains, Irrigation Ditches: All open drains and irrigation ditches shall be buried or, if possible, eliminated.

Comment: None.

K. Utilities: All utilities (electrical service, natural gas, telephone, cable TV, etc.) shall be installed underground, whenever possible, in the streets, alleys or utility easements shown on the final plat. All buried utilities will be placed before the finished surface is placed on the streets or alleys. Written agreements between the subdivider and each utility company, copies of which will be presented to the city with the construction specifications, shall be drawn up stating who will install the utilities and how the costs for their installation shall be covered. ... It will be the developer's responsibility to ensure that all utilities necessary or reasonably expected are placed within the proposed subdivision.

Comment: The applicant coordinated utility installation with Kip Thiel's development, per the Beacon Hill Minor Subdivision agreement, and sewer, domestic water, and power are available to each of the proposed lots. (Lots 5 and 6 do not have water and sewer stub outs, but the mains are accessible for taps when needed.)

Telecommunication access appears available, but needs to be verified. Any outstanding utility planning will need to be provided with the final plat application.

L. Other Improvements: Any other improvements, such as bridges, culverts, etc., not specifically mentioned herein but found necessary by the city due to conditions found on the site shall be constructed.

Comment: None.

N. Public Use Areas: There shall be conveyed to the city an area or areas of land or the cash equivalent thereof, on the basis of one acre per fifty (50) prospective dwelling units, to provide for parks, fire stations, recreational areas and other public uses. This requirement shall be in addition to lands dedicated for streets and alleys. Prospective commercial development densities shall be determined by developers with approval from the planning and zoning board. Minor subdivisions shall be exempt from this requirement. The dedication of land or cash in lieu of land shall be at the sole discretion of the city council, with recommendation from the planning and zoning board and the parks and recreation department. If subsequent rezoning or resubdivision would result in a higher number of prospective dwelling units, additional land or cash equivalent shall be conveyed to the city. If the city council elects to require cash in lieu of land, the amount thereof shall be the fair market value of the land. If the city and the subdivider cannot agree on that value, each shall designate an appraiser and the two (2) appraisers so selected shall arrive at a recommended market value, which shall be binding upon the parties. This open space requirement shall be waived if the proposed subdivision is located in an area that has been previously subdivided and the above requirement was satisfied at that time.

Comment: If residential development occurs on the property, it can be calculated at that time. A delay in the requirement, to whenever a residential building permit is submitted (if ever) is recommended.

OTHER:

1. Irrigation Water: The applicant apparently desires to retain the surface water rights. That triggers a water distribution plan to be provided and approved by the irrigation district.

2. Vacation of Irrigation and Drainage Easements:

The preliminary plat indicates the desire to vacate unused irrigation and drainage easements, and has necessary "Consent to Vacate" language and signature lines from the affected lot owners. The irrigation easements are now unnecessary that the School District and Kip Thiel have signed an agreement to transfer the surface water rights to the City (no longer going to use Cody Canal water). The drainage easement was a requirement of Cody Canal, based on the prior irrigation distribution plan. Verification that they consent to the vacation of the drainage easement will need to be provided.

3. Easements of Record: The application did not clearly contain a title report or claim to have conducted a title search. A lot of easements have been established, relocated,

or moved on these properties. The final plat application will need to include a title report/search results.

5. Plat corrections/edits: The corrections needed to the preliminary plat, and which will need to be carried forward to the final plat, include:

- a) Remove "50.00" from the access & utility easement label north of Lot 5 (or otherwise address the 50.08 dimension and nonparallel borders).
- b) Add the lines/plans for telecommunications/cable.
- c) Update the legend to include all types of survey symbols shown on the plat, and the NE corner of subdivision should be marked with a brass cap.
- d) Coordinate the label in Lot 5 with the label in Lot 2 about who the irrigation easement benefits.
- e) The third line of the Certificate of Owner should refer to two parcels instead of three.
- f) Is the flowline easement shown SE of Lot 2 still there? (If not, remove.)
- g) Correct the name in the notary block of the School District's Consent to Vacate (it is not Kip Thiel).
- h) Add a note about the fire hydrant/water main installation occurring prior to or in conjunction with development of the lots that will rely on the hydrant, as necessary to address the fire marshal's requirements.

VARIANCES:

The variances noted are to be reviewed under the following standard of 11-5-2(B):

If during the approval process of a proposed subdivision it can be shown that strict compliance with the requirements of this title will result in extraordinary hardship to the subdivider due to unusual topography or other similar land conditions, or where the subdivider can show that variances will make a greater contribution to the intent and purpose of this title, the commission and council may, upon written request and proper justification, grant a variance to this title so that substantial justice may be done and the public interest secured; provided, that any such variance will not have the effect of nullifying the intent and purpose of this title.

Staff would recommend that the Board find that the variances noted in the section below be found to alleviate the "*extraordinary hardship*" that would result if they were not granted, and that the variances are in line with the intent and purpose of the subdivision ordinance.

POTENTIAL MOTION:

Recommend that the City Council approve the preliminary plat and the following variances, subject to the listed conditions:

Subdivision Variances:

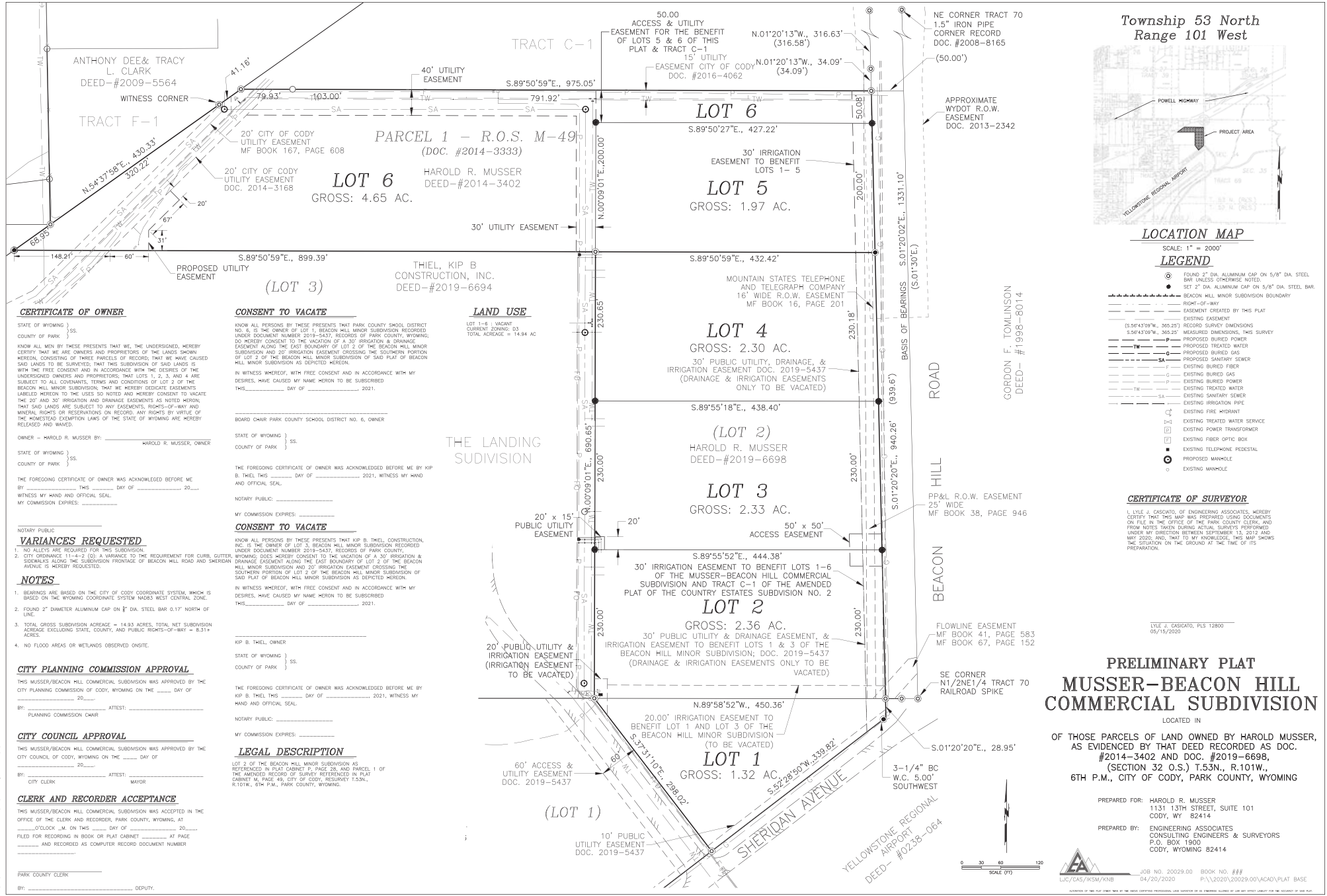
1. Variance to the alley requirement.
2. Variance to the block length requirement.
3. Variance to exclude the improvement district language from the plat.

Conditions:

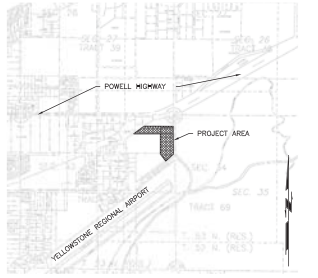
1. Access for Lots 2 and 3 is limited to the 50' by 50' access easement. Add a note to the final plat indicting these restrictions.
2. The Public Use Area requirement is delayed until such time, if ever, that residential development is proposed, and shall be in the form of cash-in-lieu. Calculations shall be made for the lot proposed for residential development, based on the land value and City code requirements then in effect. Add a note to this effect on the final plat.
3. With the final plat application, provide an irrigation water distribution plan and approval of the plan by the irrigation district.
4. With the final plat, provide verification from Cody Canal that they consent to the vacation of the drainage easement and irrigation easement.
5. Develop a plan for installation of the additional hydrant with the fire marshal. Submit the agreed upon plan with the final plat application. The hydrant must be installed prior to development on the affected lot(s) that rely on the hydrant to meet code.
6. Make the corrections/edits to the preliminary plat noted in the staff report, and carry them forward to the final plat.
7. The final plat application and construction documents shall otherwise comply with the City subdivision ordinance. Include a title report/search to verify that all applicable easements and other encumbrances are identified.

ATTACHMENTS:

Preliminary Plat



Township 53 North
Range 101 West



LOCATION MAP

SCALE: 1" = 200'

LEGEND

- FOUND 2" DIA. ALUMINUM CAP ON 5/8" DIA. STEEL BAR UNLESS OTHERWISE NOTED.
- SET 2" DIA. ALUMINUM CAP ON 5/8" DIA. STEEL BAR.
- BEACON HILL MINOR SUBDIVISION BOUNDARY
- EASEMENT CREATED BY THIS PLAT
- EXISTING EASEMENT
- RECORD SURVEY DIMENSIONS
- PROPOSED BURIED GAS
- PROPOSED BURIED POWER
- PROPOSED BURIED WATER
- PROPOSED BURIED SANITARY SEWER
- EXISTING BURIED GAS
- EXISTING BURIED POWER
- EXISTING BURIED WATER
- EXISTING BURIED SANITARY SEWER
- EXISTING IRRIGATION PIPE
- EXISTING FIRE HYDRANT
- EXISTING TREATED WATER SERVICE
- EXISTING POWER TRANSFORMER
- EXISTING FIBER OPTIC BOX
- EXISTING TELEPHONE PEDESTAL
- PROPOSED MANHOLE
- EXISTING MANHOLE

CERTIFICATE OF SURVEYOR

I, LYLE J. CASICATO, OF ENGINEERING ASSOCIATES, HEREBY CERTIFY THAT THIS MAP WAS PREPARED USING DOCUMENTS OR FILE IN THE OFFICE OF THE PARK COUNTY CLERK, AND FROM NOTES TAKEN DURING ACTUAL SURVEYS PERFORMED UNDER MY DIRECTION DURING THE MONTHS OF APRIL AND MAY 2020; AND, THAT TO MY KNOWLEDGE, THIS MAP SHOWS THE SITUATION ON THE GROUND AT THE TIME OF ITS PREPARATION.

LYLE J. CASICATO, PLS 12800
05/15/2020

PRELIMINARY PLAT
MUSSER-BEACON HILL
COMMERCIAL SUBDIVISION

LOCATED IN
OF THOSE PARCELS OF LAND OWNED BY HAROLD MUSSER,
AS EVIDENCED BY THAT DEED RECORDED AS DOC.
#2014-3402 AND DOC. #2019-6698,
(SECTION 32 O.S.) T.53N., R.101W.,
6TH P.M., CITY OF CODY, PARK COUNTY, WYOMING

PREPARED FOR: HAROLD R. MUSSER
1131 13TH STREET, SUITE 101
CODY, WY 82414
PREPARED BY: ENGINEERING ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
P.O. BOX 1900
CODY, WYOMING 82414



JOB NO. 20029.00 BOOK NO. ###
04/20/2020 P:\2020\20029.00\ACAD\PLAT BASE

0 30 60 120
SCALE (FT)

CERTIFICATE OF OWNER

STATE OF WYOMING }
COUNTY OF PARK } SS.
KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE OWNERS AND PROPRIETORS OF THE LANDS SHOWN HEREON, CONSISTING OF THREE PARCELS OF RECORD, THAT WE HAVE CAUSED SAID LANDS TO BE SURVEYED, THAT THIS SUBDIVISION OF SAID LANDS IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS, THAT LOTS 1, 2, 3, AND 4 ARE SUBJECT TO ALL COVENANTS, TERMS AND CONDITIONS OF LOT 2 OF THE BEACON HILL MINOR SUBDIVISION, THAT WE HEREBY DEDICATE EASEMENTS LABELED HEREON TO THE USERS SO NOTED AND HEREBY CONSENT TO VACATE THE 20' AND 30' IRRIGATION AND DRAINAGE EASEMENTS AS NOTED HEREON; THAT SAID LANDS ARE SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY AND MINERAL RIGHTS OR RESERVATIONS ON RECORD, ANY RIGHTS BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF WYOMING ARE HEREBY RELEASED AND WAIVED.
OWNER - HAROLD R. MUSSER BY: _____ HAROLD R. MUSSER, OWNER
STATE OF WYOMING }
COUNTY OF PARK } SS.
THE FOREGOING CERTIFICATE OF OWNER WAS ACKNOWLEDGED BEFORE ME
BY: _____ THIS _____ DAY OF _____, 20____,
WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES: _____

NOTARY PUBLIC
VARIANCES REQUESTED

- NO ALLEYS ARE REQUIRED FOR THIS SUBDIVISION.
- CITY ORDINANCE 11-4-2 (C) A VARIANCE TO THE REQUIREMENT FOR CURB, GUTTER, SIDEWALKS ALONG THE SUBDIVISION FRONTAGE OF BEACON HILL ROAD AND SHERIDAN AVENUE IS HEREBY REQUESTED.

NOTES

- BEARINGS ARE BASED ON THE CITY OF CODY COORDINATE SYSTEM, WHICH IS BASED ON THE WYOMING COORDINATE SYSTEM NAD83 WEST CENTRAL ZONE.
- FOUND 2" DIA. ALUMINUM CAP ON 5/8" DIA. STEEL BAR 0.17" NORTH OF LINE.
- TOTAL GROSS SUBDIVISION ACRES = 14.93 ACRES, TOTAL NET SUBDIVISION ACRES EXCLUDING STATE, COUNTY, AND PUBLIC RIGHTS-OF-WAY = 8.31+ ACRES.
- NO FLOOD AREAS OR WETLANDS OBSERVED DURING.

CITY PLANNING COMMISSION APPROVAL

THIS MUSSER/BEACON HILL COMMERCIAL SUBDIVISION WAS APPROVED BY THE CITY PLANNING COMMISSION OF CODY, WYOMING ON THE _____ DAY OF _____, 20____.
BY: _____ ATTEST: _____
PLANNING COMMISSION CHAIR

CITY COUNCIL APPROVAL

THIS MUSSER/BEACON HILL COMMERCIAL SUBDIVISION WAS APPROVED BY THE CITY COUNCIL OF CODY, WYOMING ON THE _____ DAY OF _____, 20____.
BY: _____ ATTEST: _____
CITY CLERK MAYOR

CLERK AND RECORDER ACCEPTANCE

THIS MUSSER/BEACON HILL COMMERCIAL SUBDIVISION WAS ACCEPTED IN THE OFFICE OF THE CLERK AND RECORDER, PARK COUNTY, WYOMING, AT _____ O'CLOCK _____ M. ON THIS _____ DAY OF _____, 20____.
FILED FOR RECORDING IN BOOK OR PLAT CABINET _____ AT PAGE _____ AND RECORDED AS COMPUTER RECORD DOCUMENT NUMBER _____

PARK COUNTY CLERK
BY: _____ DEPUTY.

CONSENT TO VACATE

KNOW ALL PERSONS BY THESE PRESENTS THAT PARK COUNTY SCHOOL DISTRICT NO. 6 IS THE OWNER OF LOT 1, BEACON HILL MINOR SUBDIVISION RECORDED UNDER DOCUMENT NUMBER 2019-5437, RECORDS OF PARK COUNTY, WYOMING; DO HEREBY CONSENT TO THE VACATION OF A 30' IRRIGATION & DRAINAGE EASEMENT ALONG THE EAST BOUNDARY OF LOT 2 OF THE BEACON HILL MINOR SUBDIVISION AND 20' IRRIGATION EASEMENT CROSSING THE SOUTHERN PORTION OF LOT 2 OF THE BEACON HILL MINOR SUBDIVISION OF SAID PLAT OF BEACON HILL MINOR SUBDIVISION AS DEPICTED HEREON.
IN WITNESS WHEREOF, WITH FREE CONSENT AND IN ACCORDANCE WITH MY DESIRES, HAVE CAUSED MY NAME HEREON TO BE SUBSCRIBED.
THIS _____ DAY OF _____, 2021.

BOARD CHAIR PARK COUNTY SCHOOL DISTRICT NO. 6, OWNER

STATE OF WYOMING }
COUNTY OF PARK } SS.

THE FOREGOING CERTIFICATE OF OWNER WAS ACKNOWLEDGED BEFORE ME BY KIP B. THIEL THIS _____ DAY OF _____, 2021, WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

CONSENT TO VACATE

KNOW ALL PERSONS BY THESE PRESENTS THAT KIP B. THIEL, CONSTRUCTION, INC. IS THE OWNER OF LOT 3, BEACON HILL MINOR SUBDIVISION RECORDED UNDER DOCUMENT NUMBER 2019-5437, RECORDS OF PARK COUNTY, WYOMING; DOES HEREBY CONSENT TO THE VACATION OF A 30' IRRIGATION & DRAINAGE EASEMENT ALONG THE EAST BOUNDARY OF LOT 2 OF THE BEACON HILL MINOR SUBDIVISION AND 20' IRRIGATION EASEMENT CROSSING THE SOUTHERN PORTION OF LOT 2 OF THE BEACON HILL MINOR SUBDIVISION OF SAID PLAT OF BEACON HILL MINOR SUBDIVISION AS DEPICTED HEREON.
IN WITNESS WHEREOF, WITH FREE CONSENT AND IN ACCORDANCE WITH MY DESIRES, HAVE CAUSED MY NAME HEREON TO BE SUBSCRIBED.
THIS _____ DAY OF _____, 2021.

KIP B. THIEL, OWNER

STATE OF WYOMING }
COUNTY OF PARK } SS.

THE FOREGOING CERTIFICATE OF OWNER WAS ACKNOWLEDGED BEFORE ME BY KIP B. THIEL THIS _____ DAY OF _____, 2021, WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

LEGAL DESCRIPTION

LOT 2 OF THE BEACON HILL MINOR SUBDIVISION AS REFERENCED IN PLAT CABINET P, PAGE 28, AND PARCEL 1 OF THE AMENDED RECORD OF SURVEY REFERENCED IN PLAT CABINET M, PAGE 49, CITY OF CODY, RESURVEY T.53N., R.101W., 6TH P.M., PARK COUNTY, WYOMING.

LAND USE

LOT 1-6 1 VACANT
CURRENT ZONING: R3
TOTAL ACRES = 14.94 AC

THE LANDING
SUBDIVISION